



Waiheke Marina

MARINA MANAGEMENT POLICIES

2023 - 2024

Contents

1. Introduction.....	2
2. General Exercise of Discretion and Conditions of Approval (Licence cl 24.5).....	2
3. Details of Nominated Vessel to be provided.....	2
4. Use of Berth by Vessel other than Nominated Vessel (Licence cl 2.2(a)).....	3
5. Use of Berth for Non-Recreational Purpose (Licence cl 2.2(b)).....	3
6. Change of Licensee Details (Joint Ownership) (Licence cl 2.3).....	4
7. Staying Aboard (Licence cl 2.6).....	4
8. Change of Nominated Vessel (Licence cl 2.7).....	5
9. Replacement Mooring Ropes (Licence cl 3.2).....	5
10. Berth Alterations (Licence cl 3.3).....	5
11. Long Term Use of Carpark (Licence cl 3.5(b)).....	6
12. Transfer or Assignment of Licence (Licence cl 6.3(d)).....	6
13. Sub-Licencing for periods exceeding three (3) months (Licence cl 7.2).....	6
14. Marina Berth Rental System (Licence cl 7.5).....	7
15. Vessel Maintenance (Licence cl 11.6)).....	7
16. Licensee’s Insurance (Licence cl 17).....	8
17. Operating Expenses (Licence cl 5).....	8
18. Refurbishment Fund.....	8
Schedule of Fees & Rates.....	10
Schedule of Information Requirements.....	11
Appendix 1: Form of Berth Sub-Licence (3+ Months).....	13
Appendix 2: Licensee Berth Rental - Terms & Conditions for Licensees.....	14
Appendix 3: Berth Rental - Terms & Conditions for Renters.....	15
Appendix 4 –Short Term Berth Rental Rates (2023 – 2024).....	16

1. Introduction

- 1.1 These Marina Management Policies (the **Policies**) have been prepared to guide requests by Licensees for approval under the Licence for matters over which the Licence has reserved discretion (Licence cl 24.11). They have also been prepared to inform our exercise of that discretion when considering such requests and providing (or refusing) approval to such matters (Licence cl 24.5).
- 1.2 The Policies also explain our approach to other features of the Licence and the management of the Marina, such as short-term berth rentals, the allocation of operating expenses amongst berths, and the proposed refurbishment fund.
- 1.3 Schedules to the Policies set out the information requirements for approval requests as well as details of the applicable application fees and other rates that will be charged for the various approval requests. To cover processing time and costs, all application fees are non-refundable.
- 1.4 The Policies will be reviewed annually prior to the end of the Financial Year.
- 1.5 Capitalised terms in these Policies have the same meaning as in the Licence.

2. General Exercise of Discretion and Conditions of Approval (Licence cl 24.5)

- 2.1 We will consider the specific circumstances of each request for approval under the Licence as part of our general exercise of discretion. In all cases, our discretion to allow or refuse approval will be exercised reasonably, promptly and in accordance with the Policies.
- 2.2 Any approval we give includes an obligation to comply with all conditions stipulated as part of the approval (including as to payment of fees etc). In determining the appropriateness of conditions, we will consider the interests of other Licensees, the health and safety of all Marina users, effects on the Marina structures and facilities, and any adverse effects on the environment.
- 2.3 No approvals will be given if you have any amounts invoiced to you under the Licence outstanding.
- 2.4 In considering any request for approval we will not be bound by any prior approval given to any Licensee and will consider each request for approval on a case-by-case basis.

3. Details of Nominated Vessel to be provided

- 3.1 At all times you must ensure that we have on file the following information about any Nominated Vessel using your Berth:
 - (a) Name.
 - (b) Registration number (if applicable).
 - (c) Expiry date of Electrical WOF (and copy).
 - (d) Evidence of test & tag of shore power cable/s within prior 12 months.
 - (e) Gas System Certification (if required).
 - (f) Confirmation of any holding tanks or other wastewater collection/holding system, including volume (if known) onboard.

- (g) Up to date anti-foul confirmation (per our Anti-Foul Policy).
- (h) Details of insurance (see Policy 16 below).
- (i) Images of the vessel – one of the stern and one beam on, and one photo showing the name of the vessel.

