

MARINA RULES

These rules have been adopted by Kennedy Point Boatharbour Limited to regulate boating and related activities in Kennedy Point Marina. These rules may be amended from time to time at the sole discretion of Kennedy Point Boatharbour Limited.

1. Defined Terms

1.1 In these rules the following terms have the following meaning:

Licensee: means a person holding a licence or sub-licence to occupy and use a berth in the Marina, any person authorised to use a berth or any other part of the Marina by the Licensor or the Manager.

Licensor: means Kennedy Point Boatharbour Limited.

Manager: means such person as is from time to time appointed to manage the Marina by the Licensor.

Marina: means the Kennedy Point Marina and includes all facilities and structures owned by the Licensor and all coastal waters it is authorised to occupy, use and manage at Kennedy Point, Waiheke Island.

2. Application of Rules

2.1 These rules apply to:

- (a) all Licensees, and their employees, agents, invitees and contractors;
- (b) all persons operating vessels within the Marina;
- (c) all passengers or intended passengers on vessels within the Marina; and
- (d) all persons entitled to be in the Marina by the Licensee or the Manager.

3. Use of Marina

3.1 No vessel shall berth or knowingly be permitted to berth in the Marina unless:

- (a) the vessel is licensed to occupy a berth in the Marina; or
- (b) the owner of the vessel has permission in writing from the Manager to berth the vessel within the Marina; and
- (c) the owner of the vessel has agreed to comply with these rules and has acknowledged the rights of the Licensor or Manager to ensure compliance with them at any time.

3.2 All reasonable directions of the Manager and signage erected by the Licensor made for the good management of the Marina and the safety of all its users shall be obeyed at all times.

3.3 No-one shall engage in any conduct or activity within the Marina that in the opinion of the Manager affects or is likely to affect the peace, enjoyment or privacy of Licensees or other users of the Marina.

3.4 Nothing shall be left on a pier, walkway or finger or corner bracket within the Marina without the permission of the Manager (e.g., buckets, hoses, cleaning equipment).

3.5 No laundry shall be hung to dry on any vessel or other structure within the Marina.

3.6 No structures shall be erected within the Marina or any item attached to any piles, piers, finger or corner brackets or walkways without the prior approval of the Manager.

3.7 No person shall advertise or solicit for business within the Marina without the prior approval of the Manager.

3.8 No vessel shall be advertised "for sale" within the Marina and no "for sale" signage shall be posted or located within the Marina without the written approval of the Manager.

3.9 The Marina shall not be used as an address for the purposes of mail delivery without the written approval of the Manager.

- 3.10 Small tenders and rowboats may only be moored or stored within a Licensee's berth provided they are kept clear of walkways and pier fingers.
- 3.11 No-one shall live aboard a vessel in the Marina.
- 3.12 No-one shall stay on board a vessel in the Marina for more than seven (7) days in any month, except with the approval of the Manager.
- 3.13 No person shall carry out or permit to be carried out any maintenance work on a vessel while it is berthed in the Marina, unless the approval of the Manager is obtained.

4. Utilities, Services and Facilities

- 4.1 Licensees may use the water, power and any other services or facilities provided by the Licensor, subject to payment to the Licensor of any reasonable fees set from time to time for the use of such utilities, services or facilities.
- 4.2 Persons other than Licensees may use the water, power and any other services or facilities provided in the Marina at the discretion of the Licensor.

5. Pollution

- 5.1 No person shall pollute or permit the pollution of the Marina or the waters within the Marina.
- 5.2 No person shall clean the hull of any vessel within the Marina. Vessel decks shall only be washed down with chemicals approved by the Manager.
- 5.3 No person shall discharge or dispose of any sewage, garbage, oil, fuel, contaminated bilge water, chemicals, litter or other material on the Marina or into its waters or into the water near the Marina. All persons are encouraged to avoid or minimise the discharge of grey water from boat galley sinks and showers into the waters of the Marina and to follow any policies issued by the Licensor in relation to grey water.
- 5.4 If the Licensor provides containers suitable for the disposal of contaminants or pollutant materials (e.g., hazardous wastes such as antifreeze, batteries, oil, paint solvents) or for rubbish and recyclables, such containers shall be used and all conditions stipulated for their use complied with. If the Licensor does not provide such containers, or the owner of the contaminants, pollutant materials or rubbish and recyclables does not wish to use them, the owner shall be responsible for the safe removal of these materials from the Marina.

6. Biosecurity

- 6.1 The hulls of all vessels berthed in the Marina shall be kept free of unwanted organisms and cleaned and anti-fouled regularly.
- 6.2 No person shall bring or allow to be brought into the Marina a vessel or any equipment known to harbour an unwanted or biosecurity risk species, or a vessel notified to the Manager by a government agency as harbouring any unwanted or biosecurity risk species. No such vessel or equipment shall be allowed to enter into the Marina until the Manager is satisfied that it has been appropriately treated and certified to the Manager as such.
- 6.3 All persons within the Marina shall comply at all times with the requirements of the Marine & Terrestrial Pest Management Plan for the Marina.

