



(a division of Marsden Maritime Holdings Ltd)

BOAT MAINTENANCE FACILITY RULES

NOTE - To be read in conjunction with the Company's Boat Maintenance Facility Terms and Conditions ("Terms and Conditions"). All capitalised terms used in these Rules and not otherwise defined have the meaning given to them in the Terms and Conditions

1. All Customers and their Representatives and all other visitors must at all times ensure their activities are undertaken in accordance with these Rules and in a safe and environmentally responsible manner.
2. Customers are responsible for the health and safety and general conduct of their Representatives whilst at the Boat's work site or elsewhere within the Facility. The Customer acknowledges that the Company may (in its absolute discretion) monitor or oversee any use by the Customer and its Representatives of the Facility to ensure compliance with these Rules and the HSWA, and agrees that the Company is not obliged to monitor or oversee its use, and neither the Company nor its Representatives will have any liability to the Customer or its Representatives or to any other person for a failure to monitor. The Company is relying on the Customer's expertise in respect of the health and safety aspects of the Customer's work that is not monitored or overseen. Accordingly, the Customer will apply best industry practice and comply with all Rules to ensure the safety of all workers and other persons at all times.
3. The Company may, in its sole discretion, close the Facility in the event of an emergency, including any severe weather event or natural disaster (**Emergency**). In circumstances where the Company exercises its discretion to close the Facility, all persons must immediately evacuate the Facility in accordance with the Company's Emergency Procedures including all persons living aboard a Boat (**Live Aboards**) at the time that the Facility is closed. To avoid doubt, the Company has no liability to compensate a Customer in relation to the period during which the Facility is closed due to an Emergency, including no obligation to locate or pay for any accommodation for any Live Aboards affected by the Emergency.
4. Any accidents or incidents must be immediately reported to the Company.
5. **Customers must ensure that:**
 - a. only Approved Contractors undertake work on the Customer's Boat (refer "Section 7 - Contractors" below). Non-approved contractors will not be permitted to enter or remain in the Facility.
 - b. any person undertaking any work on the Customer's boat, including the Customer him/herself, has the required competency to safely complete the work.
 - c. the use of all tools and materials is in accordance with manufacturer's instructions and industry guidelines.
 - d. any works regulated by an external authority, e.g. hot work or confined work, have been properly authorised by the relevant authorities.
 - e. a high level of attention is at all times given to the cleanliness and safety of their work area and surrounds.
 - f. they, together with their crew, agents, contractors, and any other visitors, are familiar with the Facility's Emergency and Evacuation Procedures displayed at the Facility Office.
 - g. their Representatives fully comply with these Facility Rules.
 - h. all work and activities carried out by them and their Representatives complies with law, including but not limited to the provisions of the Resource Management Act 1991 and the Health and Safety at Work Act 2015.
6. **All persons entering the Facility:**
 - a. do so at their own risk.
 - b. must obey any instructions from the Company.
 - c. must familiarise themselves with, follow and comply with these Rules and the Emergency and Evacuation Procedures displayed at the Facility Office.
 - d. must complete the Facility induction prior to permission being granted to access the Facility. Once approval by staff has been given, the Company reserves the right to restrict or cancel access at any time.
7. **Contractors**
 - a. Contractors are not permitted to work on site unless they have undertaken the Facility induction, provided relevant insurance and health and safety documentation, completed an Approved Contractor Access Agreement and registered at the Facility Office as an Approved Contractor.
 - b. A list of Approved Contractors is available from the Facility Office and also the Marina Office.
 - c. Approved Contractors must carry satisfactory insurance to the levels specified in their Approved Contractor Access Agreement, including public liability insurance of at least \$5,000,000.
 - d. Approved Contractors must provide the Facility Office with their health and safety management plan.

