

Marina Rules

1. APPLICATION

1.1 These Rules shall apply to any user of Te Ana Marina (the **Marina**) and supplement Marina Berth Licences and Casual Berth Rental Agreements between Lyttelton Port Company Limited (**LPC**) and berth licensees/users (each a **Licence**). By entering the Marina, the user accepts these Rules.

1.2 These Rules may be varied from time to time in accordance with the Licence.

2. USE OF MARINA

Only licensed boats allowed

2.1 No person shall berth or knowingly permit any boat to be berthed in the Marina unless the owner (the **Licensee**) of that boat (the **Named Boat**) is licensed to use that berth (the **Berth**) for that Named Boat under a Licence (or the person otherwise has written permission from the Marina Manager (being LPC and any other person LPC appoints to manage the Marina)).

Recreational boating only

2.2 Each Licensee shall use the Berth only for berthing the Named Boat for recreational boating purposes and not for any commercial or other use or purpose (unless LPC approves otherwise in writing following an application by the Licensee in the form prescribed by LPC). A commercial use levy is payable (at the rate set out in the Marina Fee Schedule published on the Marina website from time to time) for approved commercial operations at the Marina.

Boat requirements

2.3 Each Licensee shall at all times ensure that:

- (a) The Named Boat is seaworthy, capable of making way under its own power, passes any safety inspection required by LPC and is otherwise in a good state of repair.
- (b) No part of the Named Boat (including any fittings or attachments (including pulpits, platforms, bowsprit, engines, rudders or dinghies)) extends beyond the dimensions of the Berth unless LPC's approves otherwise in writing.
- (c) The fittings and mooring lines on the Named Boat are of suitable strength, design and condition to adequately and safely secure the boat and the Named Boat is so secured at the Berth on the mooring points provided
- (d) If the Named Boat is connected to shore electricity reticulation, all electrical leads between the Named Boat and the shore outlet do not present a health and safety hazard, have a valid electrical test tag and comply with all relevant electrical regulations (including the Licensee holding a current electrical warrant of fitness) and any other requirements imposed by the Manager.
- (e) All halyards and other lines and rigging on the Named Boat are secured so as not to generate noise.
- (f) The Named Boat, and all of the Licensee's activities at the Marina, comply with all applicable laws and regulatory requirements and any guidelines, codes of practice or other instructions or directions issued by regulatory or territorial authority.

Te Ana is an active Marina in a working port

2.4 Each Licensee acknowledges and agrees that:

- (a) The Marina is located within a working port which operates all year round, at all hours of the day and night, and that this may cause noise, dust, navigational challenges and other disturbances from time to time.

(b) In establishing the Marina, LPC intended that the Marina would be and continue to be an active Marina where the boats, owned by the holders of berth licences, are actively used and enjoyed.

(c) The Marina and the Berth must not merely be used as a storage facility for the Named Boat.

(d) The Licensee must, in LPC's sole opinion (taking into account the different seasons and weather), continuously and actively use the Named Boat during the term of the relevant Licence or otherwise obtain the Manager's prior written approval.

Berth use restrictions

2.5 No person shall:

- (a) Operate any boat in the Marina at a speed greater than 5 knots or outside the marked navigation channels, or otherwise operate or moor in a manner that causes or risks damage to other property or discomfort, danger, obstacle or inconvenience to LPC or other persons.
- (b) Leave anywhere in the Marina anything that restricts the passage of pedestrians or otherwise causes a danger, obstacle or inconvenience, nor store anything within the Marina without the Manager's prior written permission.
- (c) Erect any structure (including any signage) within the Marina nor attach any item to any piles, piers or walkways without the consent of the Manager.
- (d) Use firefighting equipment supplied by LPC for any purpose other than fighting fires.
- (e) Solicit for business within the Marina or use a boat or any part of the Marina as a business address without the prior written permission of the Manager.
- (f) Use electric sanders or spray painting equipment within the Marina.
- (g) Dry laundry on board any boat or structure within the Marina.
- (h) Engage in conduct that is illegal, obnoxious or offensive or that adversely affects the peace, enjoyment or privacy of other Marina users or anyone else (including by generating excessive noise) or in any way interferes with or obstructs LPC's business operations.

3. BERTH MAY BE USED BY VISITORS IF ABSENT

If a Berth is to be unoccupied for more than 72 hours, the Licensee must use its best endeavours to notify the Manager at least 7 days' in advance, and the Berth will form part of the Visitors' Berth Pool able to be used by the Manager for casual berthage, in accordance with the Licence. This Rule does not apply to Licensee's under a Casual Berth Rental Agreement

4. ACCESS

Open 24/7

4.1 The Marina shall be open twenty-four (24) hours a day to all Licensees.

Access cards and parking permits

4.2 Each Licensee will be provided with two access cards to provide access to the Marina and Marina toilets. In addition, each Licensee will be issued with a single parking permit to authorise the parking of vehicles in the Marina car park area. Permits must be displayed in the window of vehicles at all times. Neither access cards nor parking permits may be transferred to or shared with any other person. Two access cards and one parking permit are provided for each Licence, regardless of the number of persons comprising the Licensee.

