

Berthage Rental – Terms & Conditions

These terms and conditions apply to the rental of all serviced berths, un-serviced berthage, moorings and waterspace at Waiheke Marina. It is your responsibility to read and understand these terms and conditions. If you do not accept them, you will not be permitted entry into the Marina, and if at any time during your stay you breach them, you will be asked to leave immediately with no refund.

1. **Rental Agreement:** In consideration of your payment of the Rent, Kennedy Point Boatharbour Limited, T/A Waiheke Marina (**Waiheke Marina**) agrees to rent you the Allocated Berthage for the Term.
2. **Booking Reservation:** In order to rent berthage at the Marina you will need to request a Booking Reservation. Booking requests are to be made via the Marina website (www.waihekeislandmarina.co.nz), or by contacting the Marina office. Once your Booking request is confirmed you will be issued with a Booking Reservation.
3. **Rent:** The amount payable for the use and occupation of the Allocated Berthage for the Term is as specified on the Marina website (www.waihekeislandmarina.co.nz) from time to time (**Rent**). Rent must be paid in advance prior to the use and occupation of the Allocated Berthage provided in your Booking Reservation.
4. **Allocated Berthage:** Berthage in the Marina for any stay will be allocated by Waiheke Marina based on the length and beam of your Vessel and availability. Your Allocated Berthage will be notified to you by Waiheke Marina. Marina Management and staff reserves the right to change your Allocated Berthage at any time prior to your arrival and during your stay.
5. **Relocation:** If at any time during your stay we need to relocate you and your Vessel for any reason to another suitable berth within the Marina, you agree to such relocation and these terms and conditions will continue to apply to your Vessel's occupation in the new Allocated Berthage. If we need your vessel relocated urgently due to exceptional circumstances such as an emergency and you are not able to be contacted to do so, you agree that we may enter onto your vessel and relocate it.
6. **Other services:** The costs of using power, water and other Marina services and facilities during the Term are not included in the Rent and must be paid on a user-pays basis during the Term, via our TallyWeb portal.
7. **Use of Berth:** This Rental Agreement is limited to the vessel named in your Booking Reservation (**Vessel**) and no other vessel is allowed in the Allocated Berthage during the Term except by prior approval by Marina Management. You will only use the Allocated Berthage for recreational boating purposes and not for any commercial activity, and you will not adjust, tamper with, or remove any mooring lines, fenders or any other equipment associated with your Allocated Berthage.
8. **Marina Rules:** For each stay in the Marina during the Term you and your invitees, agree and undertake to observe and comply with all applicable obligations in our Marina Rules a copy



of which are available on the Marina website (www.waihekeislandmarina.co.nz). Any breach of the Marina Rules during your stay may result in you being temporarily or permanently banned from entering the Marina in the future and providing details of your Vessel to the New Zealand Marina Operators Association.

9. **Cancellation and Refunds:** No refunds will be given if you cancel your Booking after the commencement of your stay. If you cancel your Booking prior to the commencement of your stay, we will refund Rent paid in advance based on the period of notice you give us. For cancellations with two (2) weeks or more notice prior to commencement of the Term, we will refund 100% of Rent paid in advance. For cancellations with less than two (2) weeks' notice prior to commencement of the Term, we will refund 50% of Rent paid in advance.
10. **Limitation of Liability:** Your Vessel and any other property brought into the Marina by you and/or your invitees are at all times your own responsibility and while located in the Marina remain solely at your own risk. We will not be liable, and accept no responsibility, for loss or damage to boats, craft, third party property or persons using the same within the confines of, or near to the Marina, nor for the adequacy or otherwise of the Marina, or any other part of the facilities of the Marina.
11. **Indemnities:** You indemnify Waiheke Marina against any loss, expense, legal liability, claims and costs incurred by us arising as a result of your acts or omissions, or the acts or omissions of others which you have contributed to, or the acts or omissions of your invitees. You indemnify us for the costs of making good any damage to the Marina, including to the fenders of the Allocated Berth, or of replacing any lost or damaged mooring lines, where we reasonably suspect that you are responsible for such damage or loss.
12. **Insurance:** You warrant that your Vessel and any other property owned or brought into the Marina by you and your invitees is fully insured whilst within the confines of, or near to the Marina against loss or damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, act of god and all other usual maritime risks, and that you have public liability insurance to a minimum value of \$5,000,000 (if your Vessel is up to 14m in length) or \$10,000,000 (if your Vessel is above 14m in length).