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**THE WHITIANGA MARINA SOCIETY INCORPORATED**

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**RULES**

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**October 2015**

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IN THE MATTER of the Incorporated Societies Act 1908

## **RULES**

of

### **THE WHITIANGA MARINA SOCIETY INCORPORATED**

1. THE name of the Society shall be “The Whitianga Marina Society Incorporated”.

### **INTERPRETATION**

2. IN these Rules: -

- (a) The “Society” means the Whitianga Marina Society.
- (b) The “Governance Committee” means the Governance Committee of the Society constituted in accordance with these rules.
- (c) “Secretary” shall mean the person as is appointed by the Governance Committee to be the Secretary.
- (d) “Berth Licensee” means any person or body corporate or trust or company or partnership or syndicate holding a Berth Licence from the Society or any subsidiary of the Society.
- (e) The “Marina” means the marina operated by the Society at Whitianga.

Words importing the singular number shall include the plural and the masculine gender and feminine and vice versa and words importing persons shall include companies.

### **OBJECTS**

3. THE objects for which the Society is established are:-

- (a) To establish berths in the Marina for the use of the members on terms and conditions as the Society at its Annual General Meeting or at a Special General Meeting shall decide.
- (b) To promote and administer the efficient operation maintenance and management of the

Marina and ancillary facilities under its control, including any other marine facilities.

- (c) To ensure the Marina is continually maintained, refurbished and upgraded so as to sustain the standard of the Marina.
- (d) To establish, promote, or assist in establishing or promoting; and to subscribe to, or become a member of or affiliate to; or otherwise co-operate with any Society or organisation having objects altogether or in part similar to those of the Society.
- (e) To employ staff and to pay such sums by way of salary, retainer or honorarium to any officer of the Society as may be thought fit.
- (f) To purchase, take on lease, or license in exchange, hire, or otherwise acquire; hold, mortgage and dispose of; any real and personal property and any rights or privileges which may appear necessary or expedient for the purposes of attaining the objects of the Society or any of them or promoting the interests of the Society or its members.
- (g) To do all such other acts and things as may be incidental to or conducive to the attainment of any of the above objects.

## **MEMBERSHIP**

4. ALL Marina Berth Licence holders, Secure Trailer Park Licence holders, Boat Launching Ramp Users and private renters/lessees of a Marina Berth shall be members of the Society.

5. THE membership of the Society shall be divided into three separate classes comprising:

- (a) Berth Licensee Members each of whom shall be the holder (or one of the holders) of a Whitianga Marina Berth Licence issued by the Society.
- (b) Ordinary Members comprising all members of the Society other than Berth Licence Holder Members and Honorary Members.
- (c) Honorary members elected as such by the Berth Licence Holder Members present at a General Meeting.

6. AT each Annual General Meeting of the Society the Berth Licence Holder Members may fix subscriptions payable by Berth Licence Holder Members and Ordinary Members.

- (a) Subscriptions payable by Ordinary Members may be less than but shall not exceed subscriptions payable by Berth Licence Holder Members.
- (b) Where any such subscriptions are fixed by an Annual General Meeting they shall be payable from the following financial year as the year in which such Annual General

Meeting was held and shall thereafter be payable by members each financial year until altered by Berth Licence Holder Members at a subsequent Annual General Meeting.

- (c) Subscriptions shall be invoiced by the Society to the member at the member's last known address and is payable by the 31<sup>st</sup> day of July in the financial year of issue.

### **CESSATION OF MEMBERSHIP**

7. ANY member may resign from membership by giving to the Secretary one (1) month's notice in writing to that effect.
8. ANY member who is in arrear with any payment due to the Society for subscriptions, Licence fees or otherwise on the day prior to any Annual General Meeting shall not be entitled to any of the rights or privileges of membership including voting rights until such payments are paid in full.
9. THE balance date for the Society shall be 31 July in each year.
10. ANY member who breaches the code of conduct pursuant to any of rules 50 – 53 of these rules and has his membership cancelled as a result will cease to be a member forthwith.
11. THE termination of the membership of any member shall not release him from any liability incurred with the Society up to the date that he ceases to be a member.

### **GENERAL MEETINGS**

12. GENERAL Meetings of the Society shall be convened and held at such place and at such times as are determined by the Governance Committee. At least one General Meeting which shall be the Annual General Meeting shall be held not later than the 30<sup>th</sup> November in each year and not earlier than one month after the date on which annual fee accounts have been posted. The following shall be the order of business at the Annual General Meeting:-
- (a) Receipt of Proxies.
  - (b) Apologies.
  - (c) Reading and confirmation of the Minutes of the previous Annual General Meeting.
  - (d) Consideration of the Annual Report and Financial Statement.
  - (e) Special business including election of Honorary Member/s if any and notice of which has

been given in the notice of convening the Meeting.

- (f) Appointment of Auditor.
- (g) Election of Governance Committee.
- (h) General business.

13. THE Secretary shall convene a Special General Meeting upon the written request of 10% of the then Berth Licensee Members of the Society. If the Secretary does not proceed to convene a meeting within fourteen (14) days of the date of the request any of the Berth Licensee Members who required the Special General Meeting may themselves call the meeting. At any Special General Meeting convened under this Rule no business shall be transacted other than as specified in the request.

14. ALL members shall be given at least fourteen (14) clear days' notice in writing of any General Meeting. The notice calling the Annual General Meeting shall be accompanied by a copy of the Annual Report and Financial Statement and the notice relating to any other General Meeting shall indicate the nature of any special business to be considered.

15. NO business shall be transacted at any General Meeting unless a quorum of members is present when the meeting proceeds to business. Twelve Berth Licensee Members of the Society present in person shall constitute a quorum. If within 30 minutes or such longer time not exceeding 60 minutes (as the Chairman of the meeting shall decide) after the appointed time a quorum is not present the meeting shall stand adjourned to such day and time not being less than 10 days thereafter and to such place as may be appointed by the Chairman. At such adjourned meeting five Berth Licensee Members present in person shall be a quorum.

16. EVERY Berth Licensee Member being a body corporate or trust or company or partnership or syndicate shall appoint a person to attend as the representative of and vote for such Berth Licensee Member at any General Meeting of the Society. Every such Berth Licensee Member may also appoint a similar person as an alternative representative who may attend and vote at such meetings on behalf of the Berth Licensee Member in the absence of the first representative. Notice of every such appointment shall be given in writing to the Secretary. A Berth Licensee Member may from time to time revoke the appointment of any representative and appoint another representative in his place and shall notify the Secretary in writing of any such alteration.

17. ANY Berth Licensee Member who is not a body corporate or trust or company or partnership or syndicate and who is unable to attend a General meeting may appoint a person approved by the Governance Committee as his proxy to attend and vote on his behalf. If neither of the representatives of a Berth Licensee Member which is a body corporate or trust or company or partnership or syndicate is able to attend a General Meeting such member or either one of its representatives may appoint a principal or employee of the firm or officer or employee of the company or any other person approved by the Governance Committee as its proxy to attend and vote on its behalf.

18. EVERY appointment of a proxy shall be in writing and shall be produced to the Secretary by 4pm

the day before the meeting.

19. AT all General Meetings the Chairperson or in their absence the Vice-Chairperson or failing them, then any other person elected by those present at the meeting shall take the chair.

- (a)
  - (i) Subject to Rule 19(a)(ii) each Berth Licensee Member present in person shall be entitled upon any question to one vote for each Whitianga Marina Berth Licence in which such Berth Licensee Member has an interest.
  - (ii) Where more than one Berth Licensee Member has an interest in a particular Berth Licence, the holders of that Berth Licence shall not be entitled to more than one vote in total in respect of that Berth Licence.
  - (iii) Honorary Members and Ordinary Members shall be entitled to attend all meetings of the Society and (subject to any ruling of the Chairperson to the contrary) be heard at such meeting but shall not (except in the case of Honorary Members who are also Berth Licensee Members) be entitled to vote.
  - (iv) Notwithstanding anything contained in these rules to the contrary no representative or proxy or appointee of a Berth Licensee Member or a Berth Licensee Member's representative may vote at any meeting of the Society unless such member is entitled to vote at that meeting.
  - (v) Notwithstanding anything in these rules to the contrary no Berth Licensee Member shall be entitled to votes in excess of 15% of the total votes cast on any resolution put to the Berth Licensee Members.
  - (vi) Where any body corporate or trust or company or partnership or syndicate holds more than one Berth Licence the votes of each Berth Licensee Member, employee, proxy or appointee of such Licensee shall be collectively treated as the vote of a single member for the purposes of Rule 19(a)(v).
  - (vii) Where the effective control of any body corporate or trust or company or partnership or syndicate holding a Berth Licence is the same as that of any other Berth Licensee Member or Berth Licensee Members holding a Berth Licence each of such Berth Licensees shall collectively be deemed to be one Berth Licence Member for the purposes of Rule 19(a)(v).
  - (viii) A Berth Licensee Member whose proxy or representative or appointee is present at any meeting (and is entitled to vote in accordance with these rules) shall be deemed to be present in person.
  - (ix) The holder of each Berth Licence has only 1 vote irrespective of whether the Berth Licence is held by a natural person, a body corporate, trust, company, partnership or syndicate.
- (b) In the case of an equality of votes the Chairperson shall have a casting vote in addition to any vote they may be entitled to exercise as a Berth Licensee Member or on behalf of any Berth Licensee Member he represents.
- (c) The mode of voting on all questions shall be as determined by the Chairperson or if the

meeting so determines by secret ballot.

- (d) If there is any dispute with regard to any voting then such dispute shall be determined by the Chairperson.
- (e) On any vote a poll may be demanded by any Berth Licensee Member present in person before or on the declaration of the result of the voting by the Chairperson.

## **POSTAL BALLOT**

20. **NOTWITHSTANDING** anything to the contrary in these rules, any matter which must or can be done by a resolution of the Society passed at a General Meeting (including the matters to be dealt with at the Annual General Meeting), may be done by postal ballot of Berth Licensee Members carried out as directed by the Governance Committee.

