

NELSON MARINA BERTH HOLDER LICENCE TERMS AND CONDITIONS



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PARTIES

THE NELSON CITY COUNCIL (owner and operator of the Marina) (“the Council”).

THE PERSON(S) named in the Schedule of Licence Details (“the Berth-holder”)

INTRODUCTION

The Nelson City Council hereby grants to the Berth-holder a licence to use, occupy and enjoy a Berth in the Marina. The terms and conditions in this licence and all the Schedules attached to this licence compose the Licence.

1. INTERPRETATION

1.1. Definitions

“Authority” means Nelson City Council or any local body, Government or other authority or department having jurisdiction or authority, over or in respect of, the Marina or its use or occupation.

“Berth-Holder Licence” or “Licence” means this document including all the Schedules attached.

“Berth-Holder Fee” means the annual fee payable by the berth-holder to the Marina Supervisor. Being any year, or part of a year commencing on July 1st and ending on June 30th.

“Berth” means the berth in the Marina. A berth can be a floating berth, pile mooring, or dry berth.

“Berth-Holder” means the person named in the Licence as the Berth-holder. And subject to the provisions of this agreement includes the Berth-holder’s executors, administrators, successors and permitted assigns.

“Charter Boat” means a vessel which is available for public charter.

“Commencement Date” means the date on which the berth-holder is allocated a berth.

“Default Rate” means the Council’s bank overdraft interest rate plus a further 4% per annum.

“Council” means the Nelson City Council.

“Facilities” means the foreshore areas; parking areas; driveways; landscaped areas; toilets; launching ramps; and other facilities constructed or placed on, or in, the Nelson Marina by Council, for use of the public and/or berth-holders

“Goods and Services Tax” and **“GST”** means tax levied pursuant to the Goods and Services Tax Act 1985. It includes any tax levied in substitution for such tax.

“Harbourmaster” means the person appointed by the Nelson City Council as Harbourmaster for Nelson.

“Marina Management Committee” means the representatives appointed by each party and shall comprise two representatives from each of the following:

- Council staff
- Marina Berth Licence Holders
- Harbourmaster
- Marina Contract Supervisors

“Marina” means the Nelson Marina situated within the Marina Area. It includes all the Marina infrastructure, structures, facilities, and services provided for the convenience of

Berth-holders, public, and visitors to the Marina.

“Marina Area” means the area defined in the plan attached as Schedule **“B”**. It includes the seabed adjoining the Marina Area together with all structures occupying or within the marine environment.

“Marina Supervisor” means:

- any person or entity who may be appointed as Marina Supervisor, or contracted or appointed as agent from time to time by Council at any time as the Marina Supervisor to manage and administer the Nelson Marina; and
- includes any contractors, sub-contractors, agents, staff or any other persons who have been delegated by the Council at any time to manage the day to day operation of the Marina.

“Marina Rules” means the rules established by the Council from time to time in respect of berth-holders, visitors and users of the marina, and also includes any variation to those rules as may be notified from time to time by Council.

“Nominated Vessel” means the vessel specified in Schedule **“A”** of the Berth-holder licence or any other vessel nominated by the Berth-holder in writing to the Marina Supervisor.

“Lien” means the right to hold another’s property until any debt owing and secured by lien upon that property is settled. The Berth-holder agrees that the Marina Supervisor may exercise a lien on the berth-holders nominated Vessel in lieu of payment of any debt outstanding at any time whilst any debt owing remains outstanding.

“Resource Consents” means the various consents required in respect of the use and occupation of the Marina.

“Notice of Revocation” is the notice issued by the Marina Supervisor advising that the Berth-holder licence to hold a berth at the Nelson Marina is revoked.

“Services” means power, water and any other services provided for the use and benefit of the Berth-holder in the Marina.

Services included:

Pontoon Berth Holders: Power, water supply and hard refuse collection

Pole Berth Holders: Hard refuse collection

“Structures” means the breakwater, fingers, jetties, loading jetty, piles and other structures constructed or placed on or in the Marina Area.

“Term” means the period commencing on the Commencement Date and ending on the Termination Date.

“Termination Date” means the date specified in the Berth-holder’s licence and will be 30th of June each year unless terminated earlier by reason of a licence revocation surrender notice, or agreed departure date.

“Year” means the period from 1st July in any one year until 30th June in the following year, both days inclusive.

1.2. Headings

Clause and other headings are for ease of reference only. They shall not be deemed to form any part of the

context, or to affect the interpretation of this licence.

1.3. Parties

References to parties are references to parties to this licence.

1.4. Persons

Reference to persons shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, government, and government departments. It also includes local and municipal authorities in each case, whether or not having separate legal personality.

1.5. Defined expressions

Expressions defined in the main body of this licence bear the defined meaning in the whole of this licence including the recitals.

1.6. Plural and singular

Words importing the singular number shall include the plural and vice versa.

1.7. Schedules

The schedules to this licence and the provisions and conditions contained in such schedules shall have the same effect as if set out in the body of this licence.

1.8. Clauses and schedules

References to clauses and schedules are references to clauses of, and schedules to, this licence.

1.9. Negative obligations

Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

1.10. Gender

Words importing one gender shall include the other gender.

1.11. Statutes and regulations

References to a statute include references to all regulations, orders or notices made under or pursuant to such statute or regulations made. This includes references to all amendments to that statute or any regulation.

2. APPLICATION

2.1. Application for a Licence

- i) Applications for a licence to use or occupy a berth or any part of a berth shall be made in writing. Application shall be made on the application form prescribed by the Council.
- ii) Every licence to use and occupy a berth, or any part of a berth, includes the terms and conditions of the licence.
- iii) Every holder of a licence shall notify the Marina Supervisor in writing of any change in the holder's address or contact details. This is required so that the Marina Supervisor has current contact details at all times.
- iv) Every person holding a licence who wishes to substitute a different nominated vessel for that specified in the licence shall first obtain the approval of the Marina Supervisor to do so. The Marina Supervisor may in his/her absolute discretion accept or refuse such substitution, provided that the consent to the substitution is not unreasonably withheld.
- v) No licence shall be issued pursuant to this Agreement to any person who owns less than a one-third share of a vessel for which the

- application is made. The Marina Supervisor may require proof of ownership at any time.
- vi) Where a vessel has multiple owners (maximum three) those owners must nominate in writing signed by all the owners, a single individual in whose name the licence will be issued. In default of any such appointment the first Berth-holder named on the licence shall be deemed to be the authorised agent of all the Berth-holders. Where there are multiple owners, Council may require that all owners sign this agreement.
 - vii) A licence shall be issued to a single berth-holder only and that berth-holder shall be responsible for the nominated vessel at all times. They will likewise be solely responsible to meet all fees and charges and ensure compliance with the terms and conditions of this Licence whilst the vessel is berthed in Nelson marina.
 - viii) The Marina Supervisor may require the completion of a statutory declaration, or some other evidence, in respect of an application for a licence. The Marina Supervisor will determine whether to issue a licence on the basis of the evidence provided.
 - ix) Where a berth-holder licence for a nominated vessel has been issued to any person, the person to whom the licence has been issued may, by notice in writing to the Marina Supervisor, request their name be removed from that licence.
 - x) The Marina Supervisor may seek all such information as may be required in respect of any such request and may remove that person's name from the licence, provided that all conditions specified by the Marina Supervisor must in his absolute discretion be met before any name can be removed from the licence. Conditions requiring to be met may include payment of outstanding fees, charges or completion of any outstanding obligations that may be relevant under the terms of the licence, or such other obligations as the Marina Supervisor may reasonably require to be met.