4. Use of Berth by Vessel other than Nominated Vessel (Licence cl 2.2(a))

- 4.1 Under Licence cl 2.2(a), your Berth may only be used by your Nominated Vessel. If you wish to allow your Berth to be used by vessels other than your Nominated Vessel (i.e., by a vessel owned by a family member or friend), but do not wish to sub-licence your Berth or make it available for short-term rental, you can apply for approval for additional vessels to use your Berth, up to a maximum of two (2) additional vessels per berth at any time.
- 4.2 The purpose of this policy is to ensure the proper and exclusive use of each Berth in the Marina by its Licensee and their Nominated Vessel, but to recognise that Licensees may wish to allow family or friends to use their berth from time to time for no charge.
- 4.3 Any approval given under this clause will be subject to the following conditions:
 - (a) The additional vessel complying with the maximum permitted dimensions of the Berth (Licence cl 2.5) and its owner or operator complying with the Licence as if the additional vessel were the Nominated Vessel, and its owner was the Licensee.
 - (b) The additional vessel and its owner or operator complying with all applicable Marina Rules.
 - (c) The Licensee indemnifying us for any costs associated with a breach by the additional vessel or its owner or operator of (a) and (b) above.
- 4.4 The specific information requirements for applications under this policy are set out in the Schedule of Information Requirements.
- 4.5 If at any time you do not have a vessel nominated as a Nominated Vessel your Berth may only be used by another vessel by way of sub-licence or as part of the short-term berth rental system.

5. Use of Berth for Non-Recreational Purpose (Licence cl 2.2(b))

- 5.1 Under Licence cl 2.2(b), your Berth may only be used for pleasure boating purposes and not for any commercial or other non-recreational purpose. If you wish to use your Nominated Vessel for any commercial or charter activity departing from or arriving back to your Berth, you can apply to do so for up to a maximum period of 12 months.
- 5.2 Notwithstanding 5.1 above, no approval will be granted to operate a public transport service from any Berth.
- 5.3 The purpose of this policy is to ensure the predominant use of the Marina is by pleasure boats on a non-commercial basis, but to recognise that Licensees may wish to provide tourism or other charter services from their Berth.
- 5.4 Any approval given under this clause will be subject to the following conditions:
 - (a) Payment of the specified application fee (see schedule of Fees & Rates).

- (b) Payment of the applicable rate for the proposed use and period of usage (see schedule of Fees & Rates).
 - (c) All persons departing from or arriving to the Berth on the Nominated Vessel complying with all applicable Marina Rules.
 - (d) The Licensee indemnifying us for any costs associated with a breach of (c) above.
- 5.5 The specific information requirements for applications under this policy are set out in the Schedule of Information Requirements.

6. Change of Licensee Details (Joint Ownership) (Licence cl 2.3)

- 6.1 Under Licence cl 2.3, your Licence may be held by a number of persons jointly or in nominated shares, provided that all such persons together beneficially own the Nominated Vessel for that berth (whether jointly or in nominated shares).
- 6.2 This clause recognises that vessels may be owned jointly or in shares amongst family and friends and that it is appropriate in such circumstances (if requested) to recognise that the Licence is owned in a similar manner. The purpose of requiring changes to the description of the Licensee (to recognise multi-party ownership of the Nominated Vessel) to be approved by us is to ensure that our records (of who the licensees under the Licence are and who is entitled to use the Nominated Vessel) are up to date and accurate.
- 6.3 The specific information requirements for applications under this policy are set out in the Schedule of Information Requirements.

7. Staying Aboard (Licence cl 2.6)

- 7.1 Under Licence cl 2.6 no person may live on board their Nominated Vessel in a the Marina, but they may stay aboard their Nominated Vessel for up to seven (7) days in every month, or for longer periods with our approval.
- 7.2 The purpose of this policy is to avoid the use of berths in the Marina for permanent or semi-permanent residential accommodation, but to recognise that Licensees may from time to time wish to stay on-board their Nominated Vessel for more than seven (7) days in a month, or to allow their invitees to do so.
- 7.3 Other than in exceptional circumstances, staying on board a Nominated Vessel will be limited to a period of two (2) months in any 12 month period.
- 7.4 Any approval given under this clause will be subject to the following conditions:
- (a) That the approval is limited to the persons named in the application document who will be required to comply with all applicable Marina Rules while in the Marina.
 - (b) The Licensee indemnifying us for any costs associated with a breach of (a) above.
- 7.5 The specific information requirements for applications under this policy are set out in the Schedule of Information Requirements.