A resolution shall be deemed to have been passed on postal ballot if a majority of the votes received by the Society are in favour of the resolution, or where these Rules require a greater number of votes to be cast at any General Meeting in favour of the resolution, the appropriate number of the votes received on the postal ballot are in favour.

## **ELECTION OF GOVERNANCE COMMITTEE**

21. **THE** Governance Committee of the Society shall consist of no more than eight (8) Berth Licensee Members.

22. **AT** least two Governance Committee Members shall announce their retirement from the Committee at least two months prior to the Annual General Meeting but shall be eligible for re-election. If there is any question as to which members shall retire the following shall apply:

- (a) The longest serving Committee Members shall retire first.
- (b) If there is doubt as to who are the longest serving members the retiring members shall be selected by ballot.

23. **ALL** Governance Committee Members are encouraged to consider limiting their tenure on the Governance Committee to say three terms (approx 9 years). The number of terms may be extended if the majority of the Governance Committee is in agreement.

24. **THE** Secretary shall notify members one month prior to the Annual General Meeting in each year by which nominations for the Governance Committee must be received by the Secretary at the address stated in the notification of meeting. Nominees for the Governance Committee must be Berth Licensee Members and must be proposed by a Berth Licensee Member and seconded by a

Berth Licensee Member. The Nominees, Proposers and Seconders must be financially current members.

25. AFTER the closing date for nominations if the nominations do not exceed the vacancies the nominees shall be declared elected as Governance Committee Members from the date of the Annual General Meeting.

26. IF the nominations exceed the vacancies a postal ballot shall be taken and the Secretary shall, within 14 days of the closing date for nominations provide each Berth Licensee Member with a notice of nominees and postal ballot papers. The nominees receiving the most votes shall become Governance Committee Members. In the event that there is a tie between nominees as to who should be elected to the Governance Committee such tie shall be decided by lot to be drawn under the supervision of the acting chairperson.

27. NO persons shall be eligible to hold office in the Society unless he is a Berth Licensee Member of the Society, or in the case where the Berth Licensee Member is a body corporate or trust or company or partnership or syndicate, he is nominated in writing by that body corporate, trust, company or syndicate to hold office on its behalf.

28. A member of the Governance Committee of the Society shall be deemed to have retired from office on the happening of any of the following events:

- (a) If he or the body corporate or trust or company or partnership or syndicate he represents ceases to be a member of the Society; or
- (b) If he becomes of unsound mind or otherwise incapable of acting; or
- (c) He brings the Society into disrepute; or
- (d) If he resigns his office by notice in writing to the Secretary; or
- (e) If he is absent from three (3) consecutive meetings of the Governance Committee without leave of absence and the Governance Committee resolves that his membership is terminated.
- (f) If he or the body corporate or trust or company or partnership or syndicate he represents sells or otherwise disposes of their Berth Licence, however, the member may remain on the Governance Committee until the next succeeding Annual General Meeting at the sole discretion of the Governance Committee.

29. THE Governance Committee shall, as soon as possible after the election, appoint from among their number a Chairperson and if agreed a Vice-Chairperson of the Society.

30. THE Governance Committee shall have the power to appoint any person eligible to be a member



of the Governance Committee in the event of a vacancy or where there are fewer nominations than vacancies. The person so appointed shall hold office until the next succeeding Annual General Meeting.

31. THE Governance Committee shall from time to time appoint a person to be Secretary of the Society.

### **POWERS / DUTIES OF GOVERNANCE COMMITTEE**

32. THE Governance Committee shall exercise all the powers and perform all the duties for which the Society is established and shall have the power to do anything necessary for the attainment of any or all the objects of the Society.

33. THE Governance Committee shall:

- (a) Keep minutes of all General Meetings and meetings of the Governance Committee; and
- (b) Keep a record of all resolutions passed by postal ballot; and
- (c) Keep a register of members containing such particulars as are required by law. The register of members shall be made available for inspection by any members of the Society on reasonable notice. The register may not be copied except with the approval of the Governance Committee.
- (d) Account for all monies received or expended by the Society and provide an Annual Financial Statement for submission to the Annual General Meeting in each year.

34. THE Governance Committee shall meet at such times and places as it may from time to time determine, or as the Chairperson or in their absence the Vice-Chairperson directs. The Governance Committee will meet at least once every 2 months.

- (a) A meeting may also be called and convened on the request of any two (2) members of the Governance Committee.
- (b) The Chairperson or in their absence the Vice-Chairperson or any other Governance Committee Member elected by those present at the meeting shall be the Chairperson of all meetings of the Governance Committee.
- (c) The quorum at all meetings of the Governance Committee shall be four (4) members of the Committee.
- (d) Each member of the Governance Committee shall have one (1) vote. In the event of equality of votes the Chairperson shall have a casting vote as well as a deliberative vote.

35. THE members of the Governance Committee shall be given at least seven (7) clear days' notice

of meeting unless this requirement is waived on the ground of emergency by the unanimous decision of the members present at the meeting. Any decision made at an emergency meeting must be confirmed at the next properly called meeting of the Governance Committee.

36. A resolution in writing signed by all the members of the Governance Committee for the time being shall be as valid and effectual as if it had been passed at a duly constituted meeting of the Governance Committee.

37. THE Governance Committee shall have power to make and amend Policies for the conduct of the business of the Society as it shall deem expedient provided the amendments are not inconsistent with these Rules and may delegate any of its powers to a subcommittee and may at any time withdraw or revoke any such delegation.

38. THE members of the Governance Committee and any other officer, employee or agent of the Society may be defended and indemnified from and against any prosecution, action or other legal proceeding brought against or incurred by them in the proper and reasonable discharge of their duties and all damages costs and expenses which may be incidental to or result from such prosecution action or other proceeding by and at the cost of the Society and the funds and property of the Society shall be applied for such purpose at the discretion of the Governance Committee whose decision shall be final.

39. THESE Rules shall only be altered as follows:-

(a) At a General Meeting where:

- (i) Notice of the proposed alteration has been given to members at least 14 days prior to such meeting; and
- (ii) The motion is passed by two thirds of those present in person or represented by proxy at the meeting.

## **DISSOLUTION**

40. IN the event of the Society being dissolved or otherwise wound up, any surplus funds shall be applied for the benefit of the Marina, or if it does not exist, to such non-profit organisation that encourages marine pursuits as the Governance Committee shall decide provided no such application of surplus funds shall give a personal advantage to any person who was a member of the Society at the time of such dissolution.

## **COMMON SEAL**

41. THE Governance Committee shall have power to adopt a Common Seal of the Society and at any time to destroy the same and substitute with another. The Secretary will be the custodian of the Common Seal.

42. WHENEVER the Common Seal of the Society is required to be affixed to any deed or other document the Seal shall be affixed pursuant to a resolution of the Governance Committee and in the presence of two (2) members of the Governance Committee who shall both sign the document to which the Seal is so affixed.

### **INVESTMENTS OF FUNDS**

43. THE Governance Committee may, from time to time, invest the whole or any part of the funds of the Society which are not be required for the immediate business of the Society in such investments authorised by law in New Zealand in such manner and on such terms as the Governance Committee agrees. For the avoidance of doubt, such investments may include the purchase of Berth Licences in the Whitianga Marina suitable for inclusion in the Berth Rental Pool.

### **BANK ACCOUNT**

44. ALL monies and funds not otherwise invested belonging to the Society shall be lodged to the credit of the Society in account(s) at such Bank as the Governance Committee shall from time to time determine. The account(s) may be operated on the signatures of such officers and or employees of the Society as the Governance Committee shall from time to time determine.

### **BORROWING POWERS**

45. THE Society shall have the power to borrow or arrange money from time to time by the issue of debentures, bonds, mortgages or any other securities, founded or based on all or any of the assets or property of the Society, or without any such security and upon such terms as to priority or otherwise as agreed by the Governance Committee, which is authorised to exercise such power and to borrow and to raise money on behalf of the Society.

### **LIABILITY AND INDEMNITY**

46. THE Society shall not be liable for personal injury to any Licensee or other persons using the Marina or for any loss or damage to any boats within or about the Marina.

47. THE Society accepts no responsibility for the adequacy or otherwise of the Marina or the Berth or the facilities of the Marina or for the loss or damage to any property or the death or personal injury of any person incurred or suffered within the Marina however it occurs and whether or not attributable to the acts or defaults of the Society or its employees, agents, contractors, licensees or otherwise.

48. THE Members of the Society indemnify the Society against any loss, expense, legal liability, claims and costs incurred by the Society arising as a result of the Members' acts or omissions or the acts or omissions of others to which the Member has contributed or the acts or omissions of any persons invited into the Marina by the Member.

#### **HEAD LICENCE**

49. THE Members of the Society shall not do or omit to do or permit any other person or persons to do or omit to do any matter, action or thing which constitutes a breach or default of the Society's obligations under the Head Licence.

#### **CODE OF CONDUCT**

50. ALL Members of the Society and/or their associated persons shall at all times respect and comply with the Rules Licence Terms and Policies of the Whitianga Marina Society and conduct themselves in such a manner so as not to bring the Society into disrepute.

51. These Rules, together with the terms of the Marina's licences/permits (Berth Licence, Secure Trailer Park Licence and Boat Launching Ramp Permit) and the Whitianga Marina Society's Policies collectively comprise the Code of Conduct.

52. ANY form of aggressive, threatening or abusive behaviour by any Members of the Society and/or their associated persons towards anyone on the Marina or in any area under the control of the Whitianga Marina Society will not be tolerated and constitutes a breach of the Code of Conduct.

53. ANY unlawful act, including the use or selling of any form of illicit substance on any area comprising part of the Whitianga Marina by any Members of the Society and/or their associated persons is strictly prohibited and constitutes a breach of the Code of Conduct.

54. THE breach of the Code of Conduct by any members of the Society and/or their associated

persons may result in the immediate cancellation of the Membership of the Society, subject to agreement by the Governance Committee.

- (a) If the offending Member is a Berth Licence Holder (or if the offending Member is a private renter/lessee of a Berth Licence Holder) then their Berth Licence will be relinquished as per Policy # B21. If the offending Member is a Secure Trailer Park Licence holder their licence will be cancelled and if the offending Member is a Boat Launching Ramp User their permit will be cancelled.