2.2. Duration of and Renewal of Licence

- i) All licences issued pursuant to this Agreement shall expire on the 30th day of June in the next year following the date of issue of the licence.
- ii) Subject to clause (iv) below, every licence issued pursuant to this Agreement may be renewed each successive year, provided that all conditions and obligations under this licence have been met and complied with. This includes the payment of all outstanding fees and charges.
- iii) Where a licence is revoked as a result of a breach of any of these conditions, or where a licence is surrendered, there shall be no right to renew that licence.

- iv) On the renewal of a licence the Council may in its discretion alter or vary any of the terms and conditions of the licence, including the fees and charges payable.

2.3. Failure to Occupy Berth

Should the holder of a licence fail to use or occupy the berth which is the subject of the licence for a period of 6 months or more during the term of the licence without the approval of the Marina Supervisor the Council may revoke the licence by sending a notice of revocation revoking the licence to the last recorded address held by Council. Any such revocation shall not affect or remove the obligation to pay all fees and charges which are payable pursuant to this agreement.

3. CONDITIONS

3.1. Application of terms and conditions

- i) The terms and conditions provided for in this agreement apply to all berth-holders. Every person to whom a licence is issued shall comply with all the terms and conditions in this licence at all times.
- ii) It is the responsibility of the berth-holder to read and understand the terms and conditions of this Licence. In accepting a licence the berth-holder acknowledges that they have read, understood and accept all the terms and conditions of the agreement. They also agree they will abide by the Marina Rules applicable at the time of acceptance of this licence and all

subsequent amendments to those rules.

3.2. Rights to Occupy

- i) No person shall use or occupy any mooring in the Marina without first obtaining from the Marina Supervisor a licence to do so.
- ii) No person shall use or occupy a berth except with the Nominated Vessel specified in the licence.
- iii) Berth-holders may only use the berth allocated by the Marina Supervisor for berthing their Nominated Vessel. An agreement to berth must be obtained from the Marina Supervisor prior to mooring.
- iv) A berth-holder may only have one nominated vessel per assigned berth.

3.3. Recreational use only

Whilst berthed at the marina the Nominated Vessel can only be used for recreational purposes, except where consent has been given pursuant to Clause 13 of this Agreement.

3.4. Control of Marina

All persons in, on or using the Marina and every vessel in the Marina shall be under the control of, and shall at all times obey the orders and directions of the Marina Supervisor.

3.5. Warranty/Representation

On taking up a berth at Nelson Marina the berth-holder warrants and represents that their vessel is seaworthy and in sound working order. They also warrant and represent that the berth-holder is fit and

able to operate the vessel safely at all times. The berth-holder's vessel will at all times be securely, properly, and safely moored to the berth allocated.

3.6. Berth-holder to comply with all Acts, regulations and bylaws

- i) The Berth-holder shall, in its use of the berth and nominated vessel, comply with all statutes, regulations, by-laws, planning decisions, resource consents, and associated conditions. They will similarly abide by all other lawful requirements affecting or relating to the harbour, marina and the berth including the use of the nominated vessel at all times.
- ii) In particular the berth-holder will comply with the requirements of the Electrical (Safety) Regulations 2010, and the Health and Safety in Employment Act, 1992 where applicable.

3.7. Berth-holder to comply with all harbour rules, bylaws and regulations

The Berth-holder shall, in their use of the common waterways within the Marina and the harbour, comply with the provisions of the Ministry of Transport General Harbour Regulations, the International Collision Regulations, Nelson harbour by-laws, and any other provisions passed in substitution for, or in succession to, the above. Similarly they will abide by acts and regulations including any Nelson City Navigation Safety or other Bylaws, passed after the

Commencement Date relating to the use of the common waterways.

3.8. Berth-holder to comply with Rules

The Berth-holder shall at all times comply with the Marina Rules (not attached). In their use of the berth they shall comply with any special instructions issued at any time by the Marina Supervisor, Harbourmaster or any other authorised person.

3.9. Variation of Rules

The Council may vary this licence or Marina Rules by written notice to the Berth-holder, as necessary. Provided that no such variation shall derogate from the rights of the Berth-holder under this agreement. If there is any inconsistency between the provisions of this licence and the Marina Rules the provisions of this licence shall prevail.

3.10. Service of notices

- i) All notices or other communications which the Council or the Marina Supervisor may be required to give to the Berth-holder under this licence shall be deemed to be sufficiently served, given or communicated if given in writing by the Marina Supervisor and either delivered or posted to -
 - (a) The Berth-holder's last known address, or
 - (b) The Berth-holder's agent at the address for the Berth-holder; or
 - (c) The Berth-holder's agent where stated in the Schedule of Licence details, or where notified

in writing by the Berth-holder as the agent at the address provided in those details or notice.

- (d) Where the berth-holder provides a valid email address, by sending notice electronically to that email address.
- ii) Any notices or communications so delivered or posted shall be deemed to have been delivered and received in the ordinary course of post.

4. ASSIGNMENT

4.1. Assignment by Council

The Nelson City Council may assign any or all of its rights under this agreement at any time.

4.2. No Assignment by Berth-holder

- i) This licence is personal to, and shall at all times be held by the Berth-holder.
- ii) The Berth-holder is not permitted to and shall not at any time without the prior written approval of the Council assign, transfer, sublicense, or otherwise dispose, or attempt to dispose of or assign this licence or any interest in it, whether legal or beneficial except as may be provided for under the terms of this licence.
- iii) The Council has the right in its absolute discretion to refuse to permit any assignment.
- iv) For the purpose of this clause, if the Berth-holder is a company, any change or series of changes in the company's shareholding or structure which at any time

alters or may alter the effective control of the company from that existing when the company first took the licence, shall be deemed to be an assignment of this licence. In such situations assignment requires the written approval of the Marina Supervisor.