8. Change of Nominated Vessel (Licence cl 2.7)

- 8.1 Under Licence cl 2.7 you can change the Nominated Vessel able to be berthed in your berth. This clause recognises that Licensees vessels may change during the term of the Licence (e.g., if the Nominated Vessel is sold and a new one acquired).
- 8.2 The purpose of requiring changes to the description of the Nominated Vessel to be approved by us is to ensure that our records of the details of the Nominated Vessel able to use the Berth are up to date and accurate, and that any new Nominated Vessels comply with the requirements of the Licence.
- 8.3 The specific information requirements for applications under this policy are set out in the Schedule of Information Requirements.
- 8.4 Please note that this policy deals only with a change of a Nominated Vessel and is separate to allowing additional approved vessels to use your berth (see policy 3 and Licence cl 2.2(a) for use of your Berth by additional vessels other than the Nominated Vessel).

9. Replacement Mooring Ropes (Licence cl 3.2)

- 9.1 Your berth has been provided with an initial set of mooring ropes that meet our minimum requirements for securing your vessel. Any subsequent ropes are to be provided by the Berth Owner or vessel.
- 9.2 The vessel owner/skipper remains responsible for securing the vessel in manner that is safe and appropriate to the weather conditions such as to hold the vessel securely within its berth. If the Marina determines that the vessel supplied mooring lines are insufficient or worn such that they can no longer be relied upon to safely secure the vessel, the vessel owner/skipper is to replace the mooring lines with an appropriate set.
- 9.3 We take no responsibility for any damage to the vessel if it breaks free as a result of improper or poor berthing lines/mooring techniques. In the extremis, in order to protect the vessel if it is at risk of breaking free, Marina staff will board the vessel and secure it with Marina supplied temporary lines, with the vessel owner/skipper notified as soon as practical of such event. The vessel owner / skipper is then responsible for securing the vessel with appropriate lines at the earliest practical opportunity. All liability for vessel damage due to mooring lines and securing techniques resides with the vessel owner/skipper.
- 9.4 The specific information requirements for applications under this policy are set out in the Schedule of Information Requirements.

10. Berth Alterations (Licence cl 3.3)

- 10.1 Under Licence cl 3.3 you may not alter or modify your Berth or any structures adjacent to your Berth without our approval.
- 10.2 The purpose of this clause is to restrict modifications to the Marina structures, unless they are minor, non-structural, and will not interfere with the usage of adjoining Berths.
- 10.3 The specific information requirements for applications under this policy are set out in the Schedule of Information Requirements. Payment of the specified application fee will be a condition of approval (see schedule of Fees & Rates).

11. Long Term Use of Carpark (Licence cl 3.5(b))

- 11.1 Under Licence cl 3.5 use of the Marina carpark by Licensees is free of charge, but any use of the carpark for periods exceeding seven (7) days will require approval and will be subject to availability.
- 11.2 Under our carpark management system details of any vehicle you intend to park at the Marina will need to be registered with us prior to entry. This will only need to be done once (or again if you change your vehicle) as our automated Licence Plate Recognition system will recognise your vehicle on arrival. Up to two vehicles can be registered to use the Marina carpark for each Berth.
- 11.3 The purpose of this policy is to ensure the Manager can verify the use of the car parks by Licensees and to manage the availability of carparks for all Licensees.
- 11.4 The specific information requirements for applications under this policy are set out in the Schedule of Information Requirements.