55. A member must be advised, either electronically or in writing, if the Governance Committee intends to consider cancelling their membership for a breach of the Code of Conduct.

- (a) The Member will have the right to provide submissions in their defence, either to a meeting of the Governance Committee in person, or by written submission and is entitled to be represented.
- (b) Any Member who disagrees with a decision of the Governance Committee regarding the Member's breach of the Code of Conduct is entitled to invoke the dispute resolution process set out in Rule # 56.

### **DISPUTE RESOLUTION PROCESS**

56. IN the event of an unresolved dispute occurring between the:

- (a) Members of the Society and/or;
- (b) Governance Committee and/or;
- (c) Marina Management

then the matter will be referred to a professional mediation and dispute resolution service agreed to by both the parties of the dispute.

Should the parties be unable to agree on a professional mediation and dispute resolution service, then one will be appointed by the Auckland District Law Society.

The outcome of the mediation and dispute resolution process will be binding on both parties.

57. A Trustee may be appointed by the mediation and dispute resolution service utilised above to administer the Society on an interim basis if required.

### **LAW**

58. THE Whitianga Marina Society shall operate in all respects in accordance with the laws of New Zealand.

### **REGISTERED OFFICE**

59. THE registered office of the Society shall be at the Marina Office, Dundas Street, Whitianga or such other place as Berth Licensee Members may decide at the Annual General Meeting.

### **NOTICES**

60. ALL notices required to be given under these rules shall be in writing and shall be;

- (a) Delivered; or
- (b) Mailed by pre-paid mail; or
- (c) Sent by facsimile; or
- (d) Emailed

Any notice sent by pre-paid mail to the last known address of the addressee shall be deemed to have been received on the third working day following the date of mailing.



## GENERAL

A breach of any Rule of the Society, Marina Policy, or term/condition of a licence or permit issued by or on behalf of the Whitianga Marina Society, will constitute a breach of the Society's Code of Conduct and may result in cancellation of the membership and/or rights of that Member as provided in the Code of Conduct.

## POLICIES OF THE WHITIANGA MARINA SOCIETY INCORPORATED

The Governance Committee has the right to make and amend policies at any time as per Rule # 37.

The policies of the Society comprise the following:

- |   |                  |
|---|------------------|
| ○ <b>Berth Related Policies</b>               | <b>B0 to B27</b> |
| ○ <b>General Policies</b>                     | <b>G0 to G19</b> |
| ○ <b>Hardstand Related Policies</b>           | <b>H0 to H7</b>  |
| ○ <b>Launching Ramp Related Policies</b>      | <b>L0 to L3</b>  |
| ○ <b>Secure Trailer Park Related Policies</b> | <b>S0 to S3</b>  |

### BERTH RELATED POLICIES

<u>Number</u>	<u>Content</u>	<u>Revision Date</u>
B0	Use of Berth	Jul 15
B1	Working on Vessels in the Marina	Jul 15
B2	Mooring and Retrieval Lines	Jul 15
B3	Supply and Fitting of Fenders and Dock wheels	Jul 15
B4	Power Connections	Jul 15
B5	Use of Facilities	Jul 15
B6	Dinghy Rack Design	Jul 15
B7	Operating a Charter Vessel from a Recreational Berth in the Marina	Jul 15
B8	Visiting Vessels Allocation of Berths	Jul 15
B9	Number of Vessels in a Berth – Maximum Dimensions	Jul 15
B10	Multihull Berth Wanting to Permanently Moor Two Vessels	Jul 15
B11	Size and Position of Signs on Z Pier	Jul 15
B12	Additional Poles in Berths	Jul 15
B13	Alterations to Berth	Jul 15
B14	Berth Rental Pool	Jul 15
B15	Use of Visitor's Berths E42 / E43	Jul 15
B16	Living Aboard a Vessel in the Marina	Jul 15

B17	Vacate Berth	Jul 15
B18	Notification of Berth Licensee's Address	Jul 15
B19	Transfer etc. of Berth Licence	Jul 15
B20	Berth Licence Annual Fees	Jul 15
B21	Forced Relinquishment of Berth Licence	Jul 15
B22	Removal of Vessel	Jul 15
B23	Bio Security - Vessels Having Excessive or Unknown Fouling	Jul 15
B24	Vessels Previously having been berthed in Whitianga Waterways	Jul 15
B25	Private Rental or Lease of Berths	Jul 15
B26	Vessel Insurance	Jul 15
B27	Berth E2	Jul 15

## **BERTH RELATED POLICIES**

### **B0 – USE OF BERTH**

1. The Berth Licensee shall use the Berth for:
  - (a) The purpose of berthing the Named Vessel; and/or
  - (b) The Society to include in the Society's Berth Rental Pool;

and for no other purpose.
2. The Berth Licensee shall advise the Society of any proposed change of the Named Vessel and provide full particulars of the name, type, beam, length overall and draft of the proposed vessel which would occupy the Berth.
3. The Berth Licensee shall at all times keep the Society updated on the details of the insurance cover for the Named Vessel as well as the Electrical Warrant of Fitness details if applicable.
4. The Berth Licensee is responsible for ensuring any vessel occupying the berth does not produce unreasonable levels of noise such as can be caused by rigging configuration or wind driven generators etc.
5. In the event that the berth referred to in (4) above is in the Society's Berth Rental Pool then the Society is responsible for ensuring any vessel occupying the berth does not produce unreasonable levels of noise such as can be caused by rigging configuration or wind driven generators etc.

### **B1 - WORKING ON VESSELS IN THE MARINA**

1. All proposed work (other than minor) to be undertaken on vessels in the Marina must be referred to the Marina Manager for approval before commencement of work.



2. The owner and/or his or her contractor agree to cease work if requested by any of the Marina's Management or appointed staff.
3. The Owner agrees to indemnify the Society against all claims, debts, loss or damage caused by the Owner or their agents or employees, to the Marina or slips, or to any craft in the precincts of the Marina.
4. Spray painting of vessels is not permitted in the Marina.
5. Grinding of any sort in the Marina is not permitted.
6. Dry sanding is only permitted in the Marina with the express permission of marina management.
7. Only minor TIG welding may be carried out in the Marina, only with the express permission of marina management. All other types of welding are not permitted.
8. The owner or their agents or employees must ensure that any work carried out on a vessel in the Marina does not cause any form of contamination of any type to the water, other vessels in the Marina or the Marina.
9. The owner of any vessel which, as a result of having any work carried out on by the owner or their agents or employees, causes any form of contamination to the water, other vessels in the Marina or the Marina, will be fully liable for all remedial costs incurred.

## **B2 - MOORING AND RETRIEVAL LINES**

1. All lines to be standard as set out below:
 

10 metre berth	14mm
12 metre berth	16mm
14 metre berth	16mm
16 metre berth	20mm
18 metre berth	20mm
2. All lines to be white polyester.
3. Each line to have an eye splice of 250mm internal diameter at one end.
4. Tail end of each line to be either spliced or whipped and burnt off or heat shrink used and burnt off.
5. Lines should be fitted with approximately 500mm of clear plastic hose to prevent chafing at the vessel end.
6. All lines are to be attached to the floating structure by passing the rope through the metal D on the structure then looping the line back through the eye splice. "D" shackles are not to be used on any part of the Marina structure.

7. Retrieval lines are to be 6mm white polyester and set up as per the diagram available at the office of the Whitianga Marina.
8. The Berth Licensee shall pay the cost of providing, attaching, repairing and replacing the mooring lines from time to time in accordance with the instructions of the Society.
9. The Society may by notice to the Berth Licensee require the Berth Licensee to repair the fastenings on any vessel in the berth so that they safely secure such vessel.
10. If the Berth Licensee fails to comply with any such notice within the time specified the Society may remove such vessel.

### **B3 - SUPPLY AND FITTING OF FENDERS AND DOCK WHEELS**

1. The fitting of any fenders to be approved by the Marina Manager.
2. K. Pasgaard Fenders and Dock Wheels are the preferred fenders for the Whitianga Marina.
3. All fenders fitted in the Marina to be white.
4. Fenders and Dock wheels be ordered on demand.
5. There will be a handling and fitting charge for all items.
6. The cost to the Berth Licensee to be the cost of the item landed at the Marina (including GST and freight) plus the handling and fitting charge.
7. Fenders to be fitted in a balanced manner to prevent uneven loading.  
Cushion type fenders containing foam which absorbs moisture and gain weight are not permitted.
8. The Manager is to fit or approve the fitting method of all Fenders or Dock Wheels.

### **B4 - POWER CONNECTIONS**

1. As per AS/NZS 3004.1:2014 & 3004.2:201497, vessels that have supply connected to fixed wiring on board must be connected via plugs and sockets that comply with IEC 60309 or AS/NZS 3112, and be rated at or above 15 amperes.
2. The supply lead shall be in one continuous length (neither adapters nor joining plugs allowed) and in no case is the lead to be more than 25 meters long.  
The supply lead shall be tested and tagged at intervals no longer than 12 months.
3. The Marina Staff will unplug and roll up any leads which do not meet the Electrical Regulations.
4. All vessels wishing to connect to the marina power via the fixed wiring on board must have;

- (a) An electrical certificate of compliance no older than 4 years completed by the certified person that carried out the wiring work; and
  - (b) After that period they shall have a current Electrical Warrant of Fitness displayed.
- 5. A copy of the current Electrical Warrant of Fitness for each vessel must be supplied to the Marina Office. Upon expiry and renewal a copy of the renewed Electrical Warrant of Fitness for each vessel must also be supplied to the Marina Office.
- 6. The Marina Staff will disconnect the power lead to any vessel not having a copy of their current Electrical Warrant of Fitness held at the Marina Office.
- 7. The maximum power available will be 16 amps unless otherwise agreed to by the Marina Society.
- 8. The usage will be invoiced to the Berth Licence Holder as per the meter in the Permanent Power Outlet on the berth and is due for payment by the 20<sup>th</sup> of the month following the invoice date.
- 9. Failure to pay by the due date will result in the power to the berth being disconnected and interest will accrue at the rate of 2.5% per month or part thereof. Upon full payment including the charges for the disconnection and reconnection of the power and interest as above being received the power will be reconnected.
- 10. All berths are charged a Power Line & Availability fee which is fixed annually and invoiced with the Berth Licence Annual Fee and due for payment by the 31 July of the appropriate financial year.