4.3. Vessel Sale

- i) Should an annual berth-holder wish to sell their vessel an application may be made to the Marina Supervisor in writing requesting a transfer of the Marina licence to the new owner. The Marina Supervisor will consider the matter taking account of the current waiting list, nature and character of referee, and any other criteria the Marina Supervisor in his/her absolute discretion considers relevant. Should a determination be made to grant the assignment the berth-holder will be notified in writing.
- ii) Before a licence can be transferred the existing licence holder is required to settle all outstanding debts owing under this agreement.

4.4. Breach of Intent

Should the Berth-holder at any time enter into any agreement or, scheme of any kind, verbal or in writing, with the intention of avoiding compliance with Clause 4.2, then such action shall be deemed to be a breach of this licence and the licence may be immediately terminated

pursuant to Clause 8 of this licence.

5. SUBLETTING

5.1. Council's right to sublet

- i) In the event of a berth not being required by the Berth-holder, and the Berth-holder not wishing to surrender the licence, the licence holder shall notify the Marina Supervisor. The Marina Supervisor may in his/her discretion permit the use or occupation of the mooring by such other persons, or persons, as the Marina Supervisor determines, on such terms and conditions as may be required.
- ii) Any person who is authorised to use or occupy a berth pursuant to Clause 5.1 (i) shall pay the Marina Supervisor all fees and charges as may be prescribed from time to time by Council, and otherwise comply with the terms and conditions required.

5.2. Credit where Berth sublet

Where the Council sublets a berth under Clause 5.1 (i) a credit for the daily licence fee which the Berth-holder would otherwise pay is to be made to the Berth-holder's account one month in arrears. There shall be no entitlement to any additional credit, nor is there any entitlement to any credit or reduction of fees or charges payable if the berth is not sublet.

5.3. No private rental

- i) A Berth-holder may not at any time or for any reason enter into a private subletting agreement. Any

unauthorised subletting arrangement entered into by the Berth-holder will be a breach of this agreement entitling Council to terminate this agreement.

- ii) Notwithstanding 5.3 (i) above a licence holder may nominate to the Marina Supervisor in writing a person to occupy the berth-holder's berth during the berth-holder's period of absence as a sub lessee.
- iii) The Marina Supervisor will in his/her discretion determine whether or not to approve the person nominated as a sub lessee to occupy the berth-holder's mooring and if approved, the terms and conditions that will apply.
- iv) Nominees who are accepted by the Marina Supervisor will be required to pay fees and charges at the visitor rate current at the time, and comply with all terms and conditions required.

5.4. Maximum term of absence

- i) The Berth-holder may offer their berth to the Council for the purpose of subletting for any period which will not exceed six months, or any combination of periods not exceeding six months in any one year.
- ii) Should the Berth-holder wish to sublet their Berth for a period or periods exceeding six months in aggregate, then the Berth-holder shall make written application to the Marina Supervisor. The Marina Supervisor may grant or withhold approval at its absolute discretion.

6. FEES

6.1. Fees and Charges

- i) The Council may from time to time set fees for the issue of licences or renewal of licences and such fees may be set in respect of an annual licence fee and/or a daily or short term licence fee. Fees may be chargeable in respect of the whole or part of a mooring.
- ii) Fees and charges payable by Berth-holders shall be as set by Council from time to time.
- iii) Fees will be charged according to the greater of the fees and charges set for the particular berth or the vessel's overall maximum length.
- iv) Fees will be charged three monthly (quarterly) in advance, and berth-holders will be invoiced on the last day of the month in each quarter. Payment is due no later than the due date stated on that invoice which will be the 20th day of the following month.

6.2. Agreement to pay fees

The Berth-holder warrants and agrees to pay to the Marina Supervisor throughout the term of any licence, all fees and charges that become due. This will include any additional charges that may become due including any late payment of fees.

6.3. Annual payment

- i) A Berth-holder may agree to pay the full licence fee annually in advance by agreement with the Marina Supervisor.

- ii) On the granting of any licence, the Council or its agent will issue to the Berth-holder a GST invoice for the fees and charges due.

6.4. Payment for a part month

- i) Any person who is issued a licence part way through any year and who has not held a licence for the preceding year or any part thereof shall be charged only such proportionate part of the prescribed fees as the portion of the year then unexpired at the date such licence is issued or renewed.
- ii) The Berth-holder will be charged a pro-rata payment calculated on a daily basis for any period of less than one month the Berth-holder occupies an allocated berth prior to surrender, or revocation of a licence.

6.5. Fees and Charges

All fees and charges in respect of renewable annual licences shall be paid three months in advance.

6.6. Default Interest

- i) Council reserves the right to charge default interest on all or any payments not paid by due date.
- ii) Where Council charges default interest, that interest shall be paid at the Default Rate on any payments due and owing which are not paid within one month after the due date for payment, or such extended period as the Council may in its absolute discretion agree to.

- iii) The default interest rate shall be calculated on a daily basis from the due date for payment until the actual date of payment. All payments owing and overdue shall be payable on demand.
- iv) Council shall be entitled to recover default interest in addition to, and without prejudice to any other rights, powers and remedies Council may have in respect of all overdue amounts.

6.7. Other duties and taxes

The Berth-holder shall pay all GST duties, taxes and any other payments which may be due or become due in respect of this licence. The berth-holder shall indemnify Council in respect of any matter arising from non-payment of any such duties, taxes and other imposts paid or payable by it in any capacity whatever.

7. DEFAULT

7.1. Failure to Pay Due Fees and Charges

- i) Failure to pay the Berth-holder's annual fee or any other moneys payable under this licence shall be a breach of the Berth-holder's obligations under this licence. Notwithstanding any other remedy which Council may have, the Berth-holder shall be liable to pay the Council interest at the default rate from the date the payment is due until such time as the payment is actually made.
- ii) In addition Council shall be entitled to recover

damages for any other loss arising from any such breach. All costs incurred by the Council in recovering any debt owing to it (including all costs, fees, charges, legal fees, transport, storage, and the cost of disposal of vessels) become a cost due from the Berth-holder to Council.

- iii) The right to interest and damages shall continue as provided for in this clause notwithstanding any surrender or revocation of the Berth-holder's Licence. All such costs and charges shall be in addition to any other rights and remedies which the Council might have.
- iv) The acceptance by the Council of any arrears of the Berth-holder's debt or other moneys payable under this licence shall not constitute a waiver of the Berth-holder's continuing obligation to pay the Berth-holder's annual fees or other payments or fees due and owing.