- e. An access fee will apply to all Approved Contractors who undertake work on site (this excludes on site tenants).
- f. Approved Contractors must comply with these Rules, including Rule 5.b. to 5.h., when carrying out work for a Customer.
8. **Delivery of goods and equipment**
Customers are requested to notify the Company prior to delivery or removal of goods or equipment by outside suppliers. The Company will not be responsible for any goods delivered on site.
9. **Visitors**
a. Visitors must register at the Facility Office and are required to be escorted by an inducted user at all times.
b. As a condition of entry, visitors must observe all rules contained herein.
c. No person under the age of 16 years shall enter the Facility unless expressly permitted by the Company.
10. **Boat Movements**
a. When a Boat movement is in progress within the Facility, no person other than a member of the **Lift Team** shall place themselves within 3 metres of any part of the Boat or the equipment being used to transport it. This includes the process of blocking and supporting a Boat.
b. No person shall distract any member of the **Lift Team** while a Boat movement is in progress. This includes the time taken to block and support the Boat.
11. **Washdown Bay**
a. Upon arrival at the Facility, all Boats are initially placed in the Washdown Bay for mandatory pressure wash of the hull (undertaken by Company Representatives).
b. The Washdown Bay is not to be used for any other purpose unless expressly authorised by the Company.
12. **Boat Stands, Cradles and Blocks**
a. With the exception of authorised Company Representatives, no person shall attempt to adjust or move any boat stand, cradle or other means of Boat support. Please contact the Company if you require any such changes.
b. Any person in violation of this rule may immediately be instructed to leave the Facility and/or be restricted from subsequent entry by the Company.
13. **Facility Equipment**
a. The operation of any Company-owned equipment is restricted to authorised Company Representatives.
b. All persons must keep well clear of all mobile equipment while it is being operated.
14. **Vehicles**
a. Vehicles entering the Facility must be parked in the designated carpark area unless loading or unloading.
b. The Company reserves the right to search any vehicle before it leaves the Facility.
c. Any vehicle illegally parked or obstructing Facility operations may be subject to removal at the Customer or vehicle owner's cost.
d. Any vehicle entering or parked within the Facility is at the Customer or vehicle owner's risk. The Company accepts no responsibility or liability for any damage to any vehicle.
15. **Dress Standard**
The minimum standard of dress for any person entering the Facility is shorts, T-shirt and enclosed solid footwear (no jandals or sandals).
16. **Pets**
Pets are not permitted within the Facility unless expressly permitted by the Company under the Terms and Conditions. (If expressly permitted, such pets must be kept on a leash at all times and any mess cleaned up immediately).
17. **Personal Protective Equipment**
a. All persons entering the Facility are encouraged to wear a hi-viz vest or other hi-viz clothing.
b. Additional appropriate protective clothing and or equipment, such as safety boots, hard hats, safety glasses/goggles, dust/fume masks, gloves, overalls, ear protection and skin protection, must be worn as appropriate.
18. **Electrical**
a. All electrical tools and appliances used within the Facility must be tested and tagged as being safe for use. (If in doubt please see one of our Facility staff).
b. All Boats that are plugged into electrical power must have an electrical warrant of fitness (**EWOF**)
c. Boats must not be left plugged into electrical power whilst stored in the Facility. Unattended power cords will be disconnected.
19. **Facilities and Amenities**
All users of the kitchen, laundry and bathroom facilities are required to clean up after themselves.
20. **Alcohol & Drugs**
The consumption of alcohol and drugs (other than those taken as properly prescribed by a medical professional) is not permitted within any part of the Facility at any time.
21. **Smoking**
Smoking is not permitted within any part of the Facility at any time, including on board Boats.
22. **Live Aboard**
a. Staying on board the Boat whilst it is within the Facility is not permitted without the express consent of the Company. Where such consent is provided, an additional daily charge is payable in addition to the published

hardstand charges in accordance with the Terms and Conditions.

- b. To reduce the possibility of injury, it is recommended that the access of any permitted Live Aboards to/from the Boat is limited to daylight hours.

23. Noise

Customers shall not make or permit any unreasonable noise or disturbance, or perform any act which in the opinion of the Company at its sole discretion may be an annoyance or cause a nuisance to any other person in or around any part of the Facility.

24. Business Hours

No work within the Facility shall be carried out between the hours of 6.00pm and 7.00am without the written consent of the Company.

25. Refueling

No refueling of Boats is permitted within the Facility.

26. Sanding/scraping

- a. Any sanding or scraping must be carried out over a drop cloth or tarpaulin with the Boat "tented up" by hanging drop cloths from the sides to eliminate any windblown dust and debris.
- b. No open dry sanding (above or below the waterline) is permitted - only wet sanding or dry vac sanding is permitted.
- c. Run-off of wet sanding material must be completely contained within your work area using waterproof tarpaulins bundled with silt booms and the like.
- d. All paint sandings and scrapings must be double bagged before being placed in the appropriate bin(s) provided.
- e. Work must stop immediately if there is any wind which causes dust or scrapings to blow off the drop cloth.

27. Sandblasting

Sandblasting must not be undertaken at any time without first obtaining the written approval of the Company, which may be withheld at its absolute discretion. Any such permitted works will be required to be done in a suitably enclosed area.

28. Grinding

Grinding must not be undertaken at any time in any area of the Facility without first obtaining the written approval of the Company, which may be withheld at its absolute discretion.

29. Hotwork

All Hotwork (e.g welding) requires a hotwork permit to be issued prior to any work commencing in any area of the Facility. Written approval must be obtained from the Company, which may be withheld at its absolute discretion.

30. Confined Space Work

All Service Providers must have confined space procedures for the Company to review prior to work being undertaken within any area of the Facility.

31. Painting

- a. Wherever possible paint should be applied by brush or roller.
- b. Written consent from the Company must be obtained before any spray-painting work is undertaken.
- c. All overspray must be contained and limited to your job site.
- d. In windy conditions spraying must not proceed.
- e. Any overspray on surrounding Boats or other property will be cleaned off at the applicator's expense.
- f. Tarpaulins and/or suitable drop cloths must be placed beneath the boat to capture paint residue or drips.
- g. Any preparatory work or cleanup of painting equipment must be undertaken over tarpaulins and/or suitable drop cloths to capture drips etc.
- h. Spilled toxic or harmful substances, including paints, must be promptly and completely cleaned up and the Company notified.
- i. If a site requires a cleanup to be undertaken before the arrival of the next Boat, additional Charges will apply.