- Contractors and service providers**
- 4.3 Each Licensee will ensure that any contractor or service provider engaged by that Licensee who wishes to access a boat at the Marina to provide goods or services, before entering the Marina:
- registers with the Marina office and completes a site induction in accordance with LPC requirements;
 - complies with LPC's permit to work policy (where applicable); and
 - provides evidence, satisfactory to the Manager, of their permission from the relevant Licensee to access the relevant boat.
- 5. ENVIRONMENTAL PROTECTION AND BIOSECURITY**
- 5.1 No person shall pollute or permit the pollution of the Marina or the surrounding environment. In particular no person shall discharge or dispose of any sewage, garbage, oil, fuel or other material or contaminant on the Marina or into its surrounding environment.
- 5.2 Licensees must co-operate and comply with any requirements of any relevant authorities responsible for surveillance, surveys and control of unwanted or risk organisms.
- 5.3 The Manager may, in its sole discretion, exclude from the Marina any boat or equipment which is known to harbour unwanted or risk organisms until satisfactory evidence is produced to the Manager that appropriate treatment has been completed.
- 5.4 Refuelling of boats within the Marina shall only be by means of hand held approved fuel containers (complying with applicable laws and regulatory requirements). Fuel and other hazardous substances may not be stored anywhere within the Marina, provided that LPG cylinders and lubricants required for normal boat operations may be stored on board in compliance with all applicable laws and regulatory requirements.
- 6. LIVING ON BOARD**
- 6.1 No person shall live on board (i.e. sleep overnight for 3 or more nights) any boat at the Marina or permit anyone else to do so unless approved in accordance with these Rules.
- 6.2 Any Licensee wishing to live on board any boat at the Marina must:
- apply to LPC in the form prescribed by LPC and receive written approval from LPC;
 - pay the live aboard levy, at the rate set out in the Marina fee schedule published on the Marina website from time to time; and
 - comply with the live-aboard rules in addition to the Licence and the rest of these Rules.
- 6.3 Any person living on board a boat at the Marina with the approval of LPC must comply with the following additional rules:
- Only valid and approved Licensees and their immediate family may live aboard and only on the Named Boat;
 - To avoid doubt, living aboard leased or rented vessels is not permitted, nor is allowing any unrelated person (not being a Licensee or their immediate family) to live aboard a vessel;
 - Only one power point per boat is to be used. Electricity consumption shall be limited to battery chargers and small household appliances (e.g. TV, radio). No electrical heaters are to be left switched 'on' in unattended boats.
 - Boats fitted with a toilet must have a functioning black water holding tank to be used by persons living on board. In all other cases, shore-side toilets and showers must be used.
- Pets are permitted on-board while the boat is occupied, subject to compliance with any other applicable Rule.
 - Vehicles in the Marina car park must be maintained in good condition and must not to be used as storage.
- 6.4 LPC may limit the number of Licensees permitted to live on board any boat at the Marina and may at any time on 30 days' notice revoke any live aboard approval previously granted.
- 7. CHILDREN TO BE SUPERVISED**
- All children entering into the Marina shall be accompanied by and supervised at all times by a responsible adult.
- 8. SWIMMING AND FISHING PROHIBITED**
- No person shall swim, dive, fish or engage in any other underwater activities within the Marina, other than for the purpose of any inspection, repairs or maintenance of the Named Boat (and then only in accordance with all applicable laws and regulatory requirements and any instructions or directions of the Manager).
- 9. ALCOHOL PROHIBITED**
- No person shall consume alcoholic beverages within the Marina, except on private boats or on licenced premises or other premises where the consumption of alcoholic beverages is not prohibited by law.
- 10. PETS AND ANIMALS TO BE CONTROLLED**
- Subject to Rule 6.3(e) above, no animals or pets shall be kept in the Marina without the prior consent of the Manager. All animals and pets shall, while on the Marina, be led by a chain, strap or similar efficient restraint. Licensees must ensure that animals and pets do not cause a disturbance to any other Marina user and any damage or faeces caused by animals and pets is immediately rectified and cleaned.
- 11. HEALTH AND SAFETY IS PARAMOUNT**
- 11.1 Each Licensee, and every other Marina user, agrees and undertakes to ensure so far as is reasonably practicable the health and safety of all workers and other persons whose activities are influenced or directed by that Licensee or user and to undertake all activities in strict compliance with LPC's health, safety, security and environmental directions, instructions, policies and procedures and all applicable laws.
- 11.2 Each Licensee and Marina user shall immediately notify the Manager:
- of any personal injury or property damage, or any incident exposing any person to a serious risk to their health or safety, caused by the Named Boat or by any act or omission of the Licensee/user or its invitees, agents and employees (in addition to complying with any applicable law or legal requirement); or
 - if it identifies any actual or potential health and safety hazard at the Marina (or anywhere at Lyttelton Port), whether due to that person's activities or not.
- 12. UNAUTHORISED USE**
- 12.1 Unauthorised use of the Marina is trespass. Without limiting any other right or remedy LPC may have, LPC may impose a charge for unauthorised use of the Marina calculated based on LPC's prevailing daily berth rental fee (set out in the Marina fee schedule published on the Marina website from time to time) plus any additional amounts LPC requires to recover its costs (including without limitation, legal and other enforcement costs).
- 12.2 LPC may move or remove any unauthorised vessel from the Marina and may enter on the vessel for that purpose. LPC has a lien over any vessel or other property located at the Marina for all amounts payable under Rule 12.1 on the terms set out in LPC's standard Casual Berth Rental Agreements.