



Berthage Rental – Terms & Conditions

These terms and conditions apply to the casual rental of all serviced berths, un-serviced berthage, moorings and waterspace in the 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 (**KP 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**). For rental terms less than one calendar month in duration, rent must be paid to our nominated bank account (via our electronic payment gateway) when you confirm your booking and prior to entering the Marina. For terms exceeding one calendar month, rent for the first 30 days must be paid to our nominated bank account (via our electronic payment gateway) prior to entering the Marina, and for each subsequent period of 30 days (or less), prior to the commencement of the next 30-day period.
4. **Term:** The term of this Rental Agreement commences and ends at the time and on the date specified in your confirmed Booking Reservation (**Term**). You must vacate the Allocated Berthage at the end of the Term.
5. **Allocated Berthage:** Berthage in the Marina will be allocated by KP Marina based on the length and beam of your Vessel and availability. Your Allocated Berthage will be notified to you by KP Marina no less than 24 hours prior to your arrival, however KP Marina reserves the right to change your Allocated Berthage at any time prior to your arrival.
6. **Relocation:** If at any time during the Term 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 and you are not able to be contacted to do so, you agree that we may enter onto your vessel and relocate it.
7. **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, or prior to your departure.
8. **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 arrangement with us. 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.

9. **Marina Rules:** 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.
10. **Cancellation and Refunds:** No refunds will be given if you cancel this Rental Agreement after the commencement of the Term. If you cancel this Rental Agreement prior to the commencement of the Term, 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.
11. **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.
12. **Indemnities:** You indemnify KP Marina and 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.
13. **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 16m in length or longer).