



BERTH & TRAILER PARK RENTAL LICENCE TERMS & CONDITIONS

1.	BERTH / TRAILER PARK RENTAL	6.2	Berth Occupiers must advise Marina Management if the berth will be unoccupied for any extended period, including if a vehicle is to be left.	12.3	Subject to clause 4.6, in common with others, the Berth Occupier has the right to enter the Marina from land and to access the jetty and berth, and the Marina's water, toilet and power facilities 24 hours a day, 7 days a week (except in an emergency).
1.1	Marina Management grants a licence to the Berth Occupier (as named in the Berth & Trailer Park Rental Licence) a licence to occupy the berth or trailer park specified for the period stated and at the rate stated.	6.3	Staying overnight on your vessel is only permitted once in a calendar week and must not be for more than three consecutive nights (to a maximum of six nights in one calendar month).	12.4	Marina Management reserves the right to limit access to the car park, piers, and causeway area of the Marina in emergencies (including pandemic related restrictions), for repair and for special events.
1.2	The Berth Occupier agrees to accept this licence subject to the following terms and conditions.	6.4	Berth Occupiers must not live on the vessel while moored in the Marina or permit anyone else to do so without first completing an application to live aboard, obtaining the approval of Marina Management to do so, and making payment of any additional Liveboard charges.	13.	CONTRACTOR ACCESS
2.	THE FULL LICENCE AGREEMENT	6.5	Berth Occupiers will be considered as "living aboard" if people are staying overnight on the vessel for more than three consecutive nights in a calendar week (to a maximum of six nights in one calendar month) while the vessel is moored in the Marina.	13.1	The Berth Occupier is responsible for ensuring that any contractor invited into the Marina complex has in accordance with the Marina's Health and Safety Policy completed a contractor induction and is currently a compliant contractor as determined by Marina Management.
2.1	The full agreement and terms of the licence between Marina Management and the Berth Occupier are contained within the:	7.	MAXIMUM DIMENSIONS OF VESSEL AND MOORING REQUIREMENTS	13.2	The Berth Occupier must ensure, and accepts responsibility to ensure, that any contractor or tradesperson invited into the Marina complex for the purpose of carrying out work on the Berth Occupier's vessel holds sufficient insurance to satisfy the insurance requirements of Marina Management.
(a)	Berth & Trailer Park Rental Licence; and	7.1	The Berth Occupier shall at no time allow any part of any vessel using or moored in the berth (including spars, bowsprits, anchors davits and tenders or any other thing affixed to the vessel) to exceed the published or nominal dimensions of the berth. For avoidance of doubt, the published or nominal dimensions are less than the physical dimensions of the berth and indicate the maximum dimension of an occupying vessel.	13.3	Parking at the Marina for contractors is subject to availability.
(b)	Berth & Trailer Park Rental Licence Terms and Conditions; and	7.2	For further guidance, refer to the diagram and explanation on the Marina's website and displayed at the Marina office.	14.	BEHAVIOUR AT THE MARINA AND RULES
(c)	Liveboard Rules as set out in the Liveboard Application form (if applicable) and as varied from time to time; and	7.3	The Berth Occupier must ensure the vessel is correctly moored in accordance with the mooring guidelines on the Marina's website and displayed at the Marina office.	14.1	Marina Management may make and vary rules for the Marina from time to time. Notice of the Marina's rules will be displayed in various places at the Marina and at the Marina's office and are effective immediately upon display.
(d)	Any other document published or administered by Marina Management, including any Marina Rules displayed at the Marina and the full is collectively referred to as the Licence.	8.	CHANGE IN NOMINATED VESSEL OR BERTH	14.2	The Berth Occupier and their guests shall at all times comply with the directions of Marina Management, the Marina Rules and any laws, bylaws and good marine practice.
