

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):

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)

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. Ship Repairer Liability Insurance a minimum of \$5,000,000
- c. 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; or
- c. the Company terminates this agreement by notice to the Contractor with immediate effect, in the event that the Contractor has not paid any charges by the due date for payment.

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.

14. Charges and Payments:

Unless stated otherwise, all Rates, Charges and Fees are expressed on a GST exclusive basis and the Contractor shall pay GST in addition to the Rates, Charges and Fees.

Terms

The Contractor must pay the Company the Charges in full, by direct debit, or such other payment method approved by the Company within 3 days of receipt of a valid tax invoice issued by the Company. If any charges are not paid by the due date for payment, the Company shall be entitled to terminate the Contractor's access to the Marsden Cove Boatyard Facility.

The Company may (without prejudice to its other rights and remedies) require that the Customer pay default interest at the rate of 1.5% per month (or part month on all sums due and unpaid from the date the amount became due up until the date of payment. Default interest shall be payable on a compounding basis.