## **B5 – USE OF FACILITIES**

- 1. Berth Licensees may use the water and any other facilities forming part of the Marina in common with all other Berth Licensees on an occasional basis.
- 2. Use of the water and any other facilities forming part of the Marina on more than an occasional basis requires the Berth Licensee to advise the Society accordingly and the Society shall be entitled to charge such sums as it considers appropriate.
- 3. At the present time there is no additional charge to Berth Licensees for water or rubbish but this may change in the future.

## **B6 - DINGHY RACK DESIGN**

- 1. Only approved racks are allowed.
- 2. Racks can be ordered through the Marina Office.
- 3. Dinghy racks are to be mounted on the finger of the Berth and not on the walkway.

## **B7 - OPERATING A CHARTER VESSEL FROM A RECREATIONAL BERTH IN THE MARINA.**

1. Any person wishing to operate a charter vessel from a recreational berth (other than Z Pier) in the marina must apply to the Marina Governance Committee for a one year Permit renewable annually following, and subject to, a review of their operating performance over the previous year.
2. The Permit to operate a charter vessel from a recreational berth is only available to Berth Licence Holders from their own berth.

Conditions: –

All Policies and Rules of the Society are to be complied with as well as the following:

- There are to be no trolleys blocking walkways - trolleys not being used are to be returned to the trolley holding areas at either end of the Marina.
- All fingers and walkways are to be kept clear of congestion.
- Any complaints, particularly those causing inconvenience to other Berth Licensees, e.g. behaviour deemed to be improper, excessive noise, drinking etc. will be referred to the Manager and may result in a notice of breach.
- All charter vessels operating under this Permit must be in current Maritime New Zealand survey.
- No signs to be on the marina pontoons. Signage on vessels only.

There will be strict enforcement of all conditions of this Permit. Any notices of breach of the Permit will be forwarded in writing to all parties involved with the vessel and berth concerned. The Marina Governance Committee reserves the right to terminate the Permit at any time should any of the conditions of the Permit not be met and chartering from within the recreational marina area must cease.

3. There will be an annual fee charged for the Permit, (over and above the annual berth fee) of \$50 (GST excluded), per surveyed metre length of the vessel. This fee is to be reviewed annually by the Marina Governance committee.

## **B8 - VISITING VESSELS BEING ALLOCATED BERTHS**

### **Method for unannounced vessels**

1. The end of E pier is designated as the Visitor Berth.
2. Signs at the entrance into the Marina inform of position of the Visitor berth.
3. A box is installed on the inside of the south end gate to contain a number of security cards (say 5) and fitted with a changeable lock. The lock combination will be given by phone only when ringing to inform of their arrival.
4. Suitable signs covering pertinent information (office times, the VHF channel to call the Marina and an after-hours number for emergencies) are displayed on the pier.

5. Following the allocation of a berth from the visitor area, relevant paper work and payment etc. can be completed at the Marina office during normal office hours or at the convenience of the Manager or his/her representative.
6. To accommodate the late arrival/early leaver vessels, the berthage fees as displayed may be deposited through the Marina office door or in the visitor's box at the visitors berth at the end of E finger.

#### **Method for vessels using VHF channels 61 or 86 to contact the Marina**

1. During office hours the caller will be directed by Coastguard or Gamebase to channel 78 or as notified.
2. Outside office hours the caller will be questioned by Coastguard or Gamebase and, if required, the appropriate telephone number be given.

#### **B9 - NUMBER OF VESSELS IN A BERTH & MAXIMUM DIMENSIONS**

1. Strictly one vessel per berth unless the berth is a multi-hull berth ( A1, B2, C1, C2, D2, E1 & Z1 ) in which case Policy B10 applies.
2. No part of any vessel moored in a berth shall extend beyond the dimensions of the berth in all directions.

#### **B10 - MULTIHULL BERTH WANTING TO PERMANENTLY MOOR TWO VESSELS**

1. The multihull berths this Policy applies to are A1, B2, C1, C2, D2, E1 and Z1.
2. Whilst there is only one Berth Licence for each of these berths, the Berth Licensee may apply to the Society for consent to moor two vessels within the berth.
3. In the event of consent being given for two vessels berthing in one berth, then the Berth Licensee shall be required to pay an annual fee which will be the greater of the original annual fee for the berth or the sum of annual fees for two such sized non-multihull berths. Such reviewed fee shall apply and be payable from the date of consent being given by the Society.
4. The Berth Licensee shall provide full particulars of the name, type, beam, length overall and draft of the proposed vessel which would jointly occupy the Berth. If approved by the Society the vessel will be included as the second named vessel on the Schedule of the Berth Licence.
5. The Berth Licensee remains responsible in all respects for all matters with the Society regarding that Berth Licence.

6. In accordance with the Whitianga Marina Society Incorporated Rules, Rule 19 (a) (ii) states:- Where more than one Berth Licensee Member has an interest in a particular Berth Licence, the holders of that Berth Licence shall not be entitled to more than one vote in total in respect to that Berth Licence.
7. As per Policy Number B13, the Berth Licensee may only make alterations or additions to a berth with the prior consent of the Society.
7. The Society requires that an outer centre pile be installed in the berth. The Society will arrange for the installation of the pile. The dimension and position to be accordance with the Marina as-built drawings determined by the berth size. The cost of the pile, lines, required hardware and installation is to be at the Berth Licensee's expense.
9. The Berth Licensee may, at their expense, have an intermediate pile installed. The Society will arrange for the installation of the pile.
10. Should the holder of the Berth Licence change and the pole(s) not suit the new Berth Licensee, then the previous Berth Licensee must arrange to put the Berth back to the original state at their expense.
11. The berth may have two permanent power connections installed. Any permanent power connection must be installed as per the Society's Policy for Power Connections (Policy Number B4).
12. The Society will make any discounts available to Berth Licensees also available to the owner of the second vessel moored in the berth provided the vessel is the second named vessel on the Schedule of the Berth Licence.
13. Whilst there are two named vessels on the Schedule of the Berth Licence, the owner of each named vessel shall be responsible for any debts incurred.

#### **B11 - SIZE AND POSITION OF SIGNS ON Z PIER.**

1. All signage to be approved by Management
2. Two types of sign may be used on Z pier - one using a hockey stick type pole mounted so as to extend into the berth, or the second sign which can be mounted on the northern or outer side of the main Z pier walkway.
3. Information for the hockey stick type sign:
  - Size of sign to be no more than 900 mm x 700 mm.
  - Overall height of the pole no more than 2800 mm.
  - Diameter of the pole is 50 mm.
  - Base of pole to have 200 mm x 200 mm plate to bolt pole to the pontoon inside whaler.
  - Pole may be fitted with 40 mm brace which screws to the top of the whaler.
  - Mounting screws to be 75 mm x10 mm coach screws.

4. Information for signs mounted on to outer side of Z pier:
  - The sign should not protrude above the top of the wooden whaler of the main Z walkway.
  - Signs not to be longer than the internal width of the associated berth.
  - Sign to be mounted opposite and within the internal confines of the associated berth.
5. There are to be no sandwich boards on the Marina Walkways.
6. No signs should intrude onto or over the walkways.
7. Owners of signs must ensure signs are maintained to a good standard (not rusting, paint deteriorating etc.). Management reserves the right to remove any signs that are considered not up to standard or are not in keeping with the tone of the marina.

### **B12 - ADDITIONAL POLES IN BERTHS**

1. As per Policy Number B13 any alterations or additions to a berth must receive the consent of the Society.
2. In the case of a Multi-hull Berth (A1, B2, C1, C2, D2, E1 or Z1) where additional pole(s) have been installed as per Policy Number B10 and the ownership of the Berth changes, if the pole(s) do not suit the new owner then the previous Berth Licensee must arrange to put the Berth back to the original state at their expense.

### **B13 - ALTERATIONS TO BERTH**

1. There are to be no alterations or additions to the Berth or adjacent structures without the prior consent of the Society.

### **B14 - BERTH RENTAL POOL**

1. The Society operates a Berth Rental Pool which is available to all Berth Licensees.
2. Any Berth Licensee may advise the Society of the dates of the availability of their Berth to be included in the Berth Rental Pool.
3. A separate pool operates for each berth length – 10metre, 12metre, 14metre and 16/18metre. The Society has set the fixed rate for each berth length and the rate is reviewed annually
4. On a monthly basis the Society will calculate the pool entitlements and credit the individual Berth Licensee's account.
5. The Society deducts and retains 20% plus GST of the total collected.

6. The entitlements are calculated as follows:
  - The balance for each berth length pool (after “5” above) is divided by the “berth days” for each berth length pool. The “berth days” is the total of the number of berths in the pool for each day of the month.
  - This gives the daily entitlement which is multiplied by the number of days a Berth Licensee’s berth is in the pool to arrive at the sum credited to that Berth Licensee’s account.
8. No ropes within the Berths are to be altered – renters are advised to use their own ropes if the existing ropes within the Berth are not suitable.

### **B15 - USE OF VISITOR’S BERTHS E42 / E43**

1. The visitor’s berths are temporary berths only.
2. The charges for the use of the visitor’s berths are set by the Governance Committee from time to time. A lockable box is provided at the visitors berths for depositing the money.
3. No vessel may stay on the visitors berth for more than 5 hours without permission of Marina staff.

### **B16 - LIVING ABOARD A VESSEL IN THE MARINA.**

1. The owners of the live aboard vessel must comply in all respects with the Policies and Rules of the Society. Failure to comply could mean the Governance Committee will require the vessel to leave the Marina within 24 hours.
2. The vessel’s owners and family only to live aboard.
3. All vessels used in a live aboard situation requiring power in the marina must comply with Policy Number B4, the Marina’s Power policy requirements (a copy of this policy can be viewed at the Marina Office).
4. Vessels will be charged an additional live aboard fee of \$25 (GST Inclusive) per week.
5. There is to be absolutely no discharges into the Marina. (The Society reserves the right to seal sea cocks)
6. No maintenance is to be undertaken that interferes with other Marina users. (Noise dust etc.)
7. No animals to be kept on board.
8. The vessel must be maintained in a tidy condition. (e.g. no laundry in the rigging etc.)