2.2	Marina Management reserves the right to amend the terms and conditions of the Licence upon giving one month's notice to users and Berth Occupiers and may amend the Marina Rules and the Liveboard Rules at any time.	8.1	Prior to making any changes to either the vessel or berth nominated in the Berth & Trailer Park Rental Licence Application, the Berth Occupier shall ensure that:	14.3	All Marina users must conduct themselves in a lawful and reasonable manner towards Marina Management and staff and show consideration for other users of the Marina. Marina Management has zero tolerance for violence, threatening behaviour or deliberate damage to property within the Marina.
3.	TERM OF LICENCE	(a)	The vessel fits the dimensions of the berth as listed on the Berth & Trailer Park Rental Licence Application; and	14.4	The Berth Occupier and their guests must not use or interfere with property belonging to other Marina users or to the Marina (unless designated for communal use).
3.1	The Licence commences on the start date stated in the Berth & Trailer Park Rental Licence and remains in effect until the end of the fixed rental period set out in the Berth & Trailer Park Rental Licence or until otherwise terminated by either party giving the required notice as set out in the Berth & Trailer Park Rental Licence form, or pursuant to clause 19.	(b)	Marina Management agrees to the change before it occurs. A new Berth & Trailer Park Rental Licence Application form must be completed and signed by the Berth Occupier prior to the change occurring.	15.	DAMAGE TO MARINA PROPERTY, INDEMNITY AND SECURITY
4.	RENT, OTHER PAYMENTS AND CONSEQUENCES OF NON-PAYMENT	8.2	If the vessel is sold by the Berth Occupier, the Marina will give priority for continued occupation of the relevant berth to the purchaser of the vessel, but subject at all times to the purchaser otherwise meeting the Marina's usual approval requirements and entering into a new Berth & Trailer Park Rental Licence.	15.1	The Berth Occupier will be liable for all damage to Marina Property including docks, structures, pilings or property in the Marina and or vessels and persons using the Marina arising from any act or omission, neglect or default by the Berth Occupier or its agents, servants, contractors, employees or invitees relating to the use, storage, of the vessel.
4.1	The Berth Occupier agrees to pay the rental, Liveboard surcharges and any other charges for the berth to Marina Management monthly in advance on the first business day of each month and otherwise upon demand, at the rates set out in the Berth & Trailer Park Rental Licence and the Live Aboard Application form or as may be amended from time to time. Marina Management may alter the rental rate or the Liveboard surcharge by the giving of one month's written notice of the revised rental or surcharge and may do so annually. The Berth Occupier may not deduct or set off any sum against the rental payable.	9.	VISITORS TO THE MARINA	15.2	The Berth Occupier shall indemnify Marina Management against any loss, expense, legal liability, claims and costs incurred by Marina Management arising as a result of the Berth Occupier's act or omissions, or from the acts or omissions of others to which the Berth Occupier has contributed or the acts or omissions of any person invited into the Marina by the Berth Occupier (including any contractor retained by the Berth Occupier in respect of any activities of the contractor carried out at the Marina for the Berth Occupier).
4.2	Power consumed by the Berth Occupier will be monitored and charged for monthly. Marina Management has contracted the monitoring and billing process to agents. Berth Occupiers are required to pay invoices for power directly to the supplier or agent.	9.1	The Berth Occupier shall ensure that:	15.3	The Berth Occupier also indemnifies Marina Management against all costs and expenses (including legal costs on a solicitor/client basis) incurred by Marina Management in taking action to demand and/or recover any part of the rental or other money payable by the Berth Occupier under this Licence.
4.3	Power charges may be adjusted by Marina Management by giving 30 days' notice.	(a)	All of its invitees comply with the terms of this licence; and	15.4	To better secure the payment of any sum owing under this licence, including under the indemnities given in 15.1 to 15.3, in the event of default or failure to pay, the Berth Occupier grants a security to the Marina under the Personal Property Securities Act 1999 over all of the Berth Occupier's present and after acquired property.
