

Rules - Terms of Occupation – Trade – Use

(Standard Terms and Conditions May 2023)

- **Berth holders / Boat owners**, please respect and give consideration to all other users at all times.
- **Marine and Local Authority** regulations and By Laws apply on the water and waterfront.
- **Power and Water** Both these facilities are for casual use only. (in common with other users)
- **Vehicles** must be parked in places provided or as directed.
The area at the top of the bridge walkway is for loading, unloading & service only. Do not block.
- **Dinghy's** and other equipment must be stored as directed.
- **Clear away** all excess materials and equipment and dispose of all rubbish.
Please ensure no spillage of any materials or pollutants of any kind into the river or Marina surrounds.
- **Animals** must be kept restrained on a lead and must not disturb other users or stock. Pick up after your animals.
- **Security** controls are for the benefit of all users.
Gates are generally closed during the hours of darkness. Boat owners & berth holders arrange entry and exit to suit. Please leave the gates (open or closed) as you find them. Boat owners, berth holders are responsible for their own, guests and associates recognition of the security arrangements. Remote inner gate opener available from office. A charge is made for the remote. The above provisions are for control purposes and do not in any way imply management responsibility for security. Each user is responsible to ensure their property or persons are securely protected.
- **Danger Notice:** All equipment and facilities may be dangerous. Assess your own competence and ability. Parent supervision is recommended. In all things management take care but take no responsibility for persons, property or craft at these facilities.
- **Insurance / Liability.** All care will be taken, however management take no responsibility and accept no liability for loss, damage or expense to craft, property or persons using these facilities. The security, operation, care and insurance is totally the responsibility of each owner of such craft, property or persons. A minimum standard of 3rd party insurance is required/recommended.
- **Extreme Rainfall Notice:** The Marina Berths at this facility are situated on the banks of the Mahurangi River which may be subject to flood at times extreme rainfall (eg. Cyclone Gabriel 2023). Such flood may bring downriver debris which could become lodged under the vessel. Owners & persons in charge of the vessel must **keep aware** of extreme rainfall conditions & ensure the vessel has sufficiently strong mooring attachments. Mahurangi Marinas staff may assist to clear such debris & may assist with mooring lines - if MML personnel are on site at the time. But security of vessels remain at all times the responsibility of the vessel owners.
- **Mooring Lines.** Berth holder is responsible for the quality and fixing of his own craft and mooring lines and attachments. All such to be regularly inspected and repaired as necessary sufficient for the safe mooring of the craft and other craft within the marina. Management may serve notice requiring repairs to mooring lines or if considered urgent may affect repairs and charge costs to berth holder.
- **Marina berth-space** is for **recreational** boating purposes only for the craft nominated.
- **Double berth.** Berth may not be 'double loaded' unless specifically approved in writing by management in an emergency. The berth shall not be used for any commercial or for industrial craft or purposes. Berth holder may not sublet or authorise the use of the berth for any other vessel.
- **Rent / Default - Accounts.** Client-owner agrees to pay rental for the term contracted, and or works or supplies charges as set out in the contract agreement or as scheduled or amended from time to time and recognises that Mahurangi Marinas Ltd may without incurring any liability for doing so exercise a lien, custody and sale of the vessel to recover outstanding rental, removal, storage, custody and other costs should the outstanding accounts remain in default for more than sixty days from due date & may include interest charges compounding from 30 days. Rentals are payable for the term agreed in advance. All other accounts are payable upon invoice before departure.
- **Rates and Charges** are those currently set by management and will be reviewed from time to time. Such review will be advised prior to the end of any currently paid rental term.
- **All Care.** Mahurangi Marinas staff and operatives take every care to protect client interests when carrying out works or any manner of handling or activities. However the processes are often robust with very heavy loads involved and some blemishes may occur which may or may not be attributed to the activities when moving or carrying out processes on behalf of the owner. Such blemishes will be considered to be a risk accepted by the owner, the remedy of which, if required, will be carried out at the expense of the owner.
If any such matter is disputed, an independent assessor / arbitrator will be called to arbitrate and the decision of the arbitrator will be binding. Expenses relative to the arbitrator will be shared equally between Mahurangi Marinas Ltd and the owner/client.
- **Disclaimer.** Information or services provided by Mahurangi Marinas Ltd are based upon our best consideration of the information provided to us or observed by us. This in no way proposes infallibility or warrants an ultimate solution. It is incumbent upon the customer / client to assess all aspects and direct procedure. No responsibility will be taken by this office for any resultant failure.
- **Standard Conditions.** Mahurangi Marinas Ltd standard conditions apply to any estimates, quotes, works or processes carried out by Mahurangi Marinas Ltd personnel whether expressly detailed in writing or verbally. They are available for perusal on the web site www.mahurangimarinas.co.nz and will be reviewed or modified without notice from time to time.
- **GST.** Goods and Services Tax at the current rate may not have been included in figures given. GST will be added to all goods and services.
- **E&OE.** Fees and charges will be reviewed from time to time and are subject to change without notice. Administrative Errors and Omissions which may occur during accounting will be rectified.