12. Transfer or Assignment of Licence (Licence cl 6.3(d))

- 12.1 Under Licence cl 6.3(d) one of the conditions to be met in seeking our approval to a proposed transfer, assignment or other disposition of your Licence is that all of our costs and disbursements incurred in providing the approval and documenting the surrender and grant of any new licence have been paid.
- 12.2 The required fee for this approval (fixed to cover our administrative costs and disbursements) is set out in the Schedule of Fees & Rates.
- 12.3 If you wish to transfer or assign your Licence you will also need to provide us with suitable information about the proposed transfer, or to determine whether the transfer is an Exempt Transfer under Licence. The specific information requirements for these purposes are set out in the Schedule of Information Requirements.

13. Sub-Licencing for periods exceeding three (3) months (Licence cl 7.2)

- 13.1 Licence cl 7 allows you to sub-licence your Berth to a third party for periods exceeding three (3) months. If you sub-licence your Berth under Licence cl 7 you will be required to deal directly with your sub-licensee in all respects.
- 13.2 Under Licence cl 7.2(d) one of the conditions to be met in seeking our approval to a sub-licence of your Berth for periods exceeding three (3) months is that our approval fee and all costs and disbursements incurred in agreeing to the sub-licence arrangement have been paid.
- 13.3 The required fee for this approval (fixed to cover our administrative costs and disbursements) is set out in the Schedule of Fees & Rates.
- 13.4 Under Licence cl 7.2(e) a further condition of our agreement to any sub-licence arrangement in respect of your Berth is that you and your intended sub-licensee have signed a sub-licence agreement with us in the form and on the terms and conditions we have specified. Our required form of Sub-Licence (3+ Months) is included in Appendix 1 to these Policies.
- 13.5 Note, sub-licensing your Berth for a term less than three (3) months is not permitted under the Licence. However, if you would like your Berth to be available for casual rental (including for

periods in excess of three (3) months) you can opt-in to the Marina Berth Rental System. Our policy in relation to this is set out below.

14. Marina Berth Rental System (Licence cl 7.5)

- 14.1 Under Licence cl 7.5 you can opt-in to the Marina Berth Rental system to allow your berth to be rented on a short-term/casual basis to other vessels visiting the Marina.
- 14.2 We will manage all rental arrangements and use of your Berth on your behalf if it is placed in the Berth Rental system. There is no fee to opt-in to the Berth Rental system, but we will charge a commission on all rental income received on your behalf (see the Schedule of Fees & Rates).
- 14.3 Berths placed in the Berth Rental system will not be identified by location within the Marina, but rather by berth dimension only. We will endeavour to ensure as best we can that rental requests are equitably allocated to the berths available for rent.
- 14.4 After the deduction of commission from rent received on your Berth, the rental income can either be paid out to you or kept in your Licensee Berth account as a credit against future Marina operating expenses or services charges.
- 14.5 Our Licensee Berth Rental - Terms & Conditions for Licensees are included in Appendix 2 to these Policies. Each time you notify us that you wish your Berth to be available for rent in the Berth Rental system, you will have to confirm your agreement to these conditions.
- 14.6 Our Berth Rental - Terms & Conditions for Renters are included in Appendix 3 to these Policies. These are the terms and conditions that we will require parties renting your Berth to adhere to.
- 14.7 Our Berth Rental Rates are included in Appendix 4 to these Policies. These rates will be reviewed and (if considered appropriate) revised at the commencement of each financial year (1 April).

15. Vessel Maintenance (Licence cl 11.6))

- 15.1 Under Licence cl 11.6 you are not allowed to undertake any maintenance on your Nominated Vessel while it is moored in your Berth without our approval. For the purposes of this clause 'maintenance' does not include:
 - interior cleaning.
 - exterior cleaning (with approved products and in accordance with the Marina Rules).
 - maintenance work that does not generate loud noise, dust or debris, or involve hot work, painting, sanding, grinding, height work or engine service work.
- 15.2 The purpose of this clause is to prevent hazards to other Marina users, nuisance to surrounding residents, and pollution of the marine environment.
- 15.3 However, where proposed vessel maintenance works have a low risk of causing hazards, nuisance or pollution, we may allow it to proceed subject to strict conditions.
- 15.4 Any approval given under this clause will be subject to the following conditions:
 - (a) All persons undertaking maintenance work on the Nominated Vessel:

- having current ship repairers cover and public liability insurance provided by a reputable insurer up to the minimum amount of \$5,000,000.
- complying with the Marina Rules at all times.