4.4	All payments are to be paid by the Berth Occupier by direct debit or by pre-arranged deduction from a credit card.	(b)	Any children under the age of 14 and for whom the Berth Occupier or its visitors are responsible, are accompanied by an adult.	16.	NO LIABILITY OF MARINA MANAGEMENT
4.5	Default interest at a rate of 10% will be charged for rental or any surcharges which remain unpaid 10 working days from the due date (calculated from the due date to the actual date of payment).	10.	SUBLETTING OR ASSIGNMENT OF BERTH	16.1	Marina users including Berth Occupiers use the Marina and berth their vessel at the Marina at their own risk.
4.6	Where the Berth Occupier does not pay the rental or other charges payable or does not comply with the conditions in this Licence, Marina Management reserves the right to restrict access to the Marina and to the Berth Occupier's vessel (including by revoking electronic entry gate access). In such a case, Marina Management will allow access to the vessel once a fortnight at a time and date convenient to Marina Management to allow the vessel to be maintained in good order. The Berth Occupier must be accompanied by a Marina staff member on those occasions.	10.1	This licence is not assignable.	16.2	The terms of this Licence are not in any way intended by either party to create a bailment and the Berth Occupier understands that Marina Management accepts no responsibility for the care of any vessel and its contents.
5.	JURISDICTION	10.2	Any subletting of the Berth during the term of this licence must be managed by Marina Management on terms agreed with Marina Management. Marina Management has the right to sublet any berth during an extended absence, in accordance with any subletting policy.	16.3	To the extent permitted by law, Seaview Marina Limited is not under any circumstances responsible or liable for any loss or damage to the vessel; or any loss or damage to other property in or about the Marina (belonging to or in the possession of the Berth Occupier or any other person), whether the loss is attributable to storm or natural disaster, or to acts of other Marina users or the public.
5.1	When a Berth Occupier enters the Marina premises the Berth Occupier and those persons accompanying the Berth Occupier are subject to the rules, terms and conditions outlined in clause 2 above.	11.	POWER AND OTHER SHORE SERVICES		
5.2	When a pleasure craft owned or under the control of the Berth Occupier enters the Marina then the vessel and its occupants are subject to the jurisdiction, terms and conditions outlined in clause 2 above.	11.1	The Berth Occupier shall ensure that the use of any power, water, sewage, pump or other shore service, complies with all of the relevant regulations and rules governing the supply or discharge of power, water, sewage or other shore services.		
6.	OCCUPATION OF BERTH	11.2	Each marina berth has a power pedestal connection and vessels must have an electrical warrant of fitness in order to be plugged permanently into the power outlet.		
6.1	The Berth Occupier shall only use the berth for pleasure boating purposes and not for any commercial or other use purpose unless Marina Management at its sole discretion has approved such a use. Commercial use must be pre-approved by Marina Management and may be subject to further terms and conditions.	11.3	Power use will be separately metered and must be paid for by the Berth Occupier (clause 4.2 and 4.3).		
or		12.	WATER SPACE AND ACCESS RIGHTS		
		12.1	This Licence permits the Berth Occupier to use only the allocated water space of the berth and not any additional surrounding space when mooring. Smaller floating craft and accessories must be stored in a way that avoids damage to the craft, accessories or Marina infrastructure.		
		12.2	In common with others, the Berth Occupier has the right to tie up to the allocated berth structures and has the right of access in, and the use of, the common waterways and pathways of the Marina area subject to such rules as to access and during such hours as Marina Management may specify for the safety security and preservation of good order.		



