

WESTHAVEN GRIDS

Westhaven Marina has two inspection grids located at the eastern side of Z Pier that can be booked and used by both Westhaven customers and those who are not Westhaven customers.

A Westhaven customer is defined as a person who licences (or will licence) a berth within Westhaven Marina for more than 14 days immediately before or after the date on which a grid is used.

Please note there is a 10 tonne limit for vessels entering a grid. The grids are provided so that users can complete the following:

1. Survey of the vessel
2. Maintenance of hull fittings
3. Rudder or propeller works
4. Zinc anode changes.

The grids **cannot be used for:**

1. Hull maintenance
2. Washing, scrubbing or scraping of the hull
3. Wet or dry sanding of the hull
4. Painting of the vessel
5. Applying anti-foul onto the hull.

HOW TO APPLY TO BOOK A GRID

1. Complete this application form, with your name and contact details.
2. Declare what type of work you wish to complete whilst the vessel is on the grid.
3. If you are not a Westhaven customer, make advance payment of the relevant fees.
4. Deliver the application form to the Marina office at least 24 hours before the requested booking date.
5. Pick up keys, a Z Pier parking pass, and sign grid sheets.
6. When finished leave the keys at the **DROP BOX** situated at the gate entrance to Z Pier.

FEES FOR NON-WESTHAVEN CUSTOMERS

A fixed fee of \$75 for applicants who are not Westhaven customers is payable at the time of application. The fee covers up to 25 hours of use of one grid.

INSPECTION

Vessels on the grids are under full surveillance to ensure there is no breach of these grid rules whilst vessels are on the grids. If we consider that you have breached the terms and conditions (overleaf) you will be asked to stop work and you will not be permitted to access the grids in future.

APPLICATION FORM

Name: _____

Westhaven Berth No: _____

Street Address: _____

Cell Phone: _____

Email: _____

Vessel Name: _____

Make & Type: _____

Length: _____

Beam: _____

Draft: _____

Weight: _____

Intended use of the grid: _____

INSURANCE

A valid 'certificate of currency' evidencing that protection and indemnity insurance (for at least \$5 million per claim), to cover third party loss, is in place

for the vessel must be either held by or provided to the Marina office before any vessel is able to use the grids.

Insurance Company: _____

Insurance Cover: Marine Hull and Protection and Indemnity OR Protection and Indemnity only

Policy No: _____

Expiry: _____

DATE OF USE

Date & Time of Arrival: _____

High Tide Height & Time: _____

DECLARATION

Please acknowledge each of the following statements:

- I have previously used a tidal grid and understand how to secure my vessel safely.
Please nominate to the marina office where and what type of vessel you have placed on a grid.
- I will not scrub or scrape the vessel's hull.
- I have read the rules listed over the page.

I agree to abide by the grid terms and conditions overleaf. I have accurately declared the purposes for which I intend to use the grid.

Signature: _____

Name: _____

Date: _____



INSPECTION GRID APPLICATION

Grid Use Terms and Conditions

1. Licence: Panuku Development Auckland Limited as manager for Westhaven Marina Trust Limited agrees to licence the applicant named over (the "User") to use an inspection grid at Westhaven Marina (a "grid") upon the following terms and conditions.

2. Usage: The User agrees to use the grid for the sole purpose of carrying out minor maintenance on their vessel, which shall be limited to surveys, maintenance of hull fittings, rudder or propeller work, and zinc anode changes. The User must capture all residue, dispose of it properly and safely, and ensure that it does not enter any nearby drains or the Marina. The grid may NOT be used for hull maintenance including washing, scrubbing, scraping, wet or dry sanding, water-blasting, painting or applying any anti-foul.

3. Access to the grid: No vessel arriving from overseas may access the grid unless it has been cleaned since it entered New Zealand. In any event, no vessel may access the grid unless the vessel has been cleaned within the previous three months.