(b) The Licensee indemnifying us for any costs associated with a breach of (a) above.

15.5 The specific information requirements for applications under this policy are set out in the Schedule of Information Requirements.

16. Licensee's Insurance (Licence cl 17)

16.1 Under Licence cl 17.1 the risks against which all boats, crafts and any other property brought into the Marina or while in or near the Marina (including boats, craft and any other property usually brought into the Marina by any sub-licensee or guests) must be insured are as set out in Licence cl 17.1(b).

16.2 Please contact the Marina Manager for a list of approved insurance companies/offices.

16.3 For the purposes of Licence cl 17.2, the amount of public liability insurance to be held by Licensees shall be a minimum of \$5,000,000 for vessels up to 14m in length, and \$10,000,000 for vessels longer than 14m.

17. Operating Expenses (Licence cl 5)

17.1 The expenses incurred in operating the Marina will be allocated to each Licensee on the basis that there are 180 berths and each berth will pay a percentage of the total expenses calculated as follows:

$$\text{Berth OPEX} = \text{Total Marina OPEX} \times ((\text{Area of Berth} / \text{Total Area of all Berths}) \times (100 / 1))$$

17.2 For the purposes of this formula, "Area of Berth" is calculated by multiplying the licensed length of the berth by the licensed beam of the berth, and "Total Area of all Berths" is the sum of the area of all of the individual berths.

17.3 Under Licence cl 5.5 Operating Expenses for your Berth are payable in full and in advance before the commencement of each Financial Year (1 April to 31 March), except with our approval.

17.4 Our first levy (Initial Levy) will be for the part year from opening through to 31 March 2024 and will be required to be paid in full in advance.

17.5 For future full years we will look to offer different payment structures (e.g., monthly, quarterly, bi-annually in advance) to suit Licensees, provided we are confident of payment as required under the Licence.

18. Refurbishment Fund

18.1 Under the Licence, the Operating Expenses for the Marina will include a contribution to the Maina Refurbishment Fund. The purpose of this fund is to cover the prospective cost of replacing the Structures and Facilities of the Marina within the Term of the Licence, or for other works to the Marina of a substantial but infrequent or irregular nature.

- 18.2 The Marina Structures have been designed for a minimum design life. However, replacement of components will inevitably be required at some stage in order to enable the Marina to operate for an extended period beyond the Term of the Licence. Rather than levy a significant amount to address immediate refurbishment requirements from time to time, we propose to include an annual Marina Refurbishment Fund contribution of 15% of Operating Expenses to the Total Marina OPEX, to be allocated to each Licensee in accordance with policy 16 above.
- 18.3 The Marina Refurbishment Fund will be prudently invested to maximise its value for the purposes for which it has been collected thus minimising as far as practicable the need for additional or other significant contributions from berth holders for refurbishment during the Term of the Licence.

Schedule of Fees & Rates

(Valid to 31 March 2024)

LICENCE REFERENCE	DESCRIPTION	APPLICATION FEE	RATES
cl 2.2(a)	Use of Berth by Vessel other than Nominated Vessel	\$45.00	N/A
cl 2.2(b)	Use of Berth for Non-Recreational Purpose	\$240.00	POA
cl 3.3	Berth Alterations	\$240.00	N/A
cl 6.3(d)	Fee to Transfer, Assign or Dispose of Licence	\$240.00	N/A
cl 7.2	Sub-Licencing	\$240.00	N/A
cl 7.5	Commission on Berth Rentals	N/A	20%