17.	INSURANCE	20.5	Any vehicle not meeting the requirements of 20.4 may be towed from the Marina (at the registered owner's cost) following reasonable efforts by Marina Management to contact the owner of the vehicle.	DEFINITIONS
17.1	The Berth Occupier shall throughout the term of this Licence keep all of the Berth Occupier's vessel(s), equipment and other property in the Marina fully insured against loss or damage by any reason and/or other usual maritime risks including storm and natural disaster.	21.	EMERGENCY MANAGEMENT	"Berth" means the berth/trailer park in the Marina described in the Berth & Trailer Park Rental Licence Application form, or the preceding Marina Berth or Trailer Park Licence.
17.2	The Berth Occupier shall hold no less than \$5,000,000.00 in public liability insurance.	21.1	Marina Management reserves the right to use the berth in the case of an emergency and also to require the Berth Occupier to vacate the berth if necessary, to allow urgent repairs to be carried out. In such circumstances the Marina Manager may with best endeavours, but shall not be obliged to, provide an alternative berth or mooring.	"Berth & Trailer Park Rental Licence" includes both the Berth & Trailer Park Licence Application form completed and signed by the Berth Occupier or (in the case of an old licence arrangement where no application form was used) the Marina Berth Licence document entered into between the Berth Occupier and Marina Management.
17.3	The Berth Occupier shall, if requested by Marina Management, provide Marina Management with copies of the policies together with a certificate of currency for such policies.	21.2	In emergencies, Marina Management reserves the right to take whatever steps are required to ensure the integrity of the Marina facility. Marina Management's judgment in this respect is at its sole discretion.	"Berth Occupier" means the person(s) or entity named in the Berth & Trailer Park Rental Licence Application form or (in the case of an old licence arrangement where no application form was used) the person(s) or entity named as Licensee in the Marina Berth Licence document entered into between the Licensee and Marina Management.
18.	RIGHT OF LIEN	22.	MARINA MANAGEMENT'S RIGHTS CONCERNING THE VESSEL	"Start Date" means the date specified in the Berth & Trailer Park Rental Licence Application form.
18.1	The Berth Occupier acknowledges Marina Management has the right to a lien over the vessel in respect of all the Berth Occupier's financial obligations and payments under this Licence and Marina Management may seize or secure the vessel until the Berth Occupier makes payment in full.	22.1	Marina Management may enter the vessel (by break in if necessary), or move the vessel, to try to secure or prevent loss or damage to the vessel, the Marina infrastructure or to the environment.	"Facilities" means the foreshore areas, parking areas, causeway, driveways, landscaped areas, toilets, launching ramps and other facilities constructed or placed on, or in, the Marina.
19.	DEFAULT AND TERMINATION FOR BREACH	22.2	Marina Management may move the vessel if it is necessary for work to be done (or for any other reasonable purpose) so long as Marina Management provides an alternative berth of similar dimensions as the berth for the Berth Occupier's use while the vessel is moved. Marina Management may also move the vessel (including on to the hardstand at the Marina) if the vessel is damaged and work needs to be done on the vessel quickly and may undertake or arrange for the work to be done so long as that work is immediately necessary in the circumstances. Such work will be at the Berth Occupier's cost.	"Marina" means the marina facility at Seaview Marina, Lower Hutt in which the Berth Occupier is keeping a vessel and includes the Marina's Structures, access ways, all Facilities and services.
19.1	Failure to adhere to the terms of this Licence (as defined in clause 2) may result in termination of this Licence, revocation of the Berth Occupier's access rights to the Marina and/or a claim being made against the Berth Occupier.	23.	NOTICES	"Marina Management" means Seaview Marina Limited, which owns and runs the Marina business, its successors and assigns, and includes its Chief Executive.
19.2	If the Berth Occupier fails to pay the rental, Liveaboard surcharges or any other charges due under this licence or otherwise defaults on any of the terms and conditions herein, Marina Management may at its sole discretion issue the Berth Occupier with a default notice. Such notice will be delivered by affixing it to the vessel in a prominent position if the vessel is berthed at the Marina and also by giving notice in the manner set out in clause 23.	23.1	All notices to be given under this Licence will be given to the Berth Occupier's last known email and / or postal addresses, and it is the obligation of the Berth Occupier to inform Marina Management of a change of address.	"Marina Rules" means the rules established by Marina Management and those updated and displayed by Marina Management from time to time, including on the Marina's website.
19.3	If the breach as detailed in the default notice is not remedied within 10 working days of the giving of the default notice (or if such breach is not capable of being remedied) then this Licence may, at the discretion of Marina Management, be terminated immediately PROVIDED THAT the Berth Occupier shall remain liable for payment of rental fees and any other charges until the vessel is removed from the Marina. A termination notice shall be delivered as set out in clause 23 and is effective immediately upon delivery as set out in clause 23, or upon such later date as is set out in the termination notice.	23.2	Notices given to the Marina by post must be sent to PO Box 33230, Petone, Lower Hutt or may be hand delivered to the Marina office and given to a staff member. Notices may also be sent by email to admin@seaviewmarina.co.nz	"Liveaboard" has the meaning in clause 6.4.
