

APPROVED CONTRACTOR ACCESS AGREEMENT

MARSDEN COVE BOATYARD FACILITY AND MARSDEN COVE MARINA

Persons intending to carry out services or trade at Marsden Cove Boatyard Facility or Marsden Cove Marina (the **Facilities**) must, as a condition of access, meet the requirements of Marsden Maritime Holdings Limited (**Company**) and be accredited as an Approved Contractor. Please complete and sign this form and submit it to the relevant Facility Office to apply for approval. Approval at all times remains at the Company's discretion.

CONTRACTOR INFORMATION

Full Name:
Company name, or name of individual if sole trader

Representative Name:

Position:

Contact Number:

Email Address:

NZBN (if applicable):

Vehicle/Trailer Registration Number(s):
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PERMITTED SERVICES / SCOPE OF WORK

Description of Work:
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PERIOD OF APPROVED STATUS

Start Date: **End Date:**

PERMITTED WORKING HOURS

From: am/pm **To:** am/pm

After hours access is prohibited except where pre-approved by the Company.

HEALTH AND SAFETY REQUIREMENTS

- **Health and Safety Plan Submitted:** Yes No (Please attach a copy)
 - **Relevant Licenses/Certifications Held:** Yes No (Please attach a copy of relevant qualifications, e.g., EWP, Working at Heights, etc.)
 - **Required Safety Equipment:**
 - High Visibility Vest
 - Hard Hat
 - Safety Footwear
 - Life Jacket (if working on water)
 - Other (Please specify):
 - **Potential Hazards/Precautions In Your Operation:**

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INSURANCE REQUIREMENTS

Insurance Certificate Provided:

- Public liability of at least \$5,000,000: Yes No (Please attach a copy)
- Statutory liability of at least \$2,000,000: Yes No (Please attach a copy)
- Ship Repairer's liability of at least \$5,000,000: Yes No (Please attach a copy)

Vehicle Insurance Information:

- **Insurance Provider:**
- **Policy Number:**
- **Expiry Date:**

ACCESS FEE

Day-to-Day Basis: \$50.00 (plus GST) per day of access to the Facilities. Payable on entry.
 Long Term: By arrangement only and payable in advance.

CONTRACTOR DECLARATION AND AGREEMENT

I, (the undersigned) hereby declare that:

- All information provided in this form and in any attached certificate or document is true, accurate and complete.
- I agree to the Approved Contractor Terms of Access, below. I have also read, and agree to comply with and observe, the Boat Maintenance Facility Rules (as updated from time to time) and any other Company rules or policies provided to me that relate to the Facilities.
- I will comply with applicable law at all times while at the Facilities, including but not limited to the Resource Management Act 1991 and the Health and Safety At Work Act 2015.
- I confirm that I hold the required insurance, certifications and qualifications to perform the work safely and in full compliance with the above requirements and all relevant regulations.
- I understand that Approved Contractor status is granted at the Company's discretion, may be subject to further conditions or requirements, and that a breach of this agreement may result in my access to the Facilities being terminated by the Company at any time (regardless of any existing arrangement I may have with a user of the Facilities).

Signature: **Date:**

As or on behalf of the Contractor



MARSDEN COVE BOATYARD FACILITY AND MARINA APPROVAL

On behalf of Marsden Maritime Holdings Limited

Approved By: (Name)**Position:**

Signature: **Date:**

APPROVED CONTRACTOR TERMS OF ACCESS (ACCESS TERMS)

1. **General Access:**

Subject to these Access Terms, the Contractor is permitted access to the facility solely for the purpose of providing services within the permitted scope of work to a customer who has entered a Haul-Out and Hardstand Contract with the Company. The Contractor's permission to access and use the Facilities is non-transferrable and provided on a non-exclusive basis. These Access Terms do not permit access to any leased or tenanted areas.

2. **Work Hours and Noise Control:**

Work must be conducted during the agreed upon hours, unless prior approval for after-hours access has been obtained. The Contractor must minimise noise, dust, and any other disruptions to other users of the Facilities.

3. **Health and Safety Compliance:**

The Contractor must adhere to all applicable health and safety rules and regulations. A comprehensive Health and Safety Plan must be submitted for review before access is granted. Personal Protective Equipment (PPE) must be worn by all Contractor personnel when required.

