



Marina Rules and Conditions



The following rules have been established to provide for the efficient and harmonious operation of the Marina and for the safety of the Berth Occupier and visitors to the Marina.

These should be read in conjunction with the terms and condition of berth licence/rental agreement and NSC constitution and bylaws.

When a vessel enters the Marina, it immediately comes under the jurisdiction of the Marina Manager / Management and is required to comply with the Hawkes Bay Regional Council Navigation Safety Bylaw 2012 and Maritime New Zealand.

1. OBSTRUCTION OF ENTRANCES AND PIERS

The Berth Occupier shall not obstruct any of the entrances to the Marina or use them for any purpose other than for ingress to, and egress from, the Marina. There shall be no obstruction of the piers or pier entrances.

2. BERTH LINES

The Berth Occupier shall pay the cost of providing the berth lines and fixing, repairing, and replacing such lines when reasonability requires by the Marina Manager / Management.
Should the berth lines prove to be inadequate, no liability shall attach to the Marina Manager / Management.

3. SERVICES

The Berth Occupier may use the services in common with the other Berth Occupiers and persons authorised by the Marina Manager / Management on an occasional basis only.

If the Berth Occupier requires more regular use of any Services, then such use shall be subject to the prior written approval of the Marina Manager / Management who may make an extra charge to cover the costs of providing such services. The Berth Occupier shall:

- (a) not use any Services for purpose for which they were not designed for; and
- (b) utilise only appropriate fittings which comply with all relevant codes and regulations.

4. ICE

Each berth owner is entitled to 5 x bags (3 kg bag) of Ice maximum per day on a first in first served basis .

5. SECURITY

The Berth Occupier shall take all reasonable steps to protect any vessel occupying the Berth from theft and vandalism and shall keep all hatches and other openings closed and securely fastened when such vessel is not in use.

Marina Manager will issue berth owners access Fobs that remain the property of Sailfish and the berth owner , as a matter of convenience Sailfish will also issue a pin pad access code to be changed once a month.

This code is intended for use by crew or berth owners who might inadvertently forget their FOB .

Sailfish will also provide gate access via a phone app .

Pinpad Code , gate app and FOB are all intended to allow convenient access and care should be taken that the codes , FOBs or app are not used by anyone else other than Sailfish marina berth owners .

Sailfish reserve the right to delete FOB access or pin should a FOB be misused .

6. FIRE HAZARDS

The Berth Occupier shall not do anything in the Marina which creates a fire hazard, or which may contravene the regulations of bylaws of any authority. The Berth Occupier shall not use any firefighting equipment supplied by the Marina Manager / Management for any purpose other than for fighting fires.

7. REFUELLING

All refuelling shall be carried out only at the fuel pier and all refuelling shall be in compliance with the Resource Management Act 1991. No oil, fuel or chemicals are allowed to be discharged into the Marina. The Berth Occupier is required to deposit waste oil only in the water oil igloo.

8. DANGEROUS GOODS

The Berth Occupier shall not store or being within the Marina motor spirit, petroleum, petroleum products, fuel, oil, LPG, CNG, kerosene or goods of a similarly dangerous nature without the prior approval of the Marina Manager / Management, provided that nothing within this rule shall prevent the Berth Occupier from carrying small quantities of fuel, in safe containers, as is reasonably required for recreational purposes.

9. CONDUCT AND NOISE

The Berth Occupier shall not make any improper noise or interfere with any other Berth Occupiers or persons lawfully in the Marina. Noise shall be kept at a minimum at all times and the Berth Occupier shall not create a nuisance by the use of television, radio, musical apparatus, or any other form of sound reproduction.

No unlawful activities shall be conducted from the Nominated Vessel or the Berth.

The Berth Occupier shall ensure that all halyards, lines, ropes, rigging and sheets on the vessel or any other boat or vessel using the Berth are restrained to eliminate noise.

10. RUBBISH AND RECYCLING

The Berth Occupier shall not deposit any rubbish, effluent, fish carcasses or any other pollutant in any part of the Marina other than in the receptacles provided.

The Berth Occupier should use the Recycling facility provided.

11. NOTICE OF DEFECTS

The Berth Occupier shall promptly notify the Marina Manager / Management on becoming aware of any defect or damage to the Marina.

12. ALCOHOL & DRUGS

The Berth Occupier shall not consume alcohol within the Marina (except on private vessels or on licensed premises where consumption of alcohol is not prohibited by Law)

All drugs are prohibited in all areas of the Marina. No person who is intoxicated by drugs or alcohol is permitted on any part of the Marina.

13. **STORAGE**

The Berth Occupier shall not store any property, gear or equipment under the control or direction of the Berth Occupier in the Marina without the prior written consent of the Marina Manager / Management.