8. REVOCATION AND TERMINATION

8.1. Breach of licence

- i) In the event of a breach by the Berth-holder or any failure by the Berth-holder to pay any of the fees and charges due and owing under this Agreement, or of the terms and conditions of this licence or any of the schedules attached to this licence the Council may terminate and revoke this licence.
- ii) Before terminating or revoking a licence the Council shall issue a written

- 'Notice of Revocation' to the Berth-holder of its intention to terminate and revoke the licence and the reason. The Council shall give the Berth-holder 14 days from the date of the notice to remedy that default.
- iii) Council shall serve a Notice of Revocation upon the Berth-holder either personally or by delivering or sending the notice to the last known address or place of residence or business of the Berth-holder.
- iv) Where the default is not remedied, the licence shall be revoked and terminated. In signing this agreement the Berth-holder agrees that the Council may take, at the cost of the Berth-holder all steps necessary, to move any vessel remaining in use or occupation of the berth. In particular Council shall, prior to exercising its power under this clause, give a written Notice of Revocation to the Berth-holder that Council will within one month of the date of such notice remove any vessel which remains in use or occupation of the mooring contrary to the terms of this licence.
- v) Except in the case of gross negligence or any wilful improper action on the part of Council, no person shall be entitled to be paid or claim any compensation or damages of any kind in respect of the revocation of a licence. Any action taken by the Council as a result of such revocation and all costs incurred by Council and all overdue payments will become due as a debt to Council from the Berth-holder.
- 8.2. Removal of vessel**
- i) Upon the termination/ revocation of a licence, the Berth-holder shall within seven days of the date of the notice remove any vessel occupying the Berth.
- ii) If the Berth-holder fails to remove such vessel the Council may take all steps necessary to do so and all costs incurred by the Council in so doing including any costs relating to storage and disposal shall become due as a debt from the Berth-holder.
- 8.3. Sale of vessel**
- i) Where the Berth-holder fails to pay all outstanding costs, fees and charges the Council may offer the vessel for sale by public auction and apply such of the proceeds of any resultant sale:
- Firstly in satisfaction of the Berth-holder's outstanding debt;
 - Secondly in respect of the Council's expenses incurred in the removal and storage including administrative expenses and the cost of providing custodians;
 - Thirdly in or towards satisfaction of any other debts or liabilities owed by the Berth-holder to the Council;
 - Any sum left over shall be paid to the Berth-holder.
- ii) The Berth-holder hereby irrevocably appoints the Council to be the attorney

of the Berth-holder to execute all documents and do all things as may be necessary to give effect to such sale by way of settling the Berth-holder's debt to the Council.

8.4. Forfeiture of moneys

- i) The Berth-holder shall have no rights to any compensation or claim of any kind against the Council arising from a vessel sale pursuant to the terms of this agreement.
- ii) In the event that the proceeds of such sale are not sufficient to pay the costs of sale, and/or to satisfy fully such debts or liabilities, the Berth-holder shall remain personally liable to the Council for the amount which remains unsatisfied.

8.5. Ongoing liability

The licence holder including any Body Corporate; sole trader; partnership; or organisation; will be responsible to continue to pay any and all Annual Berth-Holder Fees incurred regardless of whether the vessel is moored at the berth, until the licence is revoked or surrendered as confirmed by the Council in writing.

8.6. Previous breaches

The Council's decision to exercise its rights under this licence shall be without prejudice to the rights of the Council against the Berth-holder in respect of any antecedent breach of any of the provisions of this licence.

9. INDEMNITY & INSURANCE

9.1. Indemnity

The Berth-holder shall indemnify the Council against all actions, claims, demands, losses, damages, costs and expenses for which the Council shall be or become liable arising from:

- (a) The use or misuse of the Marina by the Berth-holder or persons under the control of the Berth-holder;
- (b) Any act or omission by the Berth-holder or persons under the control of the Berth-holder, and
- (c) The recovery of the Berth-holder's debt or other moneys payable by the Berth-holder under the provisions of this licence.

9.2. Responsibility for Vessel

The vessel and all property brought onto the marina by the Berth-holder or Berth holder's agents, representatives, or invitees are at all times the responsibility of the Berth-holder. Whilst at Nelson Marina the Berth-holder is solely liable for all damage, losses caused to or by the Berth-holders vessel, however caused.

9.3. Council not liable for loss

- i) Except as provided in clause 9.3 (ii) below all vessels use and berth at the Marina at their own risk. The Council shall not be liable and accepts no responsibility for any loss or damage to vessels, boats, craft, third party property or persons using

the same within the confines of, or near to the Marina whatever the cause. Similarly the Council will not be liable for the adequacy or otherwise of the Marina, or of the Berth or any part of the facilities of the Marina.

- ii) The Council shall be liable to the Berth-holder or any person for any loss or damage to property, only to the extent where the acts or defaults of the Council, or its servants, or agents, or contactors, or otherwise are proven to contribute to such loss or damage as a result of gross negligence or failure of Council or any of its duly appointed contractors or agents to observe the terms of this Agreement.

9.4. Berth-holder to insure vessels

The Berth-holder shall throughout the Term keep all of the Berth-holder's vessels, equipment and other property in the Marina fully insured against loss or damage by fire, explosion, storm, tempest, earthquake and all other usual maritime risks.

9.5. Berth-holder to effect public liability cover

- i) The Berth-holder shall also affect adequate public liability insurance in respect of loss or damage to property of others (including the Berth-holder) or any claim arising from the use of the berth.
- ii) The amount of such liability insurance shall be as specified by the Council from time to time. A Certificate of Insurance shall be provided by the

Berth-holder if requested by the Marina Supervisor.

9.6. Berth-holder not to invalidate insurance

- i) The Berth-holder will not do anything or allow anything to be done which may render void or voidable any policy of insurance held in respect of the Marina by Council or any policy held by the Berth-holder.
- ii) If the Berth-holder does not comply with this clause then any increased or extra premium which then becomes payable in respect of any such insurance, the Berth-holder will forthwith on demand pay to the Council.

10. DESTRUCTION OR DAMAGE

10.1. Reinstatement

- i) If a 'Structure' shall during the term of the licence be destroyed or damaged, whether remaining partially available for use by the Berth-holder or incapable of use. If there shall be sufficient insurance moneys to repair and reinstate fully, the Council shall proceed with all reasonable speed to repair and reinstate the Structure.
- ii) If there shall be insufficient moneys to repair and reinstate the structures or any necessary part of the structures fully or, if any necessary permit or consent to fully rebuild the structures cannot reasonably be obtained, then the Council may elect, by giving written notice to the Berth-holder within one

month of the date of such damage or destruction, either to:

- proceed with such repair, as may be possible, or
- revoke this licence in which event this licence shall be terminated.

- iii) During the effecting of such repairs or reinstatement and until its completion, the Berth-holder shall be relocated and shall continue to pay the Annual Licence Fee.
- iv) Where relocation is not possible the Council may suspend payment of the annual licence fee.