9. There are to be no obstructions of any kind left on the piers or fingers.
10. The first four weeks, people are considered visitors, thereafter they are considered as live aboards. The owner of any vessel wishing to live aboard after the first four weeks must complete and sign the Society's Application to Live Aboard form.
11. The term for any live aboard is for 6 months in any 1 year, (the six months does not have to be continuous). The start date is to be from when they began living on the boat within the Marina. This term is to be at the discretion of the Governance Committee.
12. The maximum number of live aboard vessels in the Marina at any one time shall be set by the Governance Committee.

### **B17 - VACATE BERTH**

1. The Society may use any Berth in case of emergency and may require the Berth Licensee to vacate the berth to enable the Society to carry out repairs or maintenance within the Marina.
2. If the Berth Licensee is unable to either move the vessel or have the vessel moved then the vessel will be moved at the Manager's discretion. The Society shall not be liable for any damage to the vessel being moved in such circumstances.
3. In any such case the Society shall not be obliged to provide an alternative berth.

### **B18 - NOTIFICATION OF BERTH LICENSEE'S ADDRESS**

1. The Berth Licensee shall at all times keep the Society informed of any change to the current address of the Berth Licensee or alternatively:
  - (a) The name and address of any agent to whom the Berth Licensee grants unlimited authority to act for the Berth Licensee in all matters concerned with or arising out of the Berth Licence; and
  - (b) In that event the Society shall be entitled to deal with that agent in all respects as if the agent was the Berth Licensee and the Berth Licensee shall be bound accordingly.
3. In the event that there is more than one Berth Licensee then all Berth Licensees shall appoint one of their number or some other person to be their agent as above and in the event that no such appointment is made the first named Berth Licensee shall be deemed to be the agent of all the Berth Licensees.
4. The maximum number of Berth Licence holders at any one time shall not exceed ten.

## **B19 – TRANSFER ETC. OF BERTH LICENCE**

1. The Berth Licensee may transfer, rent, lease, mortgage, charge, pledge, or otherwise encumber this Berth Licence subject to the prior consent of the Society which shall not be unreasonably withheld.
2. Each application to the Society for consent to transfer the Berth Licence shall include full particulars of the names and addresses of the proposed changed Berth Licensees, full particulars of the name, type, beam, length overall and draft of the proposed vessel which would occupy the Berth and the prescribed fee.
3. The Society may refuse its consent to any proposed transfer if, in its sole discretion, it considers:
  - (a) That the proposed transferee is not a suitable party to be a Berth Licensee and/or;
  - (b) That the berth is not suitable for the proposed Named Vessel.
4. The Society may grant its consent to any proposed transfer of this Berth Licence subject to such conditions as it considers appropriate.
5. Any monies due by the existing Berth Licensee to the Society must be paid in full before consideration of the application for consent.

## **B20 - BERTH LICENCE ANNUAL FEES**

1. The Berth Licence Annual Fees are based on the actual area of the Berth to which the Licence relates.
2. The Society shall review the Berth Licence Annual Fee payable annually and such reviewed fee along with the Society Membership fee shall be invoiced to the Berth Licence holder by the end of June each year.

Payment in full of the reviewed Berth Licence Annual Fee and Society Membership fee is to be made before the commencement of the financial year – 01 August.

If payment in full is not received before 01 August the following will occur:

- (a) Interest will accrue at the rate of 2.5% per month or part thereof and;
  - (b) All security cards associated with the Berth Licence will be deactivated and;
  - (c) The power to the berth will be disconnected and;
  - (d) The Berth Licensee will be issued with a “Notice of Breach”.
3. In the event the “Notice of Breach” is resolved and full payment including the charges for the disconnection and reconnection of the power and interest as above is received then the security cards associated with the Berth Licence will be reactivated and the power reconnected.

4. In the event the “Notice of Breach” is not resolved then the process towards the “Forced Relinquishment of the Berth Licence” will commence.

#### **B21 – FORCED RELINQUISHMENT OF BERTH LICENCE**

1. In the event of Notice(s) of Breach remaining unresolved between a Berth Licensee and the Society then the matter will be referred to a professional mediation and dispute resolution service agreed to by both the Berth Licensee and the Society.
2. Should the parties be unable to agree on a professional mediation and dispute resolution service, then one will be appointed by the Auckland District Law Society.  
The outcome of the mediation and dispute resolution process will be binding on both parties.
3. Should the outcome be that the Berth Licensee is no longer suitable to be a Berth Licensee then that Berth Licensee will be given 3 months to submit a proposed transferee as per Policy B19.
4. If the Berth Licensee is unable to propose a suitable transferee (as per Policy B19) within the prescribed time then the Berth Licence will be relinquished to the Society.
5. The price for the relinquished Berth Licence will be assessed using the information from the most recent transfer prices achieved for a comparable Berth Licence and will be set by the Society.
6. Payment of the price above less any outstanding monies due will be made within 10 days of the Berth being vacated and, if necessary, the sale of any Removed Vessel.
7. The Society may at its sole discretion choose to on sell the relinquished Berth Licence at the same value or retain the relinquished Berth Licence for their rental pool in accordance with Policy G19.
8. Upon relinquishment of this Berth Licence the Former Licensee shall immediately remove any vessel occupying the Berth from the Berth and if the Former Licensee fails to do so the Society may remove such vessel in accordance with Policy B 22.

#### **B22 - REMOVAL OF VESSEL FROM THE BERTH**

1. Where the Society is entitled to remove any vessel occupying the Berth because of default or breach of any of the Society’s Rules or Policies, by the Berth Licensee, his agents or any persons for whom the Berth Licensee is responsible:
  - (a) The Society may recover the cost of the vessel’s removal from the Berth from the Berth Licensee.
  - (b) The Society shall not incur any liability under such circumstances.
  - (c) Where the Society removes any vessel in accordance with this Policy, it shall be entitled to a lien on such vessel for the costs of removal and storage.

- (d) If the Berth Licensee fails to claim such vessel within a period of three months after the date of removal the Society may offer such vessel for sale. The Society may utilise the proceeds of sale:
  - (i) In payment of all costs and expenses of an incidental sale; and
  - (ii) To recover the costs of removal and storage of such vessel; and
  - (iii) Subject to the lawful claims of any other persons, pay the balance of the proceeds of sale to the owner of such vessel.
- (e) The Society may (but shall not be obliged to) appoint a custodian for the care of such vessel pending any sale and the cost of doing so shall be treated as a cost incurred in the course of the sale.

### **B23 – BIO SECURITY - VESSELS HAVING EXCESSIVE OR UNKNOWN FOULING**

1. Any vessel (other than those which are covered by Policy # B24) must, before using an overnight berth in the Whitianga Marina, provide evidence of having had new antifouling applied to the vessel within six (6) months of the date of arrival or provide evidence of the vessel having been hauled out and the hull washed within one (1) month of the vessels arrival.
2. Failure to provide such evidence will mean the vessel is unable to remain in the Whitianga Marina until such time as the above requirements are satisfied.
3. Any vessel (including visitors) which, in the opinion of the Marina Manager or his/her representative, has excessive or unknown types of fouling will be directed to be hauled out for inspection and cleaning.
4. Refusal will mean immediate removal of the vessel from the Marina

### **B24 – VESSELS PREVIOUSLY HAVING BEEN BERTHED IN THE WHITIANGA WATERWAYS**

1. Vessels requiring a berth in Whitianga Marina which have been berthed in the Whitianga Waterways, must, before using an overnight berth in the Whitianga Marina be hauled out and inspected to confirm the anti-foul is in good condition and that there is no growth of Australian Tube Worm (*Ficopomatus Enigmaticus*) on the vessel.
2. If worm growth is found on the vessel it must be cleaned and anti-fouled before being allowed to berth.

## **B25 – PRIVATE RENTAL OR LEASE OF BERTHS**

1. The Berth Licensee may rent or lease their Berth privately subject to the prior consent of the Society which shall not be unreasonably withheld.
2. The application for consent to rent or lease the Berth shall be on the prescribed form available from the office. The Berth Licensee is to complete the application form in full and forward the completed application form along with required attachments and applicable fees to the Society for consideration.  
The information to be provided is as below:
  - Full particulars of the name(s) and address (es) of the proposed Berth renter(s) or lessee(s).
  - The start date and end date (if applicable) of the private arrangement.
  - The proposed Named Vessel.
  - The type, beam, overall length and draft of the proposed Named Vessel.
  - The insurance details of the Named Vessel – the current insurance document must be sighted and copied at the Marina Office. The copy will be held on file at the Marina Office. The subsequent renewal document must be similarly sighted and copied.
  - A current Electrical Warrant of Fitness must be sighted and copied at the Marina Office if the Named Vessel is intended to be plugged into shore power. The copy will be held on file at the Marina Office. The subsequent Electrical Warrant of Fitness must be similarly sighted and copied
3. The Society may refuse its consent to any proposed private rental or lease if, in its sole discretion, it considers;
  - (a) That the proposed Renter/Lessee is not a suitable party to be a Berth Licensee and/or;
  - (b) That the berth is not suitable for the proposed Named Vessel.
4. The Society may grant its consent to any proposed private rental or lease subject to such conditions as it considers appropriate.
5. The Berth Licensee remains solely responsible to the Society in all respects for their private renter or lessee. This includes (but is not limited to):
  - All communication with the Society.
  - Compliance with all Society Policies, Berth Licences, Rules and regulations.
  - Notification of inclusion / removal of Berth in rental pool.
  - Payment of all fees including power costs applicable to the berth.
6. All private Renters/Lessees shall be Members of the Society.