14. **NO SWIMMING**

The Berth Occupier shall not engage in any swimming, diving or underwater activities within the Marina. The Berth Occupier may carry-out bottom scrubbing of the vessel subject to such reasonable directions as the Marina Manager / Management may stipulate from time to time.

15. **LIVING ON BOARD**

The Berth Occupier shall not without the approval of the Napier Sailing Club Management, or in contravention, or any statute, order-in-Council, regulation or rules, or an local or territorial authority bylaw or restriction, live on board the vessel or any other boat or vessel at the Berth. For the purpose of this clause, the expression "Living on board" shall mean sleeping overnight for two consecutive nights or more.

16. **ANIMALS**

The Berth Occupier shall not permit any animal in the Berth Occupier's control to enter or remain in the Marina unless properly restrained and provided it does not disturb other persons. The Berth Occupier shall be responsible for promptly cleaning up any fouling caused by any pets brought to the Marina by the Berth Occupier or any invitees of the Berth Occupier.

17. **EMERGENCY CONTACT**

The Berth Occupier shall advise the Marina Manager / Management should the name, email or telephone number of the emergency contact in the Berth Licence/Rental Agreement change and provide the Marina Manager / Management with the name, email and telephone number of the new emergency contact.

18. **VISITORS TO THE MARINA**

The Berth Occupier shall ensure that: all of its invitees comply with the Marina Rules and any children under the age of ten for whom the Berth Occupier or its visitors are responsible for are accompanied by an adult.

19. **SKATEBOARD, ROLLER BLADES & BIKES**

The Berth Occupier shall not use skateboard, roller blades, motorcycles or bicycles on the piers or floating components within the Marina.

20. **HEIGHT RESTRICTIONS**

Airport Authorities have established regulations governing heights of boat/vessel masts. The Berth Occupier shall ensure that such regulations are complied with at all times.

21. **WORKMEN / CONTRACTORS**

Berth Occupiers employing workmen / contractors shall pay special attention to the relevant sections of these agreements relating to by-laws, rules, liability, indemnity, insurance and default of the Berth Rental Terms and Conditions that cover contractor access, restricted activities, indemnity, insurance, damage to Marina Property. It is the Berth Occupier's responsibility to ensure that any workmen / contractors are aware of these matters.

22. **SEWAGE PUMP OUT FACILITIES**

Discharge of sewage and waste water into the Marina / Harbour is Prohibited.

23. **BERTH SIZE**

The Berth Occupier shall at no time allow any part of the vessel or any other boat or vessel using or moored at the Berth to extend beyond the maximum permitted dimensions of the Berth stated in the main body of your Agreement.

No part of the vessel or any other boat or vessel shall overhang the pier finger or outer pole measured to the extremity of the attached pile.

24. **SAILING**

No sailing permitted in the Marina.

25. **ALTERATIONS TO BERTH AND BOAT REPAIRS**

The Berth Occupier shall not alter or modify or permit the alterations or modification of the Berth or other structures within the Marina.

A hard stand area has been provided for repairs and maintenance.

26. **FENDERS**

Only approved fendering systems, approved by the Marina Manager / Management, can be used.

27. **POWER POINTS AND MARINA SHORE POWER**

CONNECTIONS:

Having read Section 11 of NZMOA Terms and Conditions the Berth Occupier understands and acknowledges that if Shore Power is to be used, the Berth Occupier must have a current Electrical Warrant of Fitness for the vessel and that Warrant of Fitness must be shown to the Marina Manager / Management as specified in the main body of the Rental Agreement. The Berth Occupier will further ensure that any temporary connections comply with the current Electrical Regulations which may change from time to time and are detailed / explained in the NZMOA's Shore Power Connections Brochure.

28. SIGNS

Signs relating to the use of the Marina and directions issued by the Marina Manager / Management are to be observed and complied with.

29. CIRCULARS

No distribution of circulars or pamphlets on the vessel will be permitted.

30. SIGNAGE

No display of private signate will be permitted on the vessels / structures without the prior written approval of the Marina Manager / Management.

31. FISHING / WHITEBAITING

Is totalling forbidden from all the floating structures.

32. LAUNDRY

Hanging laundry out on your vessel is strictly forbidden.

The Berth Occupier will refrain from hanging any laundry out on their vessel and will use the dryers provided.

33. TROLLEYS

Marina Trolleys shall be returned to secure area and hung back up on racks provided in a tidy order after use.

34. DAMAGE TO MARINA

Damage to Marina - Sailfish will be responsible for maintenance of Marina that includes normal wear and tear .

Should a berth owner or tenant damage piles , electrical boxes , mooring structure etc etc they will be liable for damage caused .

HAVE YOUR SAY:

Sailfish will hold an annual AGM where committee can be voted in , this is when you can democratically vote in an new committee should you have issues with current committee performance .

Sailfish committee members can be contacted at any time during the year to consider issues or proposed changes to the rules .