10.2. Any repair or reinstatement under this clause will be carried out by the Marina Supervisor using such materials and forms of construction and according to such plans as shall be reasonably determined by the Council.

10.3. The Berth-holder shall be

- i) Liable for any damage, excluding normal wear and tear, where that damage is caused by the Berth-holder.
- ii) In such case the cost of the repair of such damage shall be as determined by the Council's insurers, and subject to Clause 10.3 (iii) below. There shall be no right of relocation pursuant to Clause 10.1 (iii), and the annual fees shall continue to be paid in respect of the Berth-holder's berth.
- iii) Notwithstanding clause 10.3 (ii), if requested by the berth holders, the Council shall make

reasonable endeavours to relocate a vessel to another berth if another berth is available whilst repairs to the damage are carried out.

11. VESSEL MAINTENANCE

11.1. Maintenance

The Berth-holder shall keep any vessel occupying the Berth in good serviceable condition and repair so as not to obstruct, interfere with or endanger other vessels navigating or berthed in the Marina.

11.2. Hull Cleaning

- i) The Berth-holder shall keep hulls clean of designated marine pests and free of conspicuous bio-fouling, and undertake regular cleaning and antifouling.
- ii) Designated marine pests means any unwanted organism declared by the Ministry for Primary Industries or named in the Regional Pest Management Plan current for Nelson and Tasman.
- iii) Conspicuous bio-fouling means more than 16% of the hull surface below the waterline covered in macro-fouling organisms (does not include slime).
- iv) Council may from time to time inspect vessels to ensure compliance with this clause. In the event of non compliance the Marina Supervisor or Harbourmaster may require the vessel to be removed from the water until such time as the vessel complies with the requirements of this clause.

11.3. Repair notice

Should the Berth-holder default in compliance with the provisions of sub-clause 11.1 or 11.2, the Marina Supervisor may serve a notice on the Berth-holder requiring the Berth-holder to repair/clean any vessel occupying the Berth within a reasonable time.

11.4. Failure to respond to notice

- i) Should the Berth-holder fail to comply with a notice given under clause 11.3 within the time specified in the notice, the Council may (but without any obligation to do so), and without further notice, remove any vessel occupying the Berth and recover the cost of removal from the Berth-holder.
- ii) Where the Council removes any vessel in accordance with this clause it shall be entitled to a lien on the vessel to the extent of the costs of removal and storage.

11.5. Custodians

The Council may place and maintain on any vessel removed pursuant to sub-clause 11.4 such number of custodians as may be necessary in the circumstances and charge that cost as a debt to the Berth-holder.

11.6. Failure to repair

Should the Berth-holder fail to make satisfactory arrangements for payment of debt and the repair and/or removal of any vessel removed pursuant to sub-clause 11.4 within the period of one month after the date of

such removal the Council may at any time thereafter revoke the Berth-holders licence, and recharge the cost of removal, transport, and storage, as a debt to the Berth-holder.

12. SUNDRY PROVISIONS

12.1. Relocation

The Council may at any time, following consultation with the Berth-holder, require the Berth-holder to vacate the berth either on a temporary or permanent basis and to occupy another berth within the Marina. In the case of a temporary relocation the Council shall take all reasonable steps to ensure that the new berth is of no lesser size and has the same facilities as the Berth that the vessel has been relocated from.

12.2. Permanent relocation

In the case of a permanent relocation the Council shall ensure where possible that the new berth is of sufficient size to accommodate the vessel, has the same facilities, and is no less conveniently located than the Berth in the opinion of the Marina Supervisor.

12.3. No compensation

The Council shall not be liable to pay any compensation in respect of any relocation under this Clause 12.2 of this agreement.

12.4. Application of this licence

The terms of this licence shall continue to apply to any berth to which the Berth-holder is relocated whether on a temporary or permanent basis.

12.5. Emergencies etc

The Council reserves the rights to use the Berth in the case of an emergency and also to require the Berth-holder to vacate the Berth if necessary to allow urgent repairs to be carried out. In such circumstances the Marina Supervisor shall use best endeavours to provide an alternative berth or mooring if possible.

12.6. Unlicensed vessels

- i) The Marina Supervisor or any other person authorised by the Council may remove or cause to be removed any unlicensed vessel occupying any mooring. Removal may be to any other part of the Marina or the Nelson Harbour and/or a third party.
- ii) The Marina Supervisor or such other person may place and maintain on such vessel a custodian.
- iii) The costs and expenses of removing a vessel and placing and maintaining a custodian shall be payable to the Council by any person who in contravention of this Agreement has caused or permitted the vessel to occupy the mooring. All such costs and expenses accrued shall be recoverable by the Council as a debt due to the Council in any Court of competent jurisdiction.

13. CHARTER BOATS

13.1. Written consent to use of berth for Charter Boats

- iv) The Berth-holder shall not allow the Berth to be used

by a Charter Boat unless the written consent of the Council is obtained.

- v) The Council's consent may be given or withheld at its absolute discretion.

13.2. Conditions of use

Where the Council has consented, in accordance with the provisions of sub-clause 13.1, to the use of the Berth by a Charter Boat it may impose such terms and conditions to the use of the Berth, as it in its absolute discretion, it deems fit.

14. RECREATIONAL VESSELS ONLY

No person shall use or permit to be used any mooring to berth a commercial fishing vessel, work vessel, or commercial freight carrier.

15. PILE MOORINGS

15.1. Pile Mooring

- i) Where the Berth is a pile mooring the Berth-holder acknowledges that it will not have the use of power or water services at the pile mooring.
- ii) With the prior approval of the Marina Supervisor, the Berth-holder may store a dinghy on site where indicated by the Marina Supervisor.

16. COUNCIL'S RIGHT OF LIEN AND SALE

- i) In respect of any default under this agreement, in addition to any other remedies, the Council has the right to remove any vessel, or to lock/impound the vessel at the berth. Alternatively the vessel

- may be impounded in a storage facility owned by the Council or third party, until all outstanding fees, charges and payments properly due and owing are paid.
- ii) In such case Council shall be entitled to a lien on the vessel to the extent of those outstanding fees and charges, and the costs of securing the vessel, or removal and storage as the case may be.
 - iii) Should the Berth-holder fail to claim their vessel within the period of one month after the date of such removal and pay all outstanding fees and charges due and owing, the Council may at any time thereafter offer the vessel for sale.
 - Firstly in satisfaction of the Berth-holder's outstanding debt;
 - Secondly in respect of the Council's expenses incurred in the removal and storage including administrative expenses and the cost of providing custodians;
 - Thirdly in or towards satisfaction of any other debts or liabilities owed by the Berth-holder to the Council.
 - Any sum left over shall be paid to the Berth-holder.
 - iv) The Council may retain any excess payments made and apply the same in satisfaction of, or on account of, any other moneys owing by the Berth-holder under this licence.