19.4	On the termination of this Licence, the Berth Occupier shall within 20 working days of termination remove the vessel and all goods and effects of the Berth Occupier from the Marina and in default of the Berth Occupier so doing within, Marina Management without further notice shall be entitled to (but has no obligation to) seize the vessel occupying the berth and sell it and / or dispose of the vessel.	23.3	All notices given under this Licence will be treated as delivered and received: (a) Immediately upon sending by email; or (b) Immediately upon personal delivery to the Berth Occupier; or (c) (d) 5 working days where affixed to the vessel; or 3 working days from the date of posting (if sent by mail).	"Vessel" means the vessel specified in the Berth Rental & Trailer Park Licence Application form or any other vessel nominated by the Berth Occupier by notice in writing to, and accepted by Marina Management.
19.5	Marina Management may at its total discretion either secure the vessel in its berth or alternatively remove the vessel to another berth or to the hardstand.	23.4	Marina Management may also give general notices to users of the Marina by fixing notices in or around the Marina. The Berth Occupier will be considered as having been properly notified of these matters when notice is given in this manner.	"Services" means power, water and any other services provided for the benefit of the Berth Occupier in the Marina.
19.6	Pursuant to clause 19.4, the vessel may be offered for sale by public auction or private contract. Marina Management may apply such of the proceeds of any resulting sale first in satisfaction of Marina Management's expenses incurred in the removal, storage and sale (including administrative expenses and the cost of providing custodians), secondly in or towards satisfaction of any debts or liabilities owed by the Berth Occupier to the Marina plus 10% of those combined sums, and thirdly the remaining proceeds will be paid to the Berth Occupier.	24.	DISPUTE RESOLUTION	"Structures" means the breakwater, fingers, jetties, fuelling jetty, loading jetty, piles and other structures constructed or placed on or in the Marina.
19.7	The Berth Occupier hereby irrevocably appoints Marina Management to be the attorney of the Berth Occupier to execute all documents and to do all things as are necessary to give effect to such sale under this clause.	24.1	Except where urgent interlocutory or injunctive relief is sought: (a) Marina Management and the Berth Occupier ("the parties") may not commence any Court proceedings relating to a dispute under this Licence unless they have complied with clauses 24.1(b) to 24.1(c) inclusive. (b) A party to this Licence claiming that a dispute has arisen must, within 20 working days of the dispute arising, give written notice to the other party specifying the nature of the dispute. (c) Once such notice has been given, the parties must first endeavour to resolve the dispute using informal dispute resolution procedures, including mediation. (d) In the event that the parties cannot resolve the dispute through informal dispute resolution procedures then unless the dispute falls within the jurisdiction of the Disputes Tribunal, the matter will be determined in the District Court.	"Termination Date" means the date specified in the Berth Rental & Trailer Park Licence Application form, or a date specified in a notice to terminate this Licence giving the required written notice period as described in the Berth Rental & Trailer Park Licence Application form.
20.	ABANDONED, UNSEAWORTHY OR ILL-REPAIRED VESSELS OR VEHICLES	25.	HARDSTAND / HAUL OUT CONCESSIONS	"Working Day" has the same definition as in the Interpretation Act 1999.
20.1	The Berth Occupier shall keep any vessel occupying the berth in good serviceable condition and repair (including the hull of the vessel) and so as not to obstruct, interfere with or endanger the environment or other vessels navigating or berthed in the Marina.	25.1	Marina Management will provide the Berth Occupier with hardstand and haul out concessions as compared to external clients. These concessions will be at the discretion of Marina Management.	
20.2	Should the Berth Occupier fail to comply with clause 20.1, Marina Management may serve a notice on the Berth Occupier requiring the Berth Occupier to remedy specified areas in default within a reasonable period of time.	26.	PETS	
20.3	If the Berth Occupier fails to comply with a notice issued under clause 20.2 within the time specified, Marina Management may at its total discretion invoke the default and termination procedure as outlined in clause 19.	26.1	Pets and owners must comply with the Marina's Pet Code of Conduct. Pet approval may be revoked if your pet becomes a nuisance (including excessive noise or barking), or if Marina Management has animal welfare concerns that are not addressed to Marina Management's satisfaction. Marina Management reserves the right to require that your pet be removed from the Marina in such circumstances.	
20.4	All motor vehicles parked at the Marina must have a current registration and warrant of fitness and must be in roadworthy condition.			



