



PINE HARBOUR MARINA RULES

These rules apply to all Users ,i.e Berth Owners, Renters, Occupiers, Visitors, etc.

RECREATIONAL BOATS ONLY

1. The User shall use the Berth only for berthing the nominated boat whilst the said boat is used for recreational boating purposes. The Berth shall not be used to berth commercial fishing boats, boats carrying passengers for hire, work boats, commercial freight carriers or any other commercial or industrial purpose.

MAXIMUM DIMENSIONS OF BOAT

2. The User shall at no time allow any vessel using or moored in the Berth to extend beyond the maximum permitted dimensions of the Berth specified in the Schedule with the length being measured from the berth face of the walkway.

WATER SPACE AND ACCESS RIGHTS ONLY

3. This Licence relates only to the allocated water space of the Berth. In common with others the User shall have the right of making fast to the allocated Berth structures and shall have the right to access and use the common waterways and pathways of the Marina subject to such rules as to access and during such hours as the Licensor may from time to time specify for the safety, security and preservation of good order in the Marina.

FASTENINGS AND SECURITY OF VESSEL

4. (a) For the purpose of mooring the said boat to the Berth the User shall use only the standard mooring lines provided by the Licensor and the User shall pay the cost of providing, fixing , repairing and replacing such lines from time to time as required by the Licensor.

(b) The Licensor may serve on the User a notice requiring him, within the time specified in the notice, to repair his fastenings so as to ensure that they will safety secure his vessel.

(c) Should the User fail to comply with any such notice within the time specified, the Licensor may, without incurring any liability for so doing and without further notice, remove the vessel and recover the cost of removal from the User.

(d) Where the Licensor removes any vessel in accordance with this Clause it shall be entitled to a lien on the vessel to the extent of the costs of the removal and storage.

(e) Should the User fail to claim such vessel within the period of one month the period of one month after the date of such removal the Licensor may at any time thereafter offer the same for sale and appropriate the proceeds of any resultant sale in satisfaction of such expenses as may be incurred in respect thereof.

(f) The licensor may, if he thinks fit, place and maintain on any such vessel such number of custodians as may be necessary, and it shall be entitled to a lien on the vessel to cover the costs in so doing.

NO ALTERATIONS OF BERTH OR STRUCTURES

5. The User shall not alter or modify the Berth or adjacent structures or make any additions such as fendering without prior written approval of the Licensor.

USE OF FACILITIES

6. The User may use the water, power and any other facilities provided on the structures in common with any other Berth Users on an occasional basis only. If the User requires more regular use of these facilities special arrangements must be made with the Licensor which may make an extra charge to cover the cost thereof.

NO POLLUTION

7. The User shall not pollute or permit the pollution of the Marina or discharge into the Marina or its waters any poisonous, noxious, dangerous or offensive substance or thing. Without prejudice to the generality of the preceding provision the User shall not discharge any sewage or otherwise empty any latrines into the Marina or otherwise dispose of any garbage, oil, fuel, or other material whatsoever on the Marina except containers which may be provided by the Licensor. The failure of the Licensor to provide containers shall not derogate from the User's obligations under this provision.

NO LIVING ON BOARD

8. The User shall not live on board any boat at the Berth or permit anyone else to do so. For the purpose of this Clause the expression living on board shall mean sleeping overnight on the boat for two consecutive nights or more.

DOGS

9. The User shall not permit or suffer any dog belonging to him or in his charge to enter or remain in the Marina or land adjacent thereto under the control of the Licensor unless such dog be led by a chain, strap or other efficient restraint.

UNACCOMPANIED CHILDREN

10. The User shall not permit or allow any children for whom he is responsible being children under the age of 12 years to enter into the Marina unless accompanied by an adult.

NO SWIMMING

11. The User shall not engage in any swimming, diving or underwater activities within the Marina provided that this shall not prohibit bottom scrubbing of the nominated boat subject to such reasonable directions as the Licensor may stipulate from time to time.

CONTROL OF BOATS IN MARINA

12. The User shall not within the Marina moor, sail or manoeuvre any boat so as to create danger or impediment or obstacle or inconvenience to other Marina users.

NO NOISE NUISANCE

13. The User shall ensure that all halyards, lines, ropes, rigging and sheets on the User's boat whilst berthed are secured so that they shall not create any noise.

NO STORAGE ON MARINA

14. The User shall not permit or allow any property, gear or equipment under the control or direction of the User to be stored on the Marina including the walkways, piers or foreshore thereof without the express permission of the Licensor.

NO ALCOHOL

15. The User shall not consume alcoholic beverages within the Marina except on private vessels or on licensed premises or other premises where consumption of alcoholic beverages is not prohibited by law.

USE OF FIRE HOSES

16. The User shall not use fire fighting equipment supplied by the Licensor for any purpose other than the fighting of fires

SAFETY RESTRICTIONS

17. (a) The User shall not store motor spirits, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or similarly flammable nature on any Marina structure or area under the control of the Licensor without prior approval of the Licensor.

(b) The User shall not bring within the Marina any motor spirits, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or similarly flammable character without permission of the Licensor PROVIDED THAT nothing in this subclause shall prevent the user from carrying small quantities of fuel in safe containers in quantities reasonably required for the small outboard engines or stoves.

(c) The User shall not carry out any refueling of any boat within the Marina, other than at the fuel jetty from the Licensor's pumps unless otherwise directed by the Licensor.

INDEMNITY

18. The Licensor shall not be liable and accepts no responsibility for loss or damage to boats, craft, third party property or persons using the same within the confines of, near to, the Marina nor for the adequacy or otherwise of the Marina or of the Berth or any other part of the facilities of the Marina and the Licensor shall not be liable to the User or any person for the loss or damage to property or death or personal injury incurred or suffered within the Marina however the same occurs and whether or not attributable to the acts or defaults of the Licensor or its servants or agents or contractors or otherwise howsoever. The User in addition shall indemnify the Licensor and

the Head Licensor against any loss, expense, legal liability, claims and costs incurred by the Licensor or the Head Licensor arising as a result of the User's acts or omissions or the acts or omissions of others to which the User has contributed or the acts or omissions of any persons invited into the Marina by the user.

INSURANCE

19. The User shall at all times keep all boats, craft and any other property owned or brought into the Marina by the User and/or invitees 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.