17. MARINA SUPERVISOR

- i) Any matters or requirement to be undertaken by, or obligations to be fulfilled by Council pursuant to this agreement may be undertaken or carried out by the person or entity appointed by Council as the Marina Supervisor. All powers, duties and obligations under this agreement are delegated to the Marina Supervisor or such person or entity as the Council from time to time may appoint as Marina Supervisor.
- ii) In all matters relating to the Marina, the first contact for Berth-holders shall be the Marina Supervisor.
- iii) The Marina Supervisor shall be responsible on behalf of Council for ensuring compliance with the terms of this agreement and the Marina Rules.

18. DISPUTES AND COMPLAINTS

- i) A Berth Licence holder may make a written submission to the Marina Management Committee with concern of a complaint or unresolved dispute.
- ii) The Marina Management Committee may make a recommendation to Council for consideration.
- iii) Council and the Marina Supervisor will liaise with the Marina Management Committee in regards to proposed changes to rules, fees and charges.

SCHEDULE "A"

Fees PAYABLE (Clause 1.1)

1. All rates, charges, taxes, assessments, duties, royalties, impositions, levies and fees at any time payable to the Marina Supervisor or any legislative or regulatory authority
 - (a) In respect of the Marina; or
 - (b) In respect of this licence; or
 - (c) In respect of the Berth-holder's use of the berth; or
 - (d) Any other fee, charge, tax or imposition, due as a result of the Berth-holder's use of the berth.
 - (e) Any fees or taxes due as a result of entering the country where Nelson is the first port of call.
2. All costs and expenses of providing, operating, repairing, servicing and maintaining services provided where such services are not included in the Annual Berth-holder Fee and particularly those services separately metered.
3. All extraordinary costs not normally associated with, or contemplated by the parties as management or operational costs being costs which are not incurred in the normal course of the control, operation, occupation, maintenance and management of the Marina but nevertheless incurred by the Council in respect of the Marina.
4. All costs and expenses (including all legal fees) incurred by the Marina Supervisor or Council in:
 - i) Instituting, prosecuting and undertaking or settling any legal proceedings to obtain or recover any moneys payable to the Marina Supervisor or Council by the Berth-holders;
 - ii) Any costs incurred in transporting, storing and disposing of a vessel where the Berth-holder is in breach of the Conditions of this Agreement and where such conditions allow for the seizure and sale of the Berth-holder's vessel.

LIVING ABOARD RULES

5. Living on board is by permit only, the maximum number of live-aboard vessels is three per pontoon or as specified by Council.
6. A list of berth holders waiting to live on board and their boats will be maintained in order of application date priority and available for public inspection in the Marina Supervisor's office.
7. The order of allocation shall be to the highest priority boat on the 'Waiting List' that best fills a berth on the available pier.
8. Only owners and their immediate families are permitted to stay aboard.
9. Electricity consumption shall be limited to battery chargers and small household appliances such as television and radio. Electric heaters are not permitted.
10. Piers and finger piers must be kept clear at all times. Laundry, bicycles, and building projects should be kept to a minimum and put away at the end of each day.

11. Animals (excluding caged birds) are not permitted on 'Live Aboard' boats except as permitted by the Marina Supervisor in writing and subject to any conditions the Marina Supervisor may require.
12. Shore side toilets and showers are to be used and no material is to be deposited overboard.
13. Any Live-aboard tenant who is away from the marina with their boat for more than three months, but who continues to pay a permanent berth fee, shall, on their return to the marina, if they request to go on the Live-aboard waiting list, be placed at the bottom of that list.
14. Any Live-aboard tenant who does not live aboard their boat in the marina for a period longer than three months shall lose their Live-aboard status.
15. Any permanent berth holders staying on their boat for more than five nights per month will be charged 'Visitor' rates and 'Visitor' rules Time Limit will apply.
16. 'Live Aboard' tenants shall pay a 'Live Aboard' fee per month over and above their permanent mooring rate. This fee will be subject to regular review.

VISITOR RULES

17. Visitors to the marina are permitted to stay aboard their boats.
18. The maximum period of stay for visitors is three months per year, or a period of extension as agreed by the Marina Supervisor.
19. The "Visitors" rates shall apply. These shall be subject to regular review.

VOLTAGE ELECTRICAL SUPPLY THROUGH A SHORE-MOUNTED ISOLATING TRANSFORMER

(Informative)

This marina provides power for use on your recreational boats through an isolating transformer to reduce corrosion (electrolysis) that may arise from a connection to the copper-based marina electrical protective earthing system.

YOUR RECREATIONAL BOAT'S LOW-VOLTAGE ELECTRICAL SYSTEM MUST COMPLY WITH AS/NZS 3004.2.

ON ARRIVAL

- (a) The low-voltage electrical supply from the isolating transformer at your berth is 240 V 50 Hz. The socket-outlet provided will accommodate a standard IP66 plug. The maximum available current is 16 A.
- (b) Where a boat is provided with more than one low-voltage electrical supply, the supplies must have the same method of connection, that is, by connection through an isolating transformer with the hull and conductive parts bonded.
- (c) Precautions should be taken to prevent the supply lead from sagging or falling into the water and, particularly, to prevent either end of the supply lead falling into the water if it should become disengaged.
- (d) Only one boat supply lead should be connected to any one socket-outlet.
- (e) The supply lead should be in one length and should not be used while coiled.
- (f) The entry of moisture and salt into a boat's appliance inlet may cause a hazard. Examine carefully and clean before connecting to the marina low-voltage electrical supply.
- (g) It is dangerous for unskilled persons to attempt repairs or alterations. If any difficulty arises, consult the marina management.

BEFORE LEAVING

- i) Ensure that the marina low-voltage electrical supply is switched off and the supply lead is disconnected.
- ii) The supply lead should be disconnected first from the marina socket-outlet and then from the boat appliance inlet. Any cover that may be provided to protect the appliance inlet from the weather should be securely replaced.
- iii) The supply lead should be coiled up and stored in a dry location where it will not be damaged.

BERTHING INSTRUCTIONS FOR CONNECTION TO THE MARINA LOW-VOLTAGE ELECTRICAL SUPPLY THROUGH AN ON-BOARD ISOLATING TRANSFORMER OR WITHOUT AN ISOLATING TRANSFORMER

(Informative)

This marina provides power for use on your recreational boats with a direct connection to the marina low-voltage electrical supply which is connected to a copper-based marina electrical protective earthing system.

An isolating transformer fitted on-board to isolate the low-voltage electrical system of your boat from the marina low-voltage electrical supply system may reduce corrosion activity caused by the coupling of your recreational boat's earth to the marina electrical protective earthing system and/or other recreational boats.