MARINA RULES

To ensure that seaview marina is a safe and enjoyable place to store a boat and spend time in, the following rules will apply to all users including berth occupiers and visitors.

These rules are in addition to the terms and conditions set out in the Berth & Trailer Park Rental Licence, the Berth & Trailer Park Rental Licence Terms & Conditions, the Liveaboard Application, Pet Code of Conduct and any other document published or administered by Marina Management for the purpose of managing the Marina.

These rules may be amended or varied by Seaview Marina Limited from time to time.

Marina means both Seaview Marina Limited and the Marina land and waters owned by it. Management means the Chief Executive and includes staff employed by the Marina.

You MUST:

1. Moor their vessel securely and safely as directed by the Marina. All fittings and mooring lines must be of suitable strength, design, and condition to adequately secure the vessel at all times. No shackles are permitted on mooring lines. 'Seaview Marina Mooring Line Guidelines' are available in the office.
2. Secure all halyards, lines, ropes, rigging and sheets on the vessel so they do not make any noise.
3. Keep the vessel in a good serviceable condition.
4. Keep the berth, park and other areas within the Marina in a clean and tidy state and prevent accumulations of equipment and rubbish.
5. Keep and maintain suitable firefighting apparatus on the vessel and take all reasonable steps to minimise fire hazard.
6. Only use the vessel's toilet facilities if the vessel is fitted with effective black water holding tanks so that no sewage enters Marina waters.
7. Comply with the Marina Pet Code of Conduct, ensure dogs are kept on a leash at all times while within the Marina grounds and clean up after them.
8. Report any incidents, threats, or damage to other vessels, property or persons within the Marina grounds to Marina Management as soon as possible.
9. Immediately notify Marina Management if you cause or observe a spill of sewage, oil or other petrochemicals, rubbish or other noxious substance in the Marina waters.

You Must NOT:

10. Discharge or dispose of any substance of any kind including (but not limited to) sewage, rubbish, oil, fuel, contaminated bilge water or other noxious substance on the Marina or into its waters or into the water near the Marina. Vessels fitted with a toilet must have a functioning black water holding tank and must be managed in a way that meets all applicable government and local government rules and regulations for the discharge of contaminants so as not to create an environmental hazard within the Marina or Wellington Harbour.
11. Decant or transfer fuel within the Marina except using the dedicated hardstand fuelling station.
12. Weld or use an open flame without a permit issued by the Marina (use of small onboard BBQs is permitted).
13. Moor, sail or manoeuvre any vessel so as to create a danger or impediment or obstacle or inconvenience to any other Marina users.
14. Navigate any vessel on the water at a speed greater than 5 knots or in such a manner that the vessel's wake causes damage or discomfort to other property or persons.
15. Store any property, gear or equipment on the Marina including walkways, fingers or foreshore without the permission of Marina Management.
16. Alter, modify or make addition to the berth or adjacent structures without the Marina's consent.
17. Live on the vessel while moored in the Marina or permit anyone else to do so without approval of Marina Management. To live on the vessel means to stay overnight on the vessel for more than three consecutive nights during a calendar week (to a maximum of six nights in one calendar month). To apply to live aboard and to view the Liveaboard Rules please see the office and complete an application.
18. Stay overnight in any vehicle or in any vessel that is parked in the marina car park, trailer boat park or on the hardstand at the Marina.
19. Use any vehicle parked at the Marina for storage.
20. Consume alcoholic beverages in the Marina except on private vessels or on licensed premises.
21. Engage in any conduct that adversely affects the peace, enjoyment or privacy of Marina staff or other users of the Marina. No violence or threatening behaviour will be tolerated.
22. Swim, dive or engage in any other underwater activities in the Marina. Diving to remove marine growth from vessels or equipment is not permitted. Diving may be approved in the Marina subject to such conditions that the Marina may stipulate from time to time. All divers must register with the Marina prior to entering the water.
23. Fish or fillet fish within the Marina.