

## Booking Details

Berth: \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ (departure by 12pm)

## Customer Details

First Name(s): \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Mobile No#: \_\_\_\_\_ Home No#: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Residential Address: \_\_\_\_\_

Company Name: (if applicable) \_\_\_\_\_

Emergency Contact (someone other than you): \_\_\_\_\_

Phone no# \_\_\_\_\_

## Vessel Details

Vessel Name: \_\_\_\_\_

Vessel Type:

Yacht  Motor Yacht  Launch  
 Multihull  Commercial:  Other:

Length \_\_\_\_\_ m Beam \_\_\_\_\_ m Draft \_\_\_\_\_ m

including bow sprits, davits, any overhangs etc:

Deck Colour \_\_\_\_\_ Hull Colour \_\_\_\_\_

Marks / features: \_\_\_\_\_

## Biosecurity Details

Home Port \_\_\_\_\_

Date of last Hull Clean \_\_\_\_\_

Date of last Antifoul \_\_\_\_\_

Ports & regions vessel has visited since last wash or antifoul: \_\_\_\_\_

## Insurance Details

Minimum of \$5,000,000 Third Party Liability cover is required for all vessels moored in the marina

Insurer \_\_\_\_\_ Policy No# \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Current copy of certificate / schedule provided to marina office

## Electrical Compliance Any connection without relevant compliance will be unplugged.

No Connection Required

Temporary Connection Only

Connection must be attended by an adult. Lead must be Tag and Tested with visible tag

Lead Expiry Date: \_\_\_\_\_

Vessel Connects to Power

EWOFF Expiry Date \_\_\_\_\_

Vessel must have current EWOFF displayed on stern Lead must be Tag and Tested with visible tag

## Crew

Name: \_\_\_\_\_ Phone No# \_\_\_\_\_ Living Aboard

Name: \_\_\_\_\_ Phone No# \_\_\_\_\_ Living Aboard

Name: \_\_\_\_\_ Phone No# \_\_\_\_\_ Living Aboard

Signed By Customer: \_\_\_\_\_ Date: \_\_\_\_\_

I have read, understood, and agree to the marina rules. (Copy available at the Marina Office)

**Living Aboard is permitted on 'visitor' berths only.**



# NELSON MARINA

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## TE AHU MOANA O WHAKATŪ

### Terms and Conditions for Visitors and Temporary Berths

Acceptance of these terms and conditions is implied for any  
vessel entering Nelson Marina.

#### 1. DEFINITIONS

##### 1.1. In these terms and conditions:

**Boat** means the boat identified on the front page of the contract.  
**Company** means Nelson Marina and Nelson City Council, or its nominees or assignees, and includes, where appropriate, its officers, agents and employees.  
**Berth** means the marina berth assigned to the vessel for temporary use as determined by marina management.  
**Customer** means the customer identified on the front page of this contract.  
**Marina** means Nelson Marina, Port Nelson, New Zealand.

#### 2. TERMS AND CONDITIONS OF USE:

##### 2.1. The Customer shall:

- (a) At all time abide by the Nelson Marina Rules which may be amended from time to time at the discretion of the Marina Manager.
- (b) At all times have a minimum of current cover of third party insurance for your vessel while using a berth in the Marina. Marina Management will require you to provide proof of such current insurance prior to allocating you a berth.
- (c) At all times keep the berth, walkway and fingers surrounding the Boat in a clean and tidy condition, and shall not store supplies and materials, accessories, bikes or dinghys on that area.
- (d) Deposit all garbage in the receptacles provided, provided that where the amount of waste to be removed from the Boat is considered by the Company, in its sole discretion, to be unusually excessive, then the removal of this waste shall be at the Customer's expense.
- (e) Deposit all hazardous waste, used oil and contaminated water in the appropriate waste receptacles.
- (f) Take all appropriate precautions to maintain the safety of themselves and anyone working on or visiting their boat.
- (g) Boat owners will ensure that all possible steps have been taken to ensure they are not harbouring any marine pests. If your vessel has been in any high risk areas or has not been recently anti-fouled, please inform Marina Management so an assessment of your vessel can be carried out.

##### 2.2. The Customer shall not:

- (a) Make nor permit to be made any noise or disturbance, or perform any act which in the opinion of the Company, in its sole discretion may be an annoyance or cause a nuisance to any other person or body in and around the Marina.
- (b) Carry out in the marina any major work. Nelson Marina is a recreational marina and not a marina where significant maintenance should be undertaken or planned.
- (c) Nor shall the Customer permit any work or activity to be carried out or undertaken on the Boat in contravention of any of the provisions of the Resource Management Act 1991, and the Health and Safety in Employment Act 1992.

2.3. Any breach of the above conditions shall be deemed to be a breach of this Contract entitling the Company to cancel this contract forthwith without notice.