Schedule of Information Requirements

Valid to 31 March 2024

LICENCE REFERENCE	DESCRIPTION	INFORMATION TO BE PROVIDED FOR APPLICATION
cl 2.2(a)	Use of Berth by Vessel other than Nominated Vessel	<p>Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz)</p> <p>Information required will include:</p> <ul style="list-style-type: none"> Name and registration no of vessel (if any) Current Electrical WOF Shore power cable/s - Test & Tag (within prior 12 months) Gas Certification (if required) Details of holding tanks/wastewater containment system onboard (if any) and volumes Anti Foul confirmation (per our Anti-Foul Policy) Details of insurance (per the Berth Licence and Policies – i.e., full cover, wreck removal, and 3rd party) Photos of the vessel – one of the stern, one beam on, and one showing the name of the vessel
cl 2.2(b)	Use of Berth for Non-Recreational Purpose	<p>Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz)</p> <p>Information required will include details of the proposed non-recreational use, times and frequency of use, and numbers of passengers involved</p>
cl 2.3	Change to Licensee details (Joint Ownership)	<p>Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz)</p> <p>The information required will include details of the change to Licensee name and contact details</p>
cl 2.6	Extended Stay Aboard Period	<p>Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz)</p> <p>Information required will include details of the persons who will be living aboard and the duration of stay</p>
cl 2.7	Register/Change of Nominated Vessel	<p>Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz)</p> <p>Information required will include:</p> <ul style="list-style-type: none"> Name and registration no of vessel (if any) Current Electrical WOF Shore power cable/s - Test & Tag (within prior 12 months) Gas Certification (if required) Details of holding tanks onboard (if any) and volumes Anti Foul confirmation (per our Anti-Foul Policy) Details of insurance (per the Berth Licence and Policies – i.e., full cover, wreck removal, and 3rd party) Photos of the vessel – one of the stern, one beam on, and one showing the name of the vessel
cl 3.2	Replacement Mooring Ropes	<p>Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz)</p>

LICENCE REFERENCE	DESCRIPTION	INFORMATION TO BE PROVIDED FOR APPLICATION
		The information required will include details of the new mooring ropes
cl 3.3	Berth Alterations	Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz) The information required will include details of the alterations proposed (including plans where modification to the Marina is proposed), or details of the other proposed alterations / additions to the Berth, and details of the person who will be undertaking the alterations and their insurance cover (not to be less than NZD 5,000,000)
cl 3.5(b)	Long-term Carparking	Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz) Information required will include details of the vehicle to be parked and the duration of parking
cl 6.3(d)	Transfer, Assignment or Disposal of Licence	Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz) The information required is set out in clause 6.3(a) of the Berth Licence Where the transfer relies on clause 6.5 of the Berth Licence to avoid payment of the Transfer Fee, information will be required to demonstrate how the transfer is an exempt transfer
cl 7.2	Sub-Licencing	Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz) The information required is set out in clause 7.3(a) of the Berth Licence
cl 7.5	Place Berth in Rental System	Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz) The information required will include the period for rental and confirmation of terms and conditions.
cl 11.6	Vessel Maintenance	Please complete the appropriate application form on our website (www.kennedypointmarina.co.nz) The information required will include details of the maintenance proposed, when it will take place and for how long, and details of the person(s) who will be undertaking the maintenance and their insurance cover (not to be less than NZD 5,000,000)

Appendix 1: Form of Berth Sub-Licence (3+ Months)



**Waiheke
Marina**

Marina Berth Sub-Licence

SCHEDULE

Berth	
Berth ID	
Type	
Length	
Beam	
Licensor	
Name of Licensor	Kennedy Point Boatharbour Limited (t/a Waiheke Marina)
Sub-Licensor	
Name	
Sub-Licensee	
Name	
Nature of Sub-Licensee	
Licence Details	
Commencement Date	
Expiry Date	
Sub-Licence Details	
Commencement Date	
Term	
Expiry Date	
Sub-Licence Fee	
Operating Expenses	
To be paid	
Special Conditions (if any)	

SUB-LICENCE

In consideration of the Sub-Licensee paying the Sub-Licence Fee and the Operating Expenses, the Sub-Licensor grants the Sub-Licensee a sub-licence to use, occupy and enjoy the Berth at the Marina upon the terms and conditions set out below.

In consideration of:

- (a) the Sub-Licensee agreeing to comply with the terms and conditions set out below; and
- (b) the Sub-Licensor agreeing not to use the facilities and services at the Marina during the term of this sub-licence,

the Licensor consents to this sub-licence and agrees to allow the Sub-Licensee to use and enjoy the facilities and services at the Marina during the term of this sub-licence.

TERMS AND CONDITIONS

1. **Comply with Licence:** The Sub-Licensee shall comply with the terms and conditions of the Licence for the Berth and the Marina Rules as if they were the Licensee under the Licence.
 2. **No release:** Notwithstanding clause 1, the Sub-Licensor (as Licensee under the Licence) is not released from compliance with the Licence, shall ensure the Sub-Licensee complies with it at all times, and shall indemnify and keep indemnified the Licensor for any costs or damages arising from a breach of the Licence by the Sub-Licensee.
 3. **Term:** This Sub-Licence shall commence on the Commencement Date, shall continue for the Term, and shall expire on the Expiry Date.
 4. **Payment of Sub-Licence Fee and Operating Expenses:** The Sub-Licensee shall pay the Sub-Licence Fee and the Operating Expenses to the Sub-Licensor in the manner set out in the Schedule.
 5. **No assignment:** This Sub-Licence is personal to the Sub-Licensee and the rights it grants shall not be assigned or transferable by the Sub-Licensee.
 6. **Default in Payment:** If any payment (or part thereof) due to be made under this Sub-Licence is in arrears for seven (7) days, whether the same has been legally demanded or not, the Sub-Licensor may immediately terminate this Sub-Licence and the Sub-Licensee shall not be entitled to further use of the Berth. Upon such termination this Sub-Licence shall cease and determine but without releasing the Sub-Licensee from any liability for payments due up to the date of termination or for any antecedent breach of the terms or conditions of the Sub-Licence on the part of the Sub-Licensee herein contained or implied
 7. **Other Default:** If the Sub-Licensee makes default in the observance or performance of any of the terms and conditions expressed or implied in this Sub-Licence (other than in respect of payment), the Licensor or the Sub-Licensor may immediately terminate this Sub-Licence and the Sub-Licensee shall not be entitled to further use of the Berth. Upon such termination this Sub-Licence shall cease and determine but without
-

releasing the Sub-Licensee from any liability for any antecedent breach of the terms and conditions of the Sub-Licence on the part of the Sub-Licensee herein contained or implied.

8. **Interpretation:** All capitalised words in these terms and conditions refer to the terms used and defined in the Schedule. Where not repugnant to the context, the term “Sub-Licensee” shall be taken to include the employees, servants, agents and invitees of the Sub-Licensee.

DECLARATIONS

In signing this Sub-Licence, the Sub-Licensee declares as follows:

I/we have read, understood, and agree to be bound by the terms and conditions of the Licence for the Berth.

I/we have read, understood, and agree to be bound by the Marina Rules, including as may be amended from time to time by the Licensor.

ATTESTATION

Signed by the Sub-Licensor:	
	_____ Name & Designation:
_____ Witness to signature of sole director:	_____ Name & Designation:
_____ Name of witness:	_____ Name & Designation:
_____ Address of witness:	_____ Name & Designation:
Signed by the Sub-Licensee:	
	_____ Name & Designation:
_____ Witness to signature of sole director:	_____ Name & Designation:
_____ Name of witness:	_____ Name & Designation:
_____ Address of witness:	_____ Name & Designation:

Signed by the Licensor:

Director Name:

Director Name:

Appendix 2: Licensee Berth Rental - Terms & Conditions for Licensees



Waiheke Marina

Licensee Berth Rental– Terms & Conditions

Pursuant to Licence cl 7.5, you hereby notify us that your Berth is vacant and that you appoint us (Kennedy Point Boatharbour Limited) to manage its use over the period of vacancy for rentals to third-parties on the following terms and conditions. It is your responsibility to read and understand these terms and conditions. If you do not accept them, please do not make your Berth available for rent.