4. **Insurance:**

The Contractor must hold adequate insurance coverage to the satisfaction of the Company, which must be current for any period in which the Contractor is accessing the Facilities, and which must include at a minimum:

- a. Public liability insurance of at least \$5,000,000;
- b. Statutory liability insurance of at least \$2,000,000; and
- c. Ship Repairer Liability Insurance a minimum of \$5,000,000
- d. Third-party vehicle insurance of \$5,000,000

The Contractor must provide proof of such insurance to the Company on request.

5. **Environmental Protection:**

The Contractor must take all necessary precautions to prevent spills, contamination, or damage within or around the Facilities, including water contamination, fuel spills, or damage to infrastructure.

6. **Fees:**

The Contractor will pay the access fee on the basis stated in this agreement to the Company's nominated bank account. GST invoices will be provided by the Company on request. Access fees are not refundable.

7. **Contractor Liability:**

The Contractor will be held responsible for any damage caused to the facilities, boats or equipment at the boatyard facility and marina during the course of their work. The Contractor indemnifies the Company and will hold the Company harmless against any claims, damages, losses or expenses arising from the Contractor's acts or omissions within the Facilities.

8. Disclaimer:

The Contractor acknowledges that the Facilities (including any services or equipment) are made available 'as-is' and the Company disclaims all warranties including as to fitness or suitability for any particular purpose. The Contractor is fully responsible for their own equipment and materials and the Company will not be responsible for any theft, loss or damage to Contractor property at the Facilities.

9. Boat Maintenance Facility Rules, Terms and Conditions:

The Contractor must comply at all times with the Boat Maintenance Facility Rules.

The Contractor acknowledges that their work for customers within the Facilities is carried out subject to the Boat Maintenance Facility Terms and Conditions, which extend to the Contractor, and in accordance with those Terms and Conditions:

- a. In limited circumstances described in the Terms and Conditions, the Company may be liable to the customer for damage to the customer's boat relating to the Company's boatlifter. In all other circumstances, the Company will not be liable to either the customer or the Contractor (or their personnel) for any damage, loss, liability, penalty, fine, cost or expense (Loss) in connection with the Haul-Out and Hardstand Contract.
- b. The Company's maximum liability to the Contractor or their personnel for Loss (in contract, tort (including negligence), equity, statute or otherwise) in any way connected with the Haul-Out and Hardstand Contractor the Company's services is the greater of:
 - i. the amount available to be paid out under any relevant insurance held by the Company up to a maximum of \$5,000,000; or
 - ii. three times the value of the charges (excluding disbursements and GST) payable by the customer to the Company under the relevant contract.
- c. The Company is not liable to the Contractor or their personnel in any circumstances:
 - i. for any remote, consequential or indirect Loss, including but not limited to loss of hire, loss of profit, loss of use, loss of opportunity, or additional costs of use (including costs of acquiring a replacement vessel (either temporarily or permanently) or engaging an alternative service provider); or
 - ii. for any Loss of any kind arising from any delay (for any reason) in the provision of any services by the Company under the Haul-Out and Hardstand Contract.
- d. The liability of the Company is limited to the extent that the customer has contributed (whether by way of act, omission, default, contributory negligence or otherwise) to the circumstances giving rise to such liability.
- e. Other than as provided above, the Company has no liability to the Contractor or their personnel for any Loss whatsoever suffered by the customer or their representatives in respect of the Facility.

10. Personnel:

The Contractor is exclusively responsible for supervising their own personnel and ensuring they complete any induction processes, adhere to all required protocols and procedures

and comply with these Access Terms. Any act or omission by the Contractor's personnel in breach of these Access Terms is deemed to be a breach by the Contractor.

11. **Term of Access:**

This agreement, and the Contractor's permission to access the Facilities, will apply from the Start Date and end on the End Date unless:

- a. either the Company or Contractor wishes for any reason to terminate the agreement upon one month's notice; or
- b. the Company terminates this agreement by notice to the Contractor with immediate effect, in the event that the Contractor fails to comply with these Access Terms.

Clauses 7, 8, 9 and 12 survive termination or expiry of this agreement.

12. **Abandoned Property:**

When leaving the Facilities each day the Contractor must remove all of the Contractor's equipment and materials brought on site. Should the Contractor fail to remove any property from the Company's premises after the expiry or termination of this agreement, the Company may (at its discretion) take ownership of and/or dispose of that property without compensation or liability to the Contractor.

13. **Changes to the Agreement:**

The Company may amend the Permitted Services, Permitted Working Hours, Health and Safety Requirements, Access Fees or the Access Terms from time to time in order to meet regulatory or operational requirements. Any other amendments or changes to this agreement must be made in writing and signed by both parties.



(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

- 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.