Living Aboard.

- **Permission.** Living aboard may be approved by Mahurangi Marinas management upon specific application only. Permission by Mahurangi Marinas management in no way implies approval from Marine or Local Harbour Authorities. Boat owners wishing to stay on the boat overnight (before or after a trip away) are excluded from this provision.
- **Maximum Number - Charges.** Generally only a maximum of two persons per boat at any one time. See current schedule for living aboard rates. Other services - please check at office for other rates and charges. Please note: we do not have space for storage of any other articles or commodities.
- **Berth holders / Boat owners,** please respect and give consideration to all other users at all times.
- **Discharge.** Be aware that Mahurangi Marinas do not at present provide any pump out facility, therefore Marine Dept. Regulations in respect of discharge apply. Do not allow any discharge of any contaminant into the river.
- **Public Toilets.** available at ACC Cement Works facility. **Shower facility.** may be available at Quayside approval only.
- **Washing** must not be hung on display around the boat. Keep a low profile.
- **Community Standards.** A reasonable standard of attire and behaviour is required to comply with acceptable community standards.
- **Rubbish.** Do not allow rubbish to accumulate anywhere. Please separate burnable rubbish.
- **Rules – Terms.** All Standard Mahurangi Marinas Ltd rules, terms and conditions apply in every respect.
- **Security.** For your own security and in consideration of others, please slow down for safety & to ensure you are recognised.. Those living aboard are asked to keep a watchful eye (as far as practical) upon persons or circumstances which may give cause for concern in respect of the boats, property, facilities and marina facilities. Please advise management in case of suspicious activity.
- **Guests.** Boat owner is responsible for guests conduct. Please ensure guests are advised of all terms and conditions.
- **Entry Gate.** Please ensure that the gate is left as you find it. Generally the inner entry gate is closed. Please monitor guests entry and exit to ensure gate is closed and secure.
- **Cement Works Ruins and Lake.** This is a separate ACC entity. Rules of entry and use apply to all persons.
- **Contractors other than Mahurangi Marinas employed staff are not permitted to work on Mahurangi Marinas Ltd sites.**
- **Conditional approval:**
Any & all Contractors wishing to work on vessels using the facilities of Mahurangi Marinas Ltd, must first be approved by Mahurangi Marinas Ltd in writing on the dated form provided by Mahurangi Marinas office signed by the vessel owner or nominated representative and signed by Mahurangi Marinas Ltd nominated representative.
A daily (or part day) will be made. This charge is the responsibility and will be accounted to the vessel owner.
- **E&OE.** Fees and charges will be reviewed from time to time and are subject to change without notice. Administrative Errors and Omissions which may occur during accounting will be rectified.

Other Contractors Conditional approval Form

Other Contractors working on Mahurangi Marinas Ltd sites.

Any & all Contractors wishing to work on vessels using the facilities of Mahurangi Marinas Ltd, must first be approved by Mahurangi Marinas Ltd in writing on the dated form provided by Mahurangi Marinas office signed by the vessel owner or nominated representative and signed by Mahurangi Marinas Ltd nominated representative.

A charge per day (or part day) worked will be charged. This charge is the responsibility and will be accounted to the vessel owner.

E&OE. Fees and charges will be reviewed from time to time and are subject to change without notice. Administrative Errors and Omissions which may occur during accounting will be rectified.

Vessel Name: Date:

Owner or nominated representative Name:

Signature

Other Contractor:

Type of work:

Daily or part Charge Agreed:

Signed for Mahurangi Marinas Ltd : Name :

Signature: