

Mahurangi Marinas Ltd

Mahurangi River
PO Box 67
WARKWORTH
NEW ZEALAND

36°24.5S 174°40.9E
TEL: +64 9 425 8831
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E-MAIL: neil@mahurangimarinas.co.nz
URL: www.mahurangimarinas.co.nz

Rules - Terms of Occupation – Trade – Use

(Standard Terms and Conditions Oct. 08)

- **Berth holders / Boat owners**, please respect and give consideration to all other users at all times.
- **Marine and Local Authority** regulations and By Laws apply on the water and waterfront.
- **Power and Water** facilities are for casual use only. (in common with other users)
- **Vehicles** must be parked in places provided or as directed.

The area at the top of the bridge walkway is for loading and unloading only. Do not block.

- **Dinghys** and other equipment must be stored as directed.
- **Clear away** all excess materials and equipment and dispose of all rubbish.

Please ensure no spillage of any materials or pollutants of any kind into the river or Marina surrounds.

- **Animals** must be kept restrained on a lead and must not disturb other users or stock. Pick up after your animals.
- **Security** controls are for the benefit of all users.

Gates are generally closed during the hours of darkness. Boat owners berth holders arrange entry and exit to suit.

Please leave the gates (open or closed) as you find them.

Boat owners, berth holders are responsible for their own, guests and associates recognition of the security arrangements.

Please always 'check in' with the gatekeeper / security officer when entering.

The above provisions are for control purposes and do not in any way imply management responsibility for security.

Each user is responsible to ensure their property or persons are securely protected.

- **Insurance / Liability.** All care will be taken, however management take no responsibility and accept no liability for loss, damage or expense to craft, property or persons using these facilities. The security, operation, care and insurance is totally the responsibility of each owner of such craft, property or persons.
- **Danger Notice:** All equipment and facilities may be dangerous. Assess your own competence and ability. Parent supervision is recommended. In all things management take care but take no responsibility for persons, property or craft at these facilities.
- **Mooring Lines.** Berth holder is responsible for the quality and fixing of his own craft and mooring lines and attachments. All such to be regularly inspected and repaired as necessary sufficient for the safe mooring of the craft and other craft within the marina. Management may serve notice requiring repairs to mooring lines or if considered urgent may affect repairs and charge costs to berth holder.
- **Marina berth-space** is for **recreational** boating purposes only for the craft nominated. The berth shall not be used for any commercial or industrial craft or purposes. Berth holder may not sublet or authorise the use of the berth for any other vessel.
- **Rent / Default - Accounts.** Client-owner agrees to pay rental for the term contracted, and or works or supplies charges as set out in the contract agreement or as scheduled or amended from time to time and recognises that Mahurangi Marinas Ltd may without incurring any liability for doing so exercise a lien, custody and sale of the vessel to recover outstanding rental, removal, storage, custody and other costs should the outstanding accounts remain in default for more than sixty days from due date. "Overdue accounts will attract Interest charges at not less than the current bank overdraft rate compounding from 30 days"
- Rentals are payable for the term agreed in advance. All other accounts are payable upon invoice before launching.
- **Rates and Charges** are those currently set by management and will be reviewed from time to time. Such review will be advised prior to the end of any currently paid rental term.
- **Unforeseen Conditions.** Any aspect of any estimate given or suggested can/may be affected by weather conditions and or the condition of the substrate which may not have been apparent at the time of inspection or by any other unforeseen condition. Recognition should be given also to the effect that time between applications of materials and or non working days or similar will have on the overall time for works to be processed and time on the hardstand.
- **All Care.** Mahurangi Marinas staff and operatives take every care to protect client interests when carrying out works or any manner of handling or activities. However the processes are often robust with very heavy loads involved and some blemishes may occur which may or may not be attributed to the activities when moving or carrying out processes on behalf of the owner. Such blemishes will be considered to be a risk accepted by the owner, the remedy of which, if required, will be carried out at the expense of the owner as part of unforeseen conditions. If any such matter is disputed, an independent assessor / arbitrator will be called to arbitrate and the decision of the arbitrator will be binding. Expenses relative to the arbitrator will be shared equally between Mahurangi Marinas Ltd and the owner/client.
- **Disclaimer.** Information, designs or services provided by Mahurangi Marinas Ltd are based upon our best consideration of the information provided to us or observed by us. This in no way proposes infallibility or warrants an ultimate solution. It is incumbent upon the customer / client to assess all aspects and direct procedure. No responsibility will be taken by this office for any resultant failure.
- **Standard Conditions.** Mahurangi Marinas Ltd standard conditions apply to any estimates, quotes, works or processes carried out by Mahurangi Marinas Ltd personnel whether expressly detailed in writing or verbally. They are available for perusal on the web site www.mahurangimarinas.co.nz and will be reviewed or modified without notice from time to time.

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- **GST.** Goods and Services Tax at the current rate may not have been included in figures given. GST will be added to all goods and services.
- **E&OE.** Fees and charges will be reviewed from time to time and are subject to change without notice. Administrative Errors and Omissions which may occur during accounting will be rectified.

Hardstand and Work Areas.

- **Security and Rules,** Rules and Terms of Occupancy / Trade of the Marina, Mahurangi Marinas Site, apply as set from time to time.
- **Consent** shall be obtained from Mahurangi Marinas Management prior to spray painting preparation, grinding, blasting etc. Operations or activities which may cause damage to other craft or property are totally the responsibility of the owner of the boat or of the object being worked upon.
- **Scaffolding.** When using scaffolding, trestles or any manner of raised platform it is the users responsibility to ensure safety. Follow safety conditions and procedures. Do not place upon uneven ground. Do not extend beyond design limits. Always brace the structure. Only one person at a time on any one span. Hire equipment to be returned in a clean and undamaged condition. Children must be fully supervised.
- **All care** will be taken, however Mahurangi Marinas Ltd management take no responsibility and accept no liability for loss, damage or expense to craft, property or persons using these facilities. Security, operation, care and insurance is totally the responsibility of each owner of such craft, property or persons. All persons shall comply with the provisions of the Resource Management Act and Health and Safety requirements in the Occupational Health and Safety Act.
- **Standard Conditions Apply.** Mahurangi Marinas Ltd standard terms and conditions apply to any estimates, works, services or processes carried out by Mahurangi Marinas Ltd personnel whether expressly detailed in writing or verbally. These conditions are available for perusal on the web site www.mahurangimarinas.co.nz or at the office and will be reviewed or modified without notice from time to time.

Trailer Boat Storage.

- **Storage terms.** All Standard Mahurangi Marinas Ltd rules, terms and conditions apply in every respect.
- **Not a Principle Activity.** The storage of trailer mounted craft to be launched and retrieved by the owners of such craft is not a principle activity of Mahurangi Marinas Ltd. This is a space, safety and facilities matter. Such trailer boat activity is provided to a very limited number of clients upon the absolute understanding that the movement and operations of heavy craft, whether launching, hauling out, moving to hardstand or whatever other activity, takes precedence over any trailer boat activity. Should trailer boat activities and movement of other heavy craft coincide, trailer boat activity must cease and make clear way for other craft activities. If launching or retrieval of trailer boats is interrupted or delayed beyond the capability or capacity of the persons operating such trailer boat to await clearance to continue, then arrangements may be made with Mahurangi Marinas supervisor to carry out such trailer boat movement on behalf of the owner. The movement of a trailer boat by Mahurangi Marinas staff would be charged to the trailer boat owner at current scheduled hourly rates. Mahurangi Marinas Ltd will within safety and capability strictures endeavour to limit any such conflict of activity.
- **Minimise area** of use. Ground rental is based upon one standard trailer width x overall length of boat and trailer. Tractor if applicable will be charged extra.

Living Aboard.

- **Permission.** Living aboard may be approved by Mahurangi Marinas management upon specific application only. Permission by Mahurangi Marinas management in no way implies approval from Marine or Local Harbour Authorities. Boat owners wishing to stay on the boat overnight (before or after a trip away) are excluded from this provision.
- **Maximum Number - Charges.** Generally only a maximum of two persons per boat at any one time. See current schedule for living aboard rates. Other services - please check at office for other rates and charges. Please note: we do not have space for storage of any other articles or commodities.
- **Discharge.** Be aware that Mahurangi Marinas do not at present provide any pump out facility, therefore Marine Dept. Regulations in respect of discharge apply. Do not allow any discharge of any contaminant into the river.
- **Washing** must not be hung on display around the boat. Keep a low profile.
- **Community Standards.** A reasonable standard of attire and behaviour is required to comply with acceptable community standards.
- **Rubbish.** Do not allow rubbish to accumulate anywhere. Please separate burnable rubbish.
- **Rules – Terms.** All Standard Mahurangi Marinas Ltd rules, terms and conditions apply in every respect.
- **Security.** For your own security and in consideration of the security staff, please slow down to ensure you are recognised.

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Those living aboard are asked to keep a watchful eye (as far as practical) upon persons or circumstances which may give cause for concern in respect of the boats, property, facilities and marina facilities. Please advise management.

- **Guests.** Boat owner is responsible for guests conduct. Please ensure guests are advised of all terms and conditions.
- **Entry Gate.** Please ensure that the gate is left as you find it. Please monitor guests entry and exit to ensure gate is closed and security is aware.
- **Cement Works Ruins and Lake.** This is now a separate entity, rules of entry and use apply to all persons.