7. Anti-fouling coatings

- 7.1 No vessel treated with anti-fouling products that incorporate Diuron, Tributyl tin, Irgarol, Ochtilinone, Ziram, Thiram or Chlorothalonil shall be bought into or berthed at the Marina by a Licensee.
- 7.2 All Licensee vessels shall be treated with anti-fouling products approved by the Environmental Protection Agency of New Zealand which are low impact. A list of anti-fouling products acceptable for use on vessels to be berthed at the Marina is set out in the Marina's Anti-Foul Policy available on the Marina's website (www.kennedypointmarina.co.nz) or upon request from the Manager. The range of approved anti-fouling products may change from time to time.
- 7.3 The Manager shall be entitled to seek certification of compliance with these rules from Licensees at any time in accordance with the Anti-Foul Policy. Certification shall be in a form acceptable to the Manager in its sole discretion. Failure to provide certification when requested in a timely manner will be a breach of these rules.

8. Animals

- 8.1 Dogs may only be in the Marina if they are under effective control, or otherwise restrained by way of chain, strap or lead. Any damage or mess caused by dogs shall be remedied by the person controlling them immediately.
- 8.2 Other than as permitted by Rule 8.1, no animals shall be allowed within the Marina.

9. Children

- 9.1 Children under the age of 12 years shall be accompanied by a responsible adult at all times while within the Marina.

10. Recreational Activities

- 10.1 No person shall fish, swim, operate model boats or drones, dive or engage in any underwater activities within the Marina, unless permitted to do so by the Manager.
- 10.2 Rule 10.1 does not prohibit the underwater inspection of vessels, provided notice is first provided to the Manager and any reasonable directions stipulated by the Manager are complied with.

11. Control and Maintenance of Vessels

- 11.1 All vessels entering the Marina are subject to the over-riding general jurisdiction of the Licensor and the Manager to ensure the good management of the Marina and the safety of all its users, and persons in charge of such vessels shall comply with all reasonable directions of the Manager at all times.
- 11.2 Within the Marina, no person shall moor, anchor, or manoeuvre any vessel so as to create a danger, obstacle or inconvenience to other Marina users.
- 11.3 No person shall sail a vessel within the Marina.
- 11.4 In the Marina, vessel speed is to be limited to a minimum safe manoeuvring speed with a maximum of 5 knots and the vessel must be operated so that any wake does not cause a nuisance or danger to other vessels or their occupants or to the structure of the Marina.
- 11.5 No person shall navigate any vessel within the Marina at a speed greater than 5 knots, or in such manner that the vessel's wake causes or may cause damage or discomfort to other property or persons within the Marina.
- 11.6 All persons navigating vessels into or out of the Marina at dawn or dusk shall maintain their vessel speed at no more than 5 knots within 50m of the entrance and be vigilant to avoid collision with penguins in the water as they do so.
- 11.7 No person shall navigate a vessel that is 20m in length or longer beyond the port navigation marker into the northern access fairway.

- 11.8 All vessels within the Marina shall be maintained in a good, safe and seaworthy condition at all times.

- 11.9 Licensees shall ensure that at all times:

- (a) the fittings on their vessel are of a suitable strength, design and condition to adequately secure the vessel;
- (b) all mooring lines are in a suitable condition and suitably protected from wear to adequately secure the vessel;
- (c) only mooring points provided within the Marina are used; and
- (d) no shackles are used on mooring lines.

12. Noise and Light Nuisance

- 12.1 No person shall make or permit to be made any noise on a vessel or elsewhere in the Marina which is likely to cause annoyance to any person (e.g., shouting, slamming gates, rough handling of material and equipment).
- 12.2 No diesel or wind-driven electricity generators shall be operated on any vessel while berthed within the Marina.
- 12.3 All halyards, lines, ropes, rigging and sheets on vessels berthed in the Marina shall be secured so that they do not create any unreasonable noise or other nuisance.
- 12.4 All mechanical devices and amplified entertainment systems on vessels berthed in the Marina shall be operated within guidelines established by the Manager from time to time or failing such guidelines at a reasonable and respectable volume and so as not to cause nuisance or disturbance to other persons within the Marina or the surrounding community.
- 12.5 Notwithstanding Rule 12.4, amplified music must not be audible at another berthed vessel between the hours of 10pm and 7am.
- 12.6 No trolleys to convey equipment and goods throughout the Marina shall be used in the Marina unless they are fitted with rubber tyres.
- 12.7 Exterior lighting on vessels within the Marina shall not be operated between the hours of 10pm and 6am.
- 12.8 The sewerage pump out and other recycling and rubbish facilities provided at the Marina shall not be used between the hours of 10pm and 7am.

12.9 Vessel engines shall be switched off when the vessel is moored in its berth, unless it is arriving or preparing to depart, or is undergoing engine maintenance.

