

**These Rules apply to all Berth occupiers and users of Westhaven Marina and its Facilities.**

Defined Terms In these Rules:

“DA” means Development Auckland Limited.

“Berth” means the marina berth and facilities used by you from time to time within Westhaven.

“Vessel” means your boat in Westhaven.

“We”, “our” and “us” mean DA, a manager of Westhaven, and include DA’s employees and agents.

“Westhaven” means the marina and facilities known as “Westhaven Marina”. It includes pier structures, grids, amenity blocks, foreshore, administration and parking areas and ramps.

“You” and “your” mean you as the joint or sole owner of, or person responsible for or in control of, the Vessel, and include your users, passengers and invitees.

Compliance with Legal Requirements and Instructions

1. You must, in using the Berth and the Vessel, at all times comply with these Rules, all legal requirements or notices affecting or relating to the Berth and/or the Vessel, and any instructions from Westhaven staff.
2. You are responsible for ensuring your users, passengers and invitees comply with these Rules.

Vehicles in Westhaven

3. All Vehicles parked in Westhaven must be Licensed and hold a current Warrant of Fitness.
4. Parking in the “yellow parallel lines” is only for authorised licensee users displaying a permit. All other users should use the white parking spaces.
5. Parking permits must be displayed in the front windscreen of any vehicle parked in a permit parking area, with permit dates clearly visible. Failure to display this permit may result in the vehicle being towed at the owner’s expense.

Fastenings and Security of Vessel

6. You must provide adequate mooring lines for the Vessel. If the mooring lines are inadequate for any reason we have no liability and you indemnify us against all resulting claims.
7. We may require you by notice to repair inadequate mooring lines. You must comply in the notified time.
8. If you fail to comply with such request, we may repair such mooring lines on your behalf and recover all associated costs from you.

No Alterations

9. You cannot make any alterations or additions to the Berth without our prior written approval.

Maximum Dimensions of Boat

10. 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.

If this occurs because you have misrepresented your Vessel’s dimensions to us, DA may either immediately terminate your right to use your Berth without compensation, or relocate your Vessel to a suitably sized berth and require you to pay additional charges and relocation costs.

Use of Facilities for Pile Mooring Users

11. Load ‘N Go berths are available on the ends of U, V and W piers for a maximum period of 30 minutes. These are the only loading zones available. Water is available on the Load ‘N Go berths. Sewer pump-out is available on piers U and Z.

No work of any kind may be undertaken on the Load ‘N Go berths. Subject to availability, a berth may be rented for maintenance within the terms of the Westhaven Maintenance Guidelines, (available from the marina office).

Electrical Connections

12. All Vessels connected to a Westhaven Marina electrical power outlet must have a current Electrical Warrant of Fitness, as required by the Electricity Regulations and the current AS/NZS standards.

Pile mooring users – no electrical supply is provided on the Load ‘N Go berths. Do not use the power supply to a private berth under any circumstance. If power is required a berth must be arranged through the marina office. Special rates apply.

No Pollution

13. You shall not pollute Westhaven or discharge into the Westhaven boatharbour, any poisonous, noxious, dangerous or offensive substance or thing. You shall not discharge any sewage or empty toilet waste into the Westhaven boatharbour. Disposal of waste material may be made into suitable receptacles we provide.
14. Your Vessel must be equipped with either a sewage holding tank that can be discharged into a land-based pump out facilities provided at piers U and Z.

Animals

15. No pets or animals are permitted in Westhaven without our consent. You must comply with our conditions of any consent. You must clean up any pet fouling left by your pet or any animal under your control.

No Swimming

16. You must not swim or dive in Westhaven. Underwater maintenance of Vessels is allowed subject to any reasonable directions we give.

Navigation in the Marina

17. You must moor your Vessel at your Berth and manoeuvre your Vessel so as to avoid creating a danger, obstacle or inconvenience to other users, or obstructing public rights of navigation.

No Noise Nuisance

18. All ropes, rigging and sails on your Vessel must be secured so they do not create noise. You shall not create a noise nuisance, whether through parties or the



# MARINA RULES

## No Storage on Marina

19. You shall not store any of your property anywhere on your Berth finger or in Westhaven without our permission.

## No Alcohol

20. You shall not consume alcohol in Westhaven except on private Vessels or licensed premises.

## Use of Fire Hoses

21. You shall not use the fire fighting equipment for any other purpose than the fighting of fires.

## Safety Restrictions

22. You shall not store or bring into Westhaven any flammable liquids, gases or goods without our permission. The lighting of fires within the marina is prohibited.

## Refuelling

23. You must not refuel any boat in the Westhaven boatharbour except from suitable containers or at permanent refuelling facilities.

## Children

24. You shall not permit or allow any child under the age of 12 years you are responsible for to enter into Westhaven unless accompanied by an adult.

## No Unlawful Activities

25. You shall ensure that no unlawful activities are conducted from, or on, the Vessel or the Berth or within Westhaven.

## Living on Board

26. You shall not live on board the Vessel or elsewhere in Westhaven without our permission. Sleeping overnight on the Vessel for more than one night per week constitutes living on board.

27. If you are given permission to live on board the Vessel you may be charged a live on board surcharge as applicable at the relevant time.

28. Strictly no staying on board permitted on the pile moorings or trailer parks.

## Maintenance Policy

29. Westhaven Marina has a Maintenance Policy that assists users understand what maintenance items can be completed whilst your vessel is in the Marina.

30. Westhaven Marina is a recreational Marina and not a Marina where significant maintenance should be undertaken or planned.

## Health and Safety

31. Copies of the Westhaven Hazard Register, Safety Commitment, Fire Procedure and Code of Practice are available for viewing at the marina office.

## Advertising

32. Letter drops are not permitted in Westhaven. You must not place any promotional material on Vessels or Berths in Westhaven.

### **WESTHAVEN MARINA**

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