## **B26 – VESSEL INSURANCE**

1. All vessels occupying a Berth in the Whitianga Marina shall have adequate fully comprehensive Marine Vessel cover at all times.
2. The current insurance policy document or a Certificate of Insurance issued by an Insurance Company must be provided to the Marina Office. A copy will be held on file at the Marina Office and any subsequent renewal documents must be similarly provided.
3. Failure to comply with this policy will result in the vessel being required to leave the Marina until such time as the policy has been complied with.
4. Should the Berth Licensee fail to comply with this policy and refuse to remove the vessel the vessel will be removed from the Marina in accordance with Policy B22.

## **B27 – BERTH E2**

1. Berth E2 is a 10metre berth.
2. The vessel "*Kalistoss*" which exceeds the dimensions for a 10metre berth is currently moored in berth E2.
3. Once the vessel "*Kalistoss*" vacates the berth E2, any subsequent vessel can only moor in E2 providing no part of the vessel shall extend beyond the dimensions of a 10metre berth in all directions in accordance with Policy # B09.

## **GENERAL POLICIES**

<u>Number</u>	<u>Content</u>	<u>Revision Date</u>
G0	Marina Office Hours	Jul 15
G1	Hours of Operation	Jul 15
G2	Callouts to the Marina	Jul 15
G3	Security Cards	Jul 15
G4	Insurance	Jul 15

G5	Control of Vessels & Noise within the Marina	Jul 15
G6	Fuel, Fuelling Safety & Restrictions	Jul 15
G7	Fuel from the Whitianga Boat Stop	Jul 15
G8	Vessels for Sale within the Marina	Jul 15
G9	Rubbish – Recycling – Pollution	Jul 15
G10	Alcohol within the Marina	Jul 15
G11	Swimming in the Marina	Jul 15
G12	Dogs within the Marina	Jul 15
G13	Children within the Marina	Jul 15
G14	Purchase of Marina Berth Licences by Marina Society for Inclusion in the Berth Rental Pool	Jul 15
G15	Purchase of Southern and/or Northern Reclamations	Jul 15
G16	Adverse Events Fund	Jul 15
G17	Refurbishment Fund	Jul 15
G18	Notices of Breach and Fines	Jul 15
G19	Support or Donations to other Organisations	Jul 15

## **GENERAL POLICIES**

### **G0 - MARINA OFFICE HOURS**

1. The minimum the office should be attended is from 9.00am - 12.00 / 1.00pm - 4.00pm Monday to Friday.
2. It is not required that the office be open on Statutory Holidays.
3. The Manager or his/her representative should be in attendance during the specified Marina Office hours.

### **G1 - HOURS OF OPERATION**

1. The Marina shall be closed to members of the public between sunset and sunrise but Berth Licensees shall be entitled to 24hour access to their boats on such terms as the Society from time to time determines.

## **G2 - CALL OUTS TO THE MARINA**

1. The Manager or his/her representative to attend emergencies and to situations that involve the overall security or running of the marina.
2. There is a callout fee payable for emergency call-outs not related to the security or running of the Marina. Such fee is set from time to time by Management and the Governance Committee and is dependent on the circumstances.
3. It is not expected the Manager should be called out to attend to the needs of individuals, e.g. supply of fuel, late arriving visitors etc.

## **G3 – SECURITY CARDS**

1. A deposit is payable for all security cards issued. The amount is set from time to time by the Governance Committee.
2. Any faulty cards will be replaced at no charge.
3. The person who has been issued a security card is held wholly responsible for the all use of that card at all times.
4. Any card which has been lost must be reported to the Marina Office as soon as practicable.

## **G4 - INSURANCE**

1. All vessels, boats, craft, trailers, vehicles and other property brought into the Marina shall be fully insured including adequate liability cover at all times whilst within the confines of, or near to, the Marina. Such cover to include loss or damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, act of God and all other usual maritime risks.
2. Failure to comply with this requirement will result in the immediate removal from the Marina.

## **G5 - CONTROL OF VESSELS & NOISE WITHIN THE MARINA**

1. No person shall moor, sail or manoeuvre any vessel in any manner which may create a danger, obstacle or inconvenience to other Marina users.
2. All persons responsible for any vessel in the Marina shall ensure at all times that all halyards, lines, ropes, rigging, sheets, fixtures and fittings are secured in such a way as to not create any noise.



## **G6 – FUEL, FUELLING SAFETY & RESTRICTIONS**

1. No one shall bring within the Marina or store on any Marina structure or in any area under the control of the Society, any motor spirit, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or similarly inflammable nature without the prior approval of the Society.
2. Nothing in the above shall prevent the carrying of fuel in safe containers in quantities reasonably required for small outboard engines or stoves or oils etc. reasonably required for the routine servicing of boats.
3. The Transfer of fuel from approved containers to vessels at any other than the designated Fuel Berth is strictly prohibited.
4. Diesel may only be transferred to vessels via the Marina's diesel pumps on the Fuel Berth.
5. Petrol may only be transferred to vessels from approved containers whilst alongside the Marina's designated Fuel Berth or within the Secure Trailer Park and only after obtaining permission to do so from the Marina Manager or his/her representative.
6. All standard precautions must be observed whilst refuelling.

## **G7 – FUEL FROM THE WHITIANGA MARINA BOAT STOP**

1. The Whitianga Marina Society owns the assets associated with the fuel installation on the Northern Reclamation and the designated Fuel Berth.
2. The maintenance of the fuel assets is contracted out and all reasonable efforts will be made to maintain an uninterrupted fuel supply at the boat stop facility.
3. Purchases from the facility can be made using EFTPOS, VISA, MasterCard or the Whitianga Marina Fuel Cards.
4. Whitianga Marina Fuel Cards are available by application to the Whitianga Marina Society. Application forms are available on the Whitianga Marina web site [www.whitiangamarina.co.nz](http://www.whitiangamarina.co.nz) or from the Marina Office during office hours.
5. Whitianga Marina Fuel Cards may only be used at the Whitianga Boat Stop for the purchase of diesel fuel. These cards may allow the owner of the card a discount off the pump price from time to time as set by the Whitianga Marina Society.
6. Card holders will be sent a statement at the end of the month if the card has been used. Payment will be made on the 17<sup>th</sup> day of the month following the transaction by direct debit as per the direct debit authority provided with the application.
7. The Whitianga Marina Society has the authority to stop discounts or stop cards at any time for any reason. The card holder will be advised in the event of the above.

### **G8 – VESSELS FOR SALE WITHIN THE MARINA**

1. Anyone who wishes to sell vessels berthed within the Marina is restricted to a maximum size sign of 800mm X 600mm.
2. Signage is only to be mounted on the vessel and there are to be no sandwich boards or any obstruction on the walkways or fingers.

### **G9 – RUBBISH – RECYCLING - POLLUTION**

1. There shall be no discharge or disposal of any sewage, garbage, oil, fuel or other material into the Marina waters or on the Marina except into containers which may be provided for the purpose by the Society.
2. All rubbish is to be sorted and deposited in the appropriate recycling bins provided by the Marina at both the northern and southern ends of the Marina.

### **G10 - ALCOHOL WITHIN THE MARINA**

1. No person shall consume alcoholic beverages within the Marina except on private vessels.

### **G11 - SWIMMING IN THE MARINA**

1. There shall be no swimming, diving or engaging in any other underwater activities within the Marina.
2. The provisions of clause 1. shall not prohibit the underwater inspection or minor repairs of or to any vessel in accordance with such reasonable directions from the Society. This does not extend to the cleaning of any boat underwater which is prohibited.
3. Any diving operations are to be approved by the Manager before commencing.

### **G12 - DOGS WITHIN THE MARINA**

1. All dogs while within the Marina are to be on a suitable leash and under the control of their owner or person responsible for them. Any “deposits” are to be promptly removed and cleaned up

### **G13 - CHILDREN WITHIN THE MARINA**

1. Children under the age of twelve (12) years are not to enter the Marina unless accompanied by an adult.

### **G14 – PURCHASE OF MARINA BERTH LICENCES BY MARINA SOCIETY FOR INCLUSION IN RENTAL POOL**

1. The Society is entitled to purchase and retain Berth Licences for the purpose of the Berth's inclusion in the Society's Berth Rental Pool. Such purchases are at the discretion of the Governance Committee.
2. Whilst any such purchase is principally for the purpose of inclusion in the Society's Berth Rental Pool any such Berth Licences may be on-sold at any time at the discretion of the Governance Committee.

### **G15 – PURCHASE OF SOUTHERN AND/OR NORTHERN RECLAMATIONS**

1. The Society is entitled to purchase the freehold titles in the Southern and/or Northern Reclamations of the Whitianga Marina currently being leased by the Society if deemed appropriate and acceptable to the Governance Committee.

### **G16 – ADVERSE EVENTS FUND**

1. The Society shall at all times retain and maintain a separately identifiable fund for the purpose of having ready access to sufficient funds to commence remedial work immediately upon the occurrence of an adverse event whilst awaiting the provision of funds from the Society's insurance cover and to cover the excess payable.
2. The Governance Committee is to ensure the adequacy of such fund at all times.

### **G17 – REFURBISHMENT FUND**

1. The philosophy of the Society is to maintain or increase the value of the Berth Licences and hence the Marina.
2. The infrastructure of the Marina is continually being maintained, refurbished and upgraded in an on-going basis in accordance with the above.

3. The one particular focus in this regard is eventual requirement to replace the floating structure.
4. To facilitate this replacement when required the Society shall at all times retain and maintain a separately identifiable fund for the purpose of replacing the floating structure when required.
5. The Governance Committee is to ensure the adequacy of such fund at all times.

### **G18 – NOTICES OF BREACH & FINES**

1. Failure to comply with the Rules and Policies of the Whitianga Marina Society will result in the offender being issued a “Notice of Breach”.
2. Depending on the nature and circumstance of the breach the Society may impose a fine.
3. The amount of the fine will be set by the Governance Committee on consultation with the Manager.
4. Failure to pay the fine within 30 days will result in all security cards issued to the member responsible will be deactivated.