Additional sacrificial anodes or galvanic isolators complying with AS/NZS 3004.2 Clause 4.6.4 may be used to reduce these effects. (Refer to the AS/NZS 2382 series of Standards for suitable cathodic protection practices.)

YOUR RECREATIONAL BOAT'S LOW VOLTAGE ELECTRICAL SYSTEM MUST COMPLY WITH AS/NZS 3004.2.

ON ARRIVAL

- (a) The low-voltage electrical supply at this marina is at 240 V, 50 Hz supplied by socket-outlets which will accommodate a Standard IP66 plug. The maximum available current is 16 A.
- (b) Precautions should be taken to prevent each supply lead from sagging or falling into the water and, particularly, to prevent either end of the supply lead falling into the water if it should become disengaged.
- (c) Only one boat supply lead should be connected to any one socket – outlet.
- (d) The supply lead should be in one length and should not be used while coiled.
- (e) The entry of moisture and salt into a boat's appliance-inlet may cause a hazard. Examine carefully and clean before connecting to the marina low-voltage electrical supply.
- (f) It is dangerous for unskilled persons to attempt repairs or alterations. If any difficulty arises, consult the marina management.

BEFORE LEAVING

- i) Ensure that the marina low-voltage electrical supply is switched off and the flexible cord is disconnected.
- ii) The supply lead should be disconnected first from the marina socket-outlet and then from the boat appliance inlet. Any cover that may be provided to protect the appliance inlet from the weather should be securely replaced.
- iii) The supply lead should be coiled up and stored in a dry location where it will not be damaged.

SCHEDULE "B" – Marina Area



MARINA RULES

The following rules have been established to provide for the efficient and harmonious operation of the Marina and for the safety of the berth-holders and visitors to the Marina.

1. BYLAWS

All persons are required to obey all bylaws that may at any time be in force and as may be amended from time to time at all times whilst in Nelson Marina.

2. OBSTRUCTION OF ENTRANCES

No person shall obstruct any of the entrances to the Marina or use them for any purpose other than access to and from the Marina.

3. BERTH LINES

i) All berth lines will be sufficient to meet the current industry standard, for the purpose of berthing vessels; shall be of sufficient strength; and secure safely a vessel of the size and weight allocated to the berth.

ii) Where required by the Marina Manager the berth-holder will pay the cost of fixing, repairing and replacing any lines that fail the inspection of the Marina Manager.

iii) Should the berth lines prove to be inadequate to secure a vessel all liability rests with the berth holder.

iv) No person shall interfere with any berthing line without good cause relating to safety of the vessel or safety of other vessels or persons unless authorised by the Marina Manager.

v) The berth-holder issued pursuant to this agreement shall ensure that all halyards, lines, ropes, rigging and sheets on the licensee's vessel whilst berthed in the Marina are secured so that they shall not create any excessive noise, or hazards.

4. SERVICES (means power, water and any other services provided for the use and benefit of the Berth-holder in the Marina)

i) Persons may use the Services provided for them on an occasional basis only.

ii) If a person requires more regular use of any services then such use shall be subject to the prior written approval of the Marina Manager which may make an extra charge to cover the costs of providing such Services.

iii) No person shall use any Services for a purpose for which it was not designed.

5. NAVIGATION AREA

No person shall moor or navigate any vessel within the Navigation Area so as to create a danger, impediment, obstacle or inconvenience to any other vessel.

6. SECURITY

Berth-holders shall take all reasonable steps to protect any vessel occupying the Berth from theft and vandalism and shall keep all hatches and other openings closed and securely fastened when such vessel is not in use.

7. FIRE HAZARDS

Persons shall not do anything in the Marina which creates a fire hazard or which may contravene the regulations or bylaws of any Authority and, without limitation, shall not use firefighting equipment supplied by the Marina Manager for any purpose other than the fighting of fires.

8. DANGEROUS GOODS

No person shall bring into, store or use within the Marina any chemicals, inflammable gases, fluids or substances except in the ordinary course of using such items for recreational purposes.

9. NUISANCE

- i) No person shall make any improper noise or interfere in any way with other persons lawfully in the Marina.
- ii) Noise shall be kept to a minimum at all times and no person shall create a nuisance by the use of television, radio, musical apparatus, or any other form of sound reproduction.
- iii) No person shall on or about a mooring or on or about any vessel occupying a mooring use abusive or improper language
- iv) No person shall commit any act calculated to or likely to provoke or result in a breach of the peace or do or omit to do anything constituting or likely to constitute a public nuisance.
- v) No unlawful activities shall be conducted from the Marina.

10. DOMESTIC RUBBISH

- i) No person shall deposit any domestic rubbish or useless property in the Marina or upon Marina structures.
- ii) All rubbish shall be deposited in the receptacles provided.

11. DISCHARGE OF POLLUTANTS, LITTER AND RUBBISH

- i) No person shall discharge any poisonous, noxious, dangerous or offensive substance or thing into or onto the Marina and shall comply in all respects with the provisions of the Resource Management Act 1991 in respect to the use and occupation of the marina.
- ii) In particular, but without limitation, no person shall discharge any sewage or otherwise empty any latrines into the waters of the Marina or otherwise dispose of any garbage, oil, fuel or other material whatsoever into the Marina except into containers provided by the Marina Manager. Or do anything/fail to do anything that would cause deterioration of the waters of the Marina or the waters adjacent thereto.
- iii) No person shall in any part of the Marina:

(a) Break or cause to be broken or throw or abandon, cast or leave, whether broken or not any glass or pottery object, tins, bottles, paper, paper wrappings, plastic bottles, bags or containers, plastic sheet, litter, rubbish, oil or other articles or thing likely to be unsightly or to cause any nuisance or danger to public health or safety;

(b) Scale, clean or gut any fish or throw cast or leave or deposit any fish, or any portion of a fish or a carcass of any dead animal, or fowl or any vegetable matter likely to cause a nuisance, injury or danger to public health or safety, nor shall any person leave offensive matter in any vessel in the Marina.

12. SHARING OF MOORING

No person shall tie or raft a vessel to any other vessel moored in the Marina except in such area or areas of the Marina set aside by the Marina Manager specifically for that purpose.

13. NOTICE OF DEFECTS

Persons shall promptly notify the Marina Manager on becoming aware of any defect or damage to the Marina.

14. ALCOHOL

No person shall consume alcohol within the Marina except on private vessels or on licensed premises or other premises where consumption of alcohol is not prohibited by law.

15. STORAGE

No person shall store any property, gear or equipment under their control or direction at the Marina, without the prior written consent of the Marina Manager.

16. FISHING

Fishing is not permitted in any part of the Marina unless direction is given by the Marina Manager.