1. **Term:** These terms and conditions apply (and you agree to be bound by them) from when you notify us via the Marina website (www.waihekeislandmarina.co.nz) that your Berth is available for rent and the period of vacancy for which you want your Berth included in our berth rental system. The term shall end at 11:59pm on the last date of the day of vacancy notified to us (**Term**).
 2. **Vacant Berth:** During the Term you will ensure your Berth is vacant and you will not interfere with its use for rental purposes. Despite this, you will remain responsible for all your obligations under your Licence and the Marina Rules (as applicable).
 3. **Management Agreement:** During (and prior to the commencement of) the Term, we will manage all aspects of the rental process, including the marketing and advertising of your Berth, the administration of the rental, and the management of the rental revenue generated.
 4. **Rental Commission:** In consideration for us managing the rental of your Berth you agree to pay us a commission as a percentage of the rental revenue earned. The rate of commission will be as specified in our Marina Management Policies from time to time. The commission will be calculated monthly and deducted from the rental income before remittance to your nominated bank account or, at your request, held on account for you to offset against future expenses.
 5. **Cessation of Rental Availability:** If during the Term you no longer wish your Berth to be available for rent you must give us as much notice as possible via the Marina website (www.waihekeislandmarina.co.nz), including the date and time when you wish to return to your Berth. Provided that your Berth is not already subject to a Berth Rental Agreement at the time you wish to return, or, if it is, that we have been able to relocate the vessel occupying (or intending to occupy) your Berth to elsewhere in the Marina, we will ensure your Berth is vacant for you and the Term will end upon your return. Where less than two weeks' notice of return is given under this clause, you agree to indemnify us for any costs and expenses incurred in relocating the vessel occupying your Berth.
 6. **Responsibility:** It is your responsibility to read and understand these terms and conditions. If you do not accept these conditions, please contact us immediately.
 7. **Interpretation:** Capitalised terms in this agreement have the same meaning as in your Licence.
-

Appendix 3: Berth Rental - Terms & Conditions for Renters



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).

APPENDIX 4 – Waiheke Marina - Short Term Berth Rental Rates (2023 – 2024)

Monohull	12m	14m	16m	18m	20m	22.5m	25m	27.5m	30m
Term (Peak) ¹									
Part Day ²	63.10	87.70	106.50	142.60	167.75	190.45	212.35	234.45	256.75
Per day up to 7 days	84.10	116.95	141.00	190.15	223.65	253.95	283.15	312.60	342.30
Per day after 7 days	75.70	105.25	127.80	171.10	201.30	228.55	254.80	281.35	308.10
Month ³	2,131.10	2,963.70	3,598.70	4,819.15	5,668.90	6,436.95	7,176.45	7,923.55	8,676.35
Term (Off-Peak)⁴									
Part Day	52.55	73.10	88.75	118.85	139.80	158.70	176.95	195.40	213.94
Per day up to 7 days	70.10	97.45	118.30	158.45	186.40	211.60	235.95	260.50	285.25
Per day after 7 days	56.05	77.95	94.65	126.75	149.10	169.30	188.75	208.40	228.20
Month	1,704.85	2,370.00	2,878.95	3,855.30	4,535.15	5,149.55	5,741.15	6,338.85	6,941.10

	Multihull – Power Cat					Multihull – Sailing Cat			
	12m	14m	16m	18m	20m	12m	14m	16m	18m
Term (Peak)									
Part Day	81.95	114.00	138.45	185.40	218.10	122.95	171.00	207.65	278.10
Per day up to 7 days	109.30	152.00	184.60	247.15	290.75	163.95	228.00	276.85	370.75
Per day after 7 days	98.35	136.80	166.10	222.45	261.65	147.55	205.20	249.15	333.65
Month	2,770.40	3,852.85	4,678.25	6,264.90	7,369.60	4,155.60	5,779.26	7,017.40	9,397.30
Term (Off-Peak)									
Part Day	68.30	95.00	115.35	154.50	181.75	102.45	142.50	173.00	231.70
Per day up to 7 days	91.10	126.65	153.80	205.95	242.30	136.65	190.00	230.70	308.95
Per day after 7 days	72.85	101.35	123.05	164.80	193.85	109.30	152.00	184.60	247.15
Month	2,216.30	3,082.25	3,742.60	5,011.90	5,895.65	3,324.45	4,623.40	5,613.95	7,517.85

¹ Peak = from 1 November to 30 April

² Part Day = 10am to 6pm

³ Month = calendar month

⁴ Off-Peak = from 1 May to 31 October