### **G19 - SUPPORT OR DONATIONS TO OTHER ORGANISATIONS**

1. The Governance Committee is to represent the members of the Whitianga Marina Society in all matters pertaining to the Whitianga Marina business, Individual Governance Committee members make their own decisions with respect to donations, support or opinions on all matters not directly concerning the Whitianga Marina.

### **HARDSTAND POLICIES**

<u>Number</u>	<u>Content</u>	<u>Revision Date</u>
H0	Travelift and Hardstand Charges and Discounts	Jul 15
H1	Working on Boats on the Hardstand	Jul 15
H2	Travelift Availability	Jul 15
H3	Fuel Supply to the Hardstand Area	Jul 15
H4	Temporary Sheds for Contractors on the Hardstand	Jul 15
H5	Biosecurity	Jul 15
H6	Contractors	Jul 15
H7	Cradle donated by N Ball	Jul 15

## **H0 – TRAVELIFT AND HARDSTAND CHARGES AND DISCOUNTS**

1. All accounts incurred for Travelift and Hardstand services must be paid in full before the vessel is launched or removed from the Marina or Hardstand area.  
Where a vessel is the Named Vessel in the Whitianga Marina Berth Licence Schedule then the Berth Licensee will have 20 days from the date of launching of the vessel to pay the account.  
Where discounts are applicable, the full amount will be invoiced and discounts may only be deducted when the account is paid within 20 days of re-launching.
2. After the first 60 days on the hardstand the charges will increase by 50%.  
Where the vessel is the Named Vessel on the Whitianga Marina Berth Licence Schedule, the Berth Licensee may make written request to the Marina Manager for a waiver of the increase in charges giving the reasons for the extended time and anticipated time of re-launching.  
In such cases the Marina Managers decision is final.
3. Berth Licensees are entitled to a discount (as set by the Governance Committee) on their Travelift, water blaster and hardstand charges under the following criteria:
  - (a) The vessel must be the one named on the schedule of the Berth Licence and be owned by the Berth Licensee.
  - (b) No discount will be given for vessels being repaired under insurance cover.  
Consideration will be given to charges made for work done during the insurance work but not covered by the insurance claim.
  - (c) This discount is non-transferable and the account must be paid within 20 days of the invoice date.
  - (d) The Berth Licensee must be current financially.

## **H1 – WORKING ON BOATS ON THE HARDSTAND**

1. The owner and/or his or her contractor must contact the Marina Office **BEFORE** spray painting.
2. The Owner or their agents or employees must take all necessary precautions to ensure any painting action will not result in over-spray on any other vessel, vehicle, equipment or structure.  
Only contractors registered with the Marina may apply paint by spraying.
3. As per the Travelift and Hardstand agreement the owner and/or his or her contractor agree to cease work if requested by any of the Marina's Management or appointed staff.
4. The Owner should be aware that as per the terms and conditions of the Travelift and Hardstand area Agreement, the Owner agrees to indemnify the Society against all claims, debts, loss or damage caused by the Owner or their agents or employees, to the Marina, slips, any craft, vehicles or equipment in the precincts of the Marina.
5. Spray painting of boats in any area other than the Hardstand area is not permitted.

6. Dry sanding is only permitted using effective vacuum sanders.
7. The owner or their agents or employees must ensure that any work carried out on a vessel or associated with a vessel in the Hardstand area does not cause any form of contamination of any type to the water, other vessels, vehicles, equipment or structure in the Hardstand area or in the Marina.
8. The owner of any vessel which as a result of having work carried out by the owner or their agents or employees causes any form of contamination to the water, any other vessels, vehicles, equipment or structure in the Hardstand area or in the Marina will be fully liable for all remedial costs incurred.
9. Personal protective clothing is to be worn at all times when working on or around boats on the Hardstand. This is to include head to toe covering and appropriate footwear as well as a minimum of a paper mask when stripping or applying antifoul paints (by brush or roller).

## **H2 – TRAVELIFT AVAILABILITY**

1. Summer Hours                      Labour Weekend to Easter  
Monday to Friday - 8.00am to 5.00pm  
Weekends - 9.00am to 2.00pm
2. Winter Hours                        Easter to Labour Weekend  
Monday to Friday - 9.00am to 4.00pm  
Weekends - 9.00am to 12.00pm
3. First lift of the day ideally 9.00am. This will allow staff to check Travelift and Marina.
4. Bookings for the Travelift are to be made as a minimum during the office hours of the day before the requirement.
5. Consideration should be given to the fact that 2 hours are required for a boat to be lifted, water blasted and cradled when booking in boats at the later part of the day.
6. Flexibility should be given to situations outside these hours.
7. Emergency lifts, i.e. a vessel in danger of sinking or causing serious pollution, requiring an operator to be called out will be charged an additional amount of \$150.00 plus GST over and above the normal lift out charge.  
\$100.00 gross to be paid by the Society to the Operator concerned.
8. Outside office hours the duty person's name and contact information to be available by answer phone and by notice displayed at the Marina Office.

### **H3 – FUEL DELIVERED BY MINI-TANKER TO THE HARDSTAND AREA**

1. Delivery of fuel by mini-tanker to boats on the Hardstand is only permitted to boats which have had tanks repaired or replaced or the situation of the initial input of fuel to a new boat.
2. The permission of the Manager or his/her appointee is required prior to any such delivery.

### **H4 – TEMPORARY SHEDS ON THE HARD STAND AREA USED BY CONTRACTORS**

1. The size of the shed is to comply with the Council's current "no permit required" ruling.
2. The shed should be neat and tidy in appearance.
3. The sheds must be able to be easily removed.
4. Advertising on the shed is to be limited to one sign, a maximum of 1metre x 500mm.
5. The shed is to be the same colour as the existing Marina buildings.
6. The shed is to be constructed of plywood cladding, board and vertical batten style. Roofing to be painted or colour steel corrugated iron.
7. There is to be no storage of equipment or boat parts around the shed.
8. The Society reserves the right to remove the shed at the Contractors expense if required.
9. The Society accepts no responsibility or liability arising from the installation of the shed.
10. The shed must meet any Workplace Safety and dangerous goods requirements if applicable.
11. The owner of the shed shall pay a \$500.00 bond to the Society. This will be held until the removal of the shed at which time the bond may be refunded provided the site has been left in a state to the Society's satisfaction.
12. A ground rental for the shed will be payable to the Society. The Society will review and set the rental.
13. There will be a maximum of four temporary sheds allowed on the hard stand at any one time or as determined by Thames Coromandel District Council.

### **H5 – BIOSECURITY**

1. Any suspicious or unknown hull fouling found on vessels is to be immediately isolated.

2. A sample of the fouling is to be taken and kept in a secure container in the fridge.
3. Call the Bio-fouling hotline on 0800 80 99 66.
4. All fouling to be collected and placed in the bio-foul yellow bin and arrangements made for its pick up by our approved contractor to be taken to an approved dump site.
5. A charge will be levied on the vessel owner for any material scraped from hulls and required to be dumped.

## **H6 – CONTRACTORS**

1. Contractors must hold a Contractor's Licence to work on boats at the Whitianga Marina before they commence work at the Marina.
2. All contractors applying for a Contractor's Licence are to apply at the Marina Office.
3. To hold a Contractor's Licence the contractor must:
  - (a) Be experienced in the marine trade in which they wish to work
  - (b) Have a minimum of five million dollars (\$5,000,000) of public liability insurance and full Ship Repairers Insurance - copies of the above insurance showing they are current are to be provided to the Marina Office. Copies of subsequent renewals are also to be provided.
  - (c) Undergo an induction to the Marina which includes understanding the Rules and Policies of the Marina. Such induction will be signed off by the Marina Manager on completion. Any employees (as defined by the Inland Revenue Department) of the Contractor are to undergo the induction to the Marina.
  - (d) Abide by the Rules and Policies of the Society as well as the Best Management Practices as set down by Marina Management.
  - (e) Conduct their business so as not to bring any disrepute whatsoever to the good name of the Whitianga Marina.
  - (f) Not deliberately pass bad comments about any other contractors work or the Marina in general.
  - (g) Pay a sum as shall be set from time to time by the Governance Committee to hold a Contractor's Licence.
  - (h) Have an up to date Safety and Health Policy. Such policy must be produced for viewing by the Marina Management when requested.
4. Any person other than a marine trades person working at the Marina are to be as an employee (as defined by the Inland Revenue Department) of the specified Contractor. Such persons may not be



Contractors to the Marina.

5. All unskilled labour employees must be supervised at all times by a suitably qualified person.
6. Any breach of the above may result in the forfeiture of the Contractor's Licence.

#### **H7 – CRADLE DONATED BY N. BALL**

1. Mr. Norm Ball has 14 days free use of a cradle per annum during his lifetime in recognition of the cradle he purchased.
2. The cradle purchased by Mr. N Ball may be rented by the Whitianga Marina Society.

#### **LAUNCHING RAMP POLICIES**

<u>Number</u>	<u>Content</u>	<u>Revision Date</u>
L0	Boat Launching Ramp Use	Jul 15
L1	Ramp User Numbers	Jul 15
L2	Waiting List – Boat Launching Ramp	Jul 15
L3	Boat Launching Ramp Annual Fees	Jul 15

#### **L0 – BOAT LAUNCHING RAMP USE**

1. Boat Launching Ramp Permits are issued to Boat Launching Ramp Users on an annual reviewable basis to the next succeeding 31<sup>st</sup> July.