17. NO SWIMMING

Except where necessary for the inspection of the Berth-holders vessel, no person shall swim or dive within the Marina without prior approval in writing from the Harbourmaster and Marina Manager.

18. NO CYCLING

No person will cycle or permit its guests, visitors, agents to cycle on pontoons at any time.

19. LIVING ON BOARD

Where Living–Aboard is permitted by the Marina Manager.

<http://nelson.govt.nz/assets/Services/Downloads/liveaboard-application.pdf>

20. ANIMALS

- i) No person shall permit any animal under their control to enter or remain in the Marina unless properly controlled and provided it does not disturb other persons.
- ii) Persons shall be responsible for promptly cleaning up and disposing of any droppings of any pets brought to the Marina by themselves, or their invitees, in a proper manner.

21. USE OF LANDING STAGES

- i) No person shall use the Marina landing stages for any purpose other than for embarking or disembarking passengers or stores except with the prior approval of the Marina Supervisor and then on such conditions as the Marina Supervisor may impose.
- ii) No person shall use any water supply in or around the Marina landing stages other than for washing down vessels, domestic or culinary purposes.

22. ALTERATION OF MOORING

- i) No person shall alter or modify any structure or thing associated with or forming part of a mooring without the permission of the Marina Manager.
- ii) Only fenders approved by the Marina Manager may be used within the Marina.

23. PARKING OF VEHICLES WITH TRAILERS AT THE BOAT RAMP

- i) No person shall park any vehicle or boat trailer in the Marina Parking Area without having first paid the charges for so doing as fixed by the Marina Manager from time to time.
- ii) No person shall park any vehicle or boat trailer in the Marina Parking Area for a period in excess of 72 hours without the permission and without having first paid the charges for so doing as fixed by the Marina Manager from time to time.
- iii) Where a vehicle or vessel including trailers whether empty or full has been parked in excess of 72 hours without authorisation from the Marina Manager such vehicle or vessel will be deemed to have been abandoned and the owner covenants that the Marina Manager may dispose of said vehicle or vessel as it sees fit. In such circumstances the owner of the vehicle/vessel agrees no liability for removal and disposal attaches to the Marina Manager. All such liability is therefore expressly denied.
- iv) Any vehicle and/or boat trailer which is parked in any Marina parking area in a manner not in conformity with this bylaw, may be removed by or at the request of any officer duly authorised by the Council to any nearby lawful place for vehicle parking or to any Council vehicle park or to any yard in the city occupied by a company engaged to remove such vehicle, as the said officer shall think fit.
- v) Such vehicle and/or trailer may be detained in such place until the reasonable costs of the removal and of any subsequent daily storage are paid.

24. CAREENING GRID

No person shall use or occupy or moor to, tie to or place a vessel on the Careening Grid without first obtaining the permission of the Marina Manager so

to do and then on such terms and conditions as the Marina Manager may impose.

25. SHOWER FACILITIES

No person shall use the shower facilities in the Marina Amenities Building without first having obtained a key to those facilities from the Marina Manager and paying to the Marina Manager such deposit and other charges for such use as fixed by the Council from time to time.

26. VISITING VESSELS

No person shall use or occupy a mooring in the Marina which has been set aside by the Council for visiting vessels except with the consent of the Marina Manager and then only on such terms and conditions and for such duration as specified by the Marina Manager (See also "living on board").

27. BOAT STORAGE PARK

No person shall use the Boat Storage Park without first paying the charges for such use as fixed by the Council from time to time.

28. USE OF BOAT RAMPS

i) No person shall use any boat ramp within the Marina Area otherwise than in accordance with any rules which the Council may from time to time, by resolution, establish.

ii) No person shall use any boat ramp for the launching of any trailer boat without having first paid

any fees or charges which may be fixed by the Council from time to time in respect of such use, and displaying the appropriate ticket, label, sticker or other proof of such payment in a prominent and easily seen position on the trailer, or in or on the towing vehicle.

29. SAFETY

i) Any person mooring or tying up a vessel in the Marina shall ensure that:

(a) The vessel is properly and safely secured to whatever it is moored or tied to.

(b) All access ways and waterways are kept clear.

(c) The vessel is in a good and safe state of repair.

(d) In the event of any accidental spillage into the Marina immediate steps are taken to notify the Marina Supervisor where the spillage poses a threat to any other vessel, property or thing, and with advice remedy any damage caused.

(e) The name of the vessel is clearly displayed on the vessel.

(f) There is on the vessel an adequate fire extinguisher or firefighting appliance.

ii) No person shall commence or carry out any repairs, alterations or work on any vessel in the Marina involving welding; flame cutting; or grinding without complying with the provisions of the General Harbour (Ship, Cargo and Dock

Safety) Regulations 1968 or any amendment thereto or any regulation made in substitution thereof.

iii) Any repairs, alterations or works on or to any vessel in the Marina must not be undertaken without the prior approval of the Marina Manager in writing, and any conditions imposed by the Marina Manager must be strictly observed. All work must be carried out in a safe and proper manner by Contractors approved by the Marina Manager. Minor work may be undertaken on private vessels by owner.

iv) If the Marina Manager is of the opinion that any repairs, alterations or works are not being carried out in a safe and proper manner he may order that all work cease and every person carrying out such work cease until the Marina Manager is satisfied the work does not pose a risk to vessels, users, visitors, customers or the general public.

v) No person shall bring into or keep in the Marina any motor spirit, petroleum products, fuel oil, liquefied petroleum, gas, compressed natural gas, kerosene or goods without the permission of the Marina Manager provided that a vessel may store small quantities of fuel in safe containers in quantities reasonably required for the vessel's engines or stoves.

30. OPERATION OF VESSELS IN THE MARINA

i) No person shall operate in the Marina a vessel the engine of which causes excessive noise.

ii) No person shall cause excessive noise by accelerating or racing the engine of a vessel while the same is stationary.

iii) No person who is under the age of 15 years shall operate or navigate a vessel within the Marina.

iv) No person shall operate or navigate a vessel within the Marina at a speed exceeding 5 knots in the main channel or 3 knots elsewhere.

v) Every person who operates or navigates a vessel within the Marina shall as far as is practicable do so at such a speed that waves caused by the movement of the vessel through the water do not break against the shore or against any structure within the Marina.

31. EMERGENCY CONTACT

i) Every person shall advise the Marina Manager of the name and telephone number of a person other than the Berth-holder who can be contacted by the Marina Manager in the event of an emergency.

32. VISITORS TO THE MARINA

i) Every person shall ensure that:

(a) All of its invitees comply with the terms of this licence.

(b) Any children under the age of 13 and for whom the person or its visitors are responsible, are accompanied by an adult.