#### 3. CHARGES AND PAYMENT:

- 3.1. The Customer shall duly and punctually pay all charges when levied by the Company, and in any event, before the Boat departs.
- 3.2. If payment is by electronic deposit, funds must be showing in the company's bank account prior to boat departing.
- 3.3. Charges applicable under this contract are those published at the time of arrival. The company reserves the right to change and apply these rates at any time.
- 3.4. Charges will be calculated based on the measured length overall of the vessel. If there is any doubt, the prevailing measurement used will be as measured and determined by the company.
- 3.5. Boats in the marina longer than 28 days will be invoiced at the end of each 28 day period (or at any time after the first 28 days) and payment is due within 10 working days of the date of the invoice. Any amounts outstanding after the due date for payment shall be chargeable at the rate of 2.5% interest per month.
- 3.6. If any moneys are owing under this contract by the Customer for the use of the Berth, the Company shall be entitled to seize the Boat and shall, from the date of such seizure, have a general lien upon, and the right of retention of the Boat so seized until all moneys payable by the Customer under this contract have been paid in full.
- 3.7. If the moneys owing remain unpaid for a period of 21 days after the Company shall have given notice to the Customer of seizure of the Boat, the Company shall be entitled without further notice to sell the Boat by auction or otherwise, together with any chattels situated on or in the Boat, and the proceeds of such sales shall be applied first towards the expense of seizure and sale, secondly the payment of moneys due to the Company and lastly the payment of the balance (if any) to the Customer. Full legal and collection costs will be added to any amounts due.
- 3.8. If there shall be a deficiency of funds from any sale pursuant to this clause to meet the costs noted above, the Company may proceed to recover such deficiency from the Customer in a summary manner.

3.9. All costs associated with the collection of any outstanding debt will be on charged to the Customer plus interest on the outstanding debt at current overdraft rates for the period the debt remains outstanding. Nelson Marina reserves the right to circulate the name of any customer who becomes a bad debtor to other Marina Operator Association members.

3.10. The Customer indemnifies and saves harmless the Company from all claims, suits and demands made by any person or corporation in respect of the Boat or any chattels seized and sold pursuant to this contract.

#### 4. RISKS AND INDEMNITIES:

4.1. The customer acknowledges that the Boat berthed in the marina in accordance with this Contract, and any chattels in, on or fixed to the Boat shall not be deemed to be in the custody, possession or control of the Company in any manner whatsoever unless and until the Company exercises its rights of seizure and sale referred to in clause 3.6.

4.2. Without limiting any rights of the Customer under the Consumer Guarantees Act 1993

(a) The Boat, and any other craft which is navigated to or from or berthed in the Marina in accordance with the provisions of this Contract, is entirely at the risk of the Customer, and shall remain at the risk of the Customer throughout the term of this Contract. The Company shall not either directly or vicariously, nor shall any officer, agent, contractor or employee of the Company be liable in negligence or otherwise for any damage to or theft or loss from the Boat, and any goods, gear or machinery situated on or around the Boat whilst the Boat is in the Marina howsoever occurring including, but without limiting the generality of the foregoing loss or damage caused by the removal of the Boat by any person not authorised by the Customer to remove it, whether such removal was permitted by the Company or not.

(b) The Company shall not, either directly or vicariously, nor shall any officer, agent, invitee contractor or employee of the Company be liable in negligence or otherwise for any injury, loss or damage sustained or suffered by the Customer, or any agent, employee, contractor or invitee of the Customer or any other person in and around the Marina, or inside the adjoining Marina buildings howsoever such loss, damage or injury may occur.

4.3. To the extent permitted at law, the Customer indemnifies and will keep the Company indemnified against all actions, suits, claims, debts, obligations and other liabilities arising out of this contract, or out of any act or omission of the Customer, or the officers, agents, employees, contractors or invitees of the Customer and the Customer agrees to compensate the Company for any loss or damage the Marina or any of the craft in the Marina, or to any other property caused by, or resulting from the acts or omissions of the Customer or its officers, agents, employees, contractors or invitees.

4.4. If the signatory to this Contract, executes this Contract as "agent", or for or on behalf of the owner of the Boat, then the signatory to this agreement warrants to the Company that berthing under this Contract has been carried out with the full knowledge and consent of the owner of the Boat, and the signatory further indemnifies the Company from and against all and any claims against the Company in addition to the provisions contained above.

4.5. If the rights acquired by the Customer are acquired for business purposes, the Customer agrees that the Consumer Guarantees Act does not apply to this Contract.

4.6. Nothing in this Contract is intended to have the effect of contracting out the provisions of the Consumer Guarantees Act except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention.

#### 5. FORCE MAJEURE:

5.1 The Company will not be liable for failure or delay to perform obligations under this Agreement, which have become practically impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labour disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond Nelson Marina's reasonable control.

#### 6. GENERAL:

6.1. The Company shall be entitled, from time to time, to deliver up the Boat stored in accordance with this Contract to any person producing this Contract or offering such other evidence of ownership authority to receive the Boat as the Company may, in its sole discretion, deem satisfactory.

6.2. Any notice required to be given to the Customer may be delivered to the Customer either personally, or by email to the Customer at the address noted on the front page of this Contract.

#### 7. VARIATION OF TERMS AND CONDITIONS AND LAW:

7.1. These terms and conditions may be varied from time to time by the marina by giving written notice to you as may be reasonably necessary.

7.2. You agree to comply with all bylaws and regulations in relation to the Marina.

7.3. These terms and conditions are subject to New Zealand law