12.10 The use of vessel horns within the Marina will be avoided except as required by Maritime NZ Rules (e.g. restricted visibility and distress signals).

13. Storage

13.1 No person shall permit or allow any property under their control to be stored on the Marina without the prior written consent of the Manager.

14. Alcohol

14.1 No alcoholic beverages shall be consumed within the Marina except when on board a vessel or within licensed premises.

15. Safety Restrictions

15.1 No motor spirit, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or flammable nature shall be stored on any vessel within the Marina, without the prior written approval of the Manager.

15.2 No motor spirit, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or flammable nature shall be brought into the Marina without the prior written approval of the Manager.

15.3 Nothing in rules 15.1 or 15.2 restricts the storage of such materials in a vessel's usual fuel tank or having small quantities of those materials on board in safe containers.

15.4 All vessels berthed in the Marina that intend to utilise power supplied by the Licensor shall have:

(a) a current electrical warrant of fitness or any other regulatory requirement to connect to the electricity supply within the Marina and shall provide evidence of such certification upon request by the Manager; and

(b) a shore power cable that has been tested and tagged in the preceding 12-month period.

15.5 All vessels berthed in the Marina that utilise stored LPG or Natural Gas for use in equipment on the vessel shall have a current gas appliance certification for such equipment from a registered gas fitter.

15.6 No person shall allow to be on any vessel or elsewhere within the Marina any plant, equipment, fuel or other material or substance in such condition that it could constitute a hazard or menace to the health or safety of other Marina users or their property.

15.7 Any person involved in any incident within the Marina whereby any damage is done to any property not owned by the person causing such damage shall report such damage to the Manager as soon as possible.

16. Car parks

16.1 All persons using the car parks provided at the Marina shall do so in strict compliance with the conditions of usage of such car parks, including as to time restrictions and the payment of parking fees.

16.2 Licensees shall ensure that identification details of any vehicle they park at the Marina are provided to the Licensor prior to entry to the carpark, that the vehicle has a current warrant of fitness and is free of oil or any other fluid leaks.

17. Insurance

17.1 The owner of any vessel moored in the Marina must at all times ensure that:

(a) such vessel and all other property owned or brought into the Marina 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 such insurance includes special cover for wreck removal;

(b) the owner and the Master of the vessel is insured against liability for claims by third parties in respect of all property damage caused by the vessel within the Marina to a minimum value of \$5,000,000 (if the vessel is up to 14m in length) or \$10,000,000 (if the vessel is 16m in length or longer).

17.2 All insurance policies shall be with a reputable insurance company or office approved by the Licensor. Such vessel owner or Master shall produce the policy or cover note of insurance to the Manager upon demand.

18. Hours of Access

18.1 Licensees will have 24-hour access to their vessel on such terms and conditions as the Manager from time to time determine.

19. Right of Entry

19.1 In order to prevent any damage to any person or property within the Marina, or to ensure the requirements of rules 12.3 and 12.4 are met, the Manager shall be entitled, in the absence of the owner or Master of a vessel, to enter onto such vessel and to move the vessel, secure or adjust equipment on the vessel or carry out repairs to the vessel, and in such circumstances the Manager shall be deemed to be authorized to do so by the owner or Master of the vessel.

19.2 All Licensees hereby indemnify the Manager and the Licensor against any actions, claims, demands, losses, costs and expenses incurred in, or resulting (whether directly or indirectly) from, the exercise of the power contained in rule 19.1.

20. Enforcement of Rules

20.1 If any person fails or refuses or neglects to do anything required by these rules to be done, observed or performed, or in any manner obstructs, impedes or interferes with the doing of anything enjoined, required or authorized to be done or does anything prohibited by these rules, such person shall commit an offence under these rules

20.2 In the event of non-compliance with any of these rules the Licensor or the Manager may give formal notice to the alleged offender to comply within an appropriate time frame. If the non-compliance continues beyond the time within which the non-compliance should have been rectified, the Licensor or the Manager may initiate enforcement action against the Licensor.

20.3 In the event of un-rectified non-compliance with these rules, the Licensor or Manager shall, until such non-compliance is rectified, be entitled to:

- (a) suspend access by the Licensee to the facilities, services or utilities within the Marina;
- (b) suspend access by the Licensee to the Marina;
- (c) remove the Licensee's vessel from the Marina to an alternative secure location, provided the vessel is safely secured; or

(d) cancel the Licensee's licence.

20.4 Licensees hereby indemnify the Manager and the Licensor against any actions, claims, demands, losses, costs and expenses incurred in, or resulting (whether directly or indirectly) from, the exercise of the power contained in rule 20.2.

| Document Version History | | |
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| # | Date | Notes |
| - | 2016 | RC Version |
| - | 2018 | Option Version |
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| V0 | Aug 2023 | First Issue - revised rules 3.4, 3.11, 3.12, 16.2 |
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