32. Masts and Sails

- a. Hoisting of sails while a Boat is on the Hardstand is strictly forbidden.
- b. Climbing of masts while a Boat is on the Hardstand requires the prior written approval of that is an Approved Contractor.

33. Working at Heights

- a. Ladders must be of industrial standard and tied off at the top and secured on even ground at the bottom. Where practicable, the use of ladders as a work platform shall be avoided.
- b. All work platforms shall comply with the following best practice guidelines (a copy of which is available upon request):
<http://www.worksafe.govt.nz/worksafe/information-guidance/al1-guidance-items/best-practice-guidelines-for-working-at-height-in-new-zealand/working-height.pdf>

34. Waste Material

- a. Do not pump oily bilges into the water or onto the ground. Use oil absorbent materials in the bilge. These are available for purchase on at the Facility.
- b. Dispose of used oil into the designated "Used Oil" Container. Drain oil filters well before discarding and do not use them for disposing of fuel or solvents. Dispose of oil filters in the designated recycling bins. Used filters should not be crushed.
- c. Do not place any used paints, paint containers, oils, solvents, batteries or other toxic material into the waste bins. You must make alternative arrangements for disposal of these items. (See the Company for guidance).

- d. Used anodes and scrap metals must be placed in the designated waste bin(s) or otherwise removed for disposal off-site.
 - e. All work areas must be kept clean and cleared of all rubbish on a daily basis (and more frequently if necessary) to prevent possible pollutant release into the environment.
 - f. All used sandpaper, brushes, etc must be cleaned up and deposited in the designated waste bin(s).
 - g. Recyclable plastics, glass and paper items are to be placed in the appropriate recycling bins provided.
35. **Insurance**
Customers must provide proof of insurance as required under the Terms and Conditions.
36. **Environmental protective practices**
- a. Any works undertaken must be screened effectively to prevent Contamination of surrounding Boats and the environment.
 - b. Noisy works shall only be conducted within normal working hours.
 - c. The Facility reserves the right to require Customers and their Representatives to cease any works that it considers excessive or causing a nuisance to other Customers and/or local residents or endangers the environment. In such cases, alternative methods must be found to complete the tasks in question.
37. **Prohibited articles**
The following articles are strictly prohibited within the Facility
- a. Explosive power tools
 - a. Tributyltin or prohibited anti-fouling paints containing lead
 - b. Products containing mercury
 - c. Asbestos
 - d. Anything that is illegal
 - e. Chemicals in 44-gallon (205-litre) drums unless properly banded with oil catchment.
38. **Hazardous Substances**
Where use of a Hazardous Substance is approved by the Company in accordance with clause 9 of the Terms and Conditions such all Hazardous Substance must be properly labelled, handled, stored and disposed of in accordance with the material safety data sheets relating to the Hazardous Substance.
Any person using Hazardous Substances must provide to the Facility Office an inventory list of all Hazardous Substances being used on site.
39. **Fire Safety**
- a. Fire extinguishers are located throughout the Facility. Their locations are clearly marked with the appropriate signage.
 - b. the Company must be notified if this equipment is used.
40. **Safety signage**
Safety signage is placed throughout the Facility to protect the health and safety of staff, customers and others working on or visiting the site. Read the signs carefully and ask the Company if you do not understand them.
41. **Grease and oil spills**
- a. Any oil or chemical substances etc., must be cleaned up immediately and such substances removed from the Facility and disposed of appropriately. Under no circumstances should anything be allowed to pollute watercourses or drains. In the event of accidental occurrence, the matter must immediately be reported to the Company (or the marina office).
 - b. The spill kit is located adjacent to the Facility office. Please report any use of the emergency spill kit to the Facility office so that the kit may be replenished.
 - c. All materials used to remove spills, labour and equipment will be on-charged to the customer responsible for any spill.
42. **Storage of materials and equipment**
No chemical liquids of any type should be left on the ground unless stored in a leakproof plastic container. The Customer and/or any individual using the liquids is responsible for the security of such materials. Any other materials and equipment shall be suitably secured to prevent these becoming airborne in the event of high winds.
43. **Removal of rubbish**
All general boating rubbish is to be placed in the bins provided. All other rubbish and liquids must be taken away by the Customer or the person generating the rubbish in accordance with clause 4.6(b) of the Terms and Conditions.
44. **Trespass Notice**
The Company reserves the right to issue a trespass notice to any person within the Facility who, in the reasonable opinion of the Company, is acting erratically, is under the influence of drugs and/or alcohol, presents a risk to the safety of others or to the operation of the Facility, or who is otherwise acting in breach of these Rules.

The Boat Maintenance Facility Rules will be subject to review on a regular basis and may be updated by the Company from time to time.