2. Payment of the prescribed Boat Launching Ramp User fee plus the Society Membership fee entitles the Boat Launching Ramp User to use the Marina Boat Launching Ramp to launch and retrieve one trailer boat and to purchase one security access card only. Such card will remain active whilst the holder remains current financially and does not have any unpaid fines or unresolved Notices of Breach.
3. The vessel normally using the Boat Launching Ramp is to be designated and display the current Boat Launching Ramp Permit.
4. Boat Launching Ramp permits are numbered and prefixed as follows:
 

BR	Boat Launching Ramp User
STP	Secure Trailer Park User
BH	Berth Licensee User
5. No more than three vehicles with trailers are to be inside the marina security gates at any one time.
6. When waiting to enter through the gates, the Boat Launching Ramp User will wait in such a place so as not to obstruct normal traffic flow in and out of the hard stand.
7. The marina does not provide wash down facilities for boats, trailers or cars etc.
8. Unless prior arrangements with the Marina Manager have been made, the security access card is not to be used for the launching or retrieval of any vessel other than the designated one.
9. Misuse of the security access card such as passing on to another person or multiple launching will result in the deactivation of the security card and cancellation of the Boat Launching Ramp Permit.
10. Vehicles and trailers are not to be parked in the Marina area.
11. The Boat Launching Ramp User may not assign, sublet, charge, transfer, loan or otherwise dispose of or part with the Boat Launching Ramp Permit.
12. If the Boat Launching Ramp User no longer requires their Boat Launching Permit then it is relinquished to the Marina Society to be offered as per Policy # L2. The key and security access card must be returned to the Marina Society.
13. The Boat Launching Ramp User agrees to comply in all respects with Rules and Policies of the Whitianga Marina Society Incorporated.
14. All boats, trailers and vehicles entering the Marina area and using the Boat Launching Ramp must have a minimum of current third party insurance.
15. Failure to comply with the insurance requirement will result in the suspension of the security access card. Details of the minimum of current third party insurance will be required to be provided to the Marina office to reactivate the security access card.
16. The Boat Launching Ramp User may also use the shower and toilet facilities provided by the Marina.
17. The Boat Launching Ramp User must comply with the No Wake Speed limit within the confines of the Marina Basin.

18. The Boat Launching Ramp User uses the Marina Boat Launching Ramp entirely at the Boat Launching Ramp User's risk in every respect.
19. The Boat Launching Ramp User and their invitees must recognise that the Southern Reclamation tar-sealed area including the Hardstand is designated a Dangerous Work Place, and should be treated as such and, as well, the Marina Travelift has right of way at all times.
20. The Society shall have no liability to the Boat Launching Ramp User or any other person in respect of any damage or loss suffered by the Boat Launching Ramp User arising from the use of the Marina Boat Launching Ramp.
21. By accepting the Boat Launching Ramp Permit, the Boat Launching Ramp User (the "User") indemnifies the Society against all claims from the use of the Marina Boat Launching Ramp by the User, the User's employees, agents or invitees.
22. All holders of Boat Launching Ramp Permits shall be Members of the Society.

### **L1 – NUMBER OF RAMP USERS**

1. Restricted to 250 including 35 Secure Trailer Park Users.

### **L2 – BOAT LAUNCHING RAMP WAITING LIST**

1. There is a waiting list for the Boat Launching Ramp Users.
2. Each application for inclusion on the list should be on the standard form, numbered and include information, if available, of the intended designated vessel.
3. The applicant's position on the waiting list is strictly determined by the time the application was made.
4. A position on a waiting list cannot be passed on or swapped.
5. On a vacancy becoming available for a Boat Launching Ramp User, the offer to take up that vacancy is made in strict order of the waiting list.
6. The applicant on the top of the list will be contacted with the offer using the details provided on their application and will have 10 days to either accept or decline the offer.
7. If the offer is declined or the applicant does not respond to the Marina Society within the 10 days, then the offer will be made to the next applicant on the list.
8. In the case of the original applicant failing to respond to the Marina Society within the 10 days, their application will be re-entered on the list behind the last applicant on the list at the expiration of the 10 days.

9. In the case of the original applicant declining the offer they have the option of having their application re-entered on the list behind the last applicant on the list at the time.
10. An up to date copy of the waiting list is kept at the Whitianga Marina Office.

### **L3 – BOAT LAUNCHING RAMP USER ANNUAL FEES**

1. The Society shall review the Boat Launching Ramp User Fee annually and the reviewed fee along with the Society Membership fee shall be invoiced to the Boat Launching Ramp User by the end of June each year.  
 Payment in full of the reviewed Annual Boat Launching Ramp User Fee and Society Membership fee is to be made before the commencement of the financial year – 01 August.  
 If payment in full is not received before 01 August the Boat Launching Ramp Permit will be cancelled and the associated security card deactivated.

### **SECURE TRAILER PARK POLICIES**

<u>Number</u>	<u>Content</u>	<u>Revision Date</u>
S0	Secure Trailer Park Use	Jul 15
S1	Waiting List – Secure Trailer Park	Jul 15
S2	Working on Boats in the Secure Trailer Park	Jul 15
S3	Secure Trailer Park Annual Fees	Jul 15

### **S0 – SECURE TRAILER PARK USE**

1. Licences to Occupy the Secure Trailer Park are issued for a specific Park Number to the named Licensee who becomes the Secure Trailer Park User. The Licences to Occupy the Secure Trailer Park are issued on an annual reviewable basis to the next succeeding 31<sup>st</sup> July.
2. Payment of the prescribed Secure Trailer Park Licence fee plus the Society Membership fee entitles the Secure Trailer Park User to store boats, towing vehicles and associated boat trailers within the allocated Secure Trailer Park space and to purchase one security access card only.

Such card will remain active whilst the holder remains current financially and does not have any unpaid fines or unresolved Notices of Breach.

3. The Licensee will be issued with one key for access into the enclosure. The key is not to be copied or attempted to be copied.
4. The Secure Trailer Park User may use the Marina Boat Launching Ramp to launch and retrieve one trailer boat.
5. The vessel normally using the Secure Trailer Park and Boat Launching Ramp is to be designated and display the current Boat Launching Ramp permit.
6. Boat Launching Ramp permits are numbered and prefixed as follows:

BR	Boat Launching Ramp User
STP	Secure Trailer Park User
BH	Berth Licensee User
7. The Secure Trailer Park User may also use the shower and toilet facilities provided by the Marina.
8. As security is a priority for the Secure Trailer Park it is essential that once the yard is unattended the gates are locked shut and the key for the gate padlock removed.  
Any key left in the padlock will be removed and taken to the Marina office for collection by the Licensee.
9. The Secure Trailer Park User agrees to comply in all respects with the Rules and Policies of the Whitianga Marina Society Incorporated.
10. The Secure Trailer Park Licensee may not assign, sublet, charge, transfer, loan or otherwise dispose of or part with the Secure Trailer Park Licence to Occupy.
11. If the Secure Trailer Park User no longer requires their Secure Trailer Park Licence to Occupy then it is relinquished to the Marina Society and their key and security access card must be returned to the Marina Society.
12. All boats, trailers and vehicles entering the Marina area and using the Secure Trailer Park must have a minimum of current third party insurance.
13. Failure to comply with the insurance requirement will result in the suspension of the security access card. Details of the minimum of current third party insurance will be required to be provided to the Marina office to reactivate the security access card.
14. The Secure Trailer Park User uses the Secure Trailer Park entirely at the Secure Trailer Park User's risk in every respect.
15. The Secure Trailer Park User and their employees, agents and invitees must recognize that the Southern Reclamation tar-sealed area including the Hardstand is designated a Dangerous Work Place, and should be treated as such and, as well, the Marina Travelift has right of way at all times.
16. The Society shall have no liability to the Secure Trailer Park User or any other person in respect of any damage or loss suffered by the Secure Trailer Park User arising from the use of the Secure Trailer Park.

17. The Secure Trailer Park User shall indemnify the Society against all claims arising out of the Secure Trailer Park User's or the employees, agents or invitees of the Secure Trailer Park User's use of the Secure Trailer Park
18. All holders of a Secure Trailer Park Licence shall be Members of the Society.

### **S1 – SECURE TRAILER PARK WAITING LIST**

1. There is a waiting list for the Secure Trailer Park.
2. Each application for inclusion on the list should be on the standard form, numbered and include information, if available, of the intended designated vessel.
3. The applicant's position on the waiting list is strictly determined by the time the application was made.
4. A position on a waiting list cannot be passed on or swapped.
5. On a vacancy becoming available for Secure Trailer Park, the offer to take up that vacancy is made in strict order of the waiting list.
6. The applicant on the top of the list will be contacted with the offer using the details provided on their application and will have 10 days to either accept or decline the offer.
7. If the offer is declined or the applicant does not respond to the Marina Society within the 10 days, then the offer will be made to the next applicant on the list.
8. In the case of the original applicant failing to respond to the Marina Society within the 10 days, their application will be re-entered on the list behind the last applicant on the list at the expiration of the 10 days.
9. In the case of the original applicant declining the offer they have the option of having their application re-entered on the list behind the last applicant on the list at the time.
10. An up to date copy of the waiting list is kept at the Whitianga Marina Office.

### **S2 – WORKING ON BOATS IN THE SECURE TRAILER PARK**

1. All proposed work (other than minor) to be undertaken on vessels in the Secure Trailer Park must be referred to the Marina Manager for approval before commencement of work.
2. The owner and/or his or her contractor agree to cease work if requested by any of the Marina's Management or appointed staff.
3. The Owner agrees to indemnify the Society against all claims, debts, loss or damage caused by the Owner or their agents or employees, to the Marina or slips, or to any craft in the precincts of the

Marina.

4. Spray painting of boats is not permitted in the Secure Trailer Park.
5. Grinding of any sort in the Secure Trailer Park is not permitted.
6. Only minor TIG welding may be carried out in the Secure Trailer Park and only with the permission of the manager or his/her representative. All other types of welding are not permitted.
7. The owner or their agents or employees must ensure that any work carried out on a vessel in the Secure Trailer Park does not cause any form of contamination of any type to the water, other vessels in the Secure Trailer Park or the Secure Trailer Park.
8. The owner of any vessel which as a result of having any work carried out on by the owner or their agents or employees causes any form of contamination to the water other vessels in the Secure Trailer Park or the Secure Trailer Park will be fully liable for all remedial costs incurred.

### **S3 – SECURE TRAILER PARK ANNUAL FEES**

1. The Society shall review the Secure Trailer Park Fee annually and such reviewed fee along with the Society Membership fee shall be invoiced to the Secure Trailer Park Licensee by the end of June each year.  
Payment in full of the reviewed Secure Trailer Park Fee and the Society Membership fee is to be made before the commencement of the financial year – 01 August.  
If payment in full is not received before 01 August the Secure Trailer Park Licence to Occupy will be cancelled and the associated security card deactivated.