4. Payment: Non-Westhaven customers are required to pay a fee for the use of a grid. The fee is \$75 per 25-hour period from the commencement of one high tide to the commencement of the next high tide, or part thereof. The fee is payable at the time of application. The fee is not applicable to Westhaven customers who are permitted to use the grids free of charge.

5. Bookings: The Marina Office will be open between the hours of 0730 and 1700 Monday to Thursday, and 0730 to 1630 Friday for all bookings, completion of grid related paperwork and agreements, and payment.

6. Term of use: Where the User is permitted to access the grid, such access shall be for a 25-hour period, running from the commencement of one high tide to the commencement of the next high tide (the "period of use"). The User must vacate the grid no later than the commencement of the second high tide.

7. Extension of Term of Use: If the User wishes to extend the period of use described at clause 6, the User shall notify the Marina office and, subject to the availability of the grid and the User not being in breach of these terms and conditions, the Marina office may authorise the User to extend the period of use until the next high tide. The User will pay the \$75 fee for each extension to the period of use.

8. Number of persons permitted on the grid: While the vessel is positioned on the grid no more than three persons (including the User) shall be permitted in or on the vessel or the grid area.

9. Conditions for the use of the grid:

- a. No vessel of more than 10 tonnes displacement is permitted to use the grid.
- b. Only the vessel named and described overleaf is permitted on the grid during the period of use.

- c. The User shall ensure that the vessel is positioned and settled on the Grid in a vertical position prior to commencement of work.
- d. The User shall ensure that the vessel is well secured fore and aft and athwart ships between the vessel's mast (or other suitable fitting) so as to be kept level and vertical throughout the period of use. All lines must be attached to strength members of the grid structure piles.
- e. The User shall remain with the vessel and ensure the lines are adjusted as necessary from the time of entering the grid until the vessel is well settled on the bottom and confirmed as securely in position on the grid.
- f. The User shall not permit or allow any children under the age of 12 years to enter the Marina or the grid area unless accompanied by an adult.
- g. The User shall not engage in any swimming, diving or underwater activities within the Marina (including the grid), and shall ensure any other persons comply with this condition.
- h. The User shall not discharge any contaminant or waste materials into the Marina water or seabed.
- i. The User shall abide by the rules and bylaws promulgated by Westhaven Marina from time to time, including but not limited to the requirements set out in the A-Z Guide.

10. Statutory Compliance: In using the grid, the User shall comply with the requirements of the Resource Management Act 1991 and the Health and Safety at Work Act 2015 and all other applicable legislation, and shall ensure any other person using the grid complies with their obligations. The User shall notify the Marina office immediately of all accidents, injuries, near-misses or spills that occur in connection with the use of a grid. The Marina will monitor the use of the grids but will not supervise the usage, and is relying on the User to comply with these terms and conditions and act in a manner that ensures their own safety and the safety of other persons. Any User who breaches these terms and conditions will not be permitted to use the grids in the future.

11. Risks: To the extent permitted by law, Westhaven Marina shall not be liable (in negligence or otherwise) and accepts no responsibility, for any loss or damage to the vessel or to any other property of the User or any third party, or for any injury, loss, or damage sustained or suffered by the User or any other person in the Marina howsoever such injury, loss or damage may occur, and whether or not attributable to the acts or defaults of Westhaven Marina or its servants, agents, contractors or otherwise howsoever. Westhaven Marina makes no representations or warranties as to the adequacy or otherwise of the Marina, or the grid, or any other part of the facilities of the Marina.

12. Insurance: The User shall at all times maintain protection and indemnity insurance (to cover any third party loss caused by the User or the vessel) for at least \$5,000,000 per event or claim. Westhaven Marina also recommends that the User maintains marine hull insurance (to cover any loss or damage to the vessel), and insurance for any other property owned or brought on to the Marina by the User and/or invitees of the User. The User shall provide a detailed certificate of currency evidencing such insurance to the Westhaven Marina office.

13. Acceptance: Westhaven Marina reserves the right to accept or decline an application for use of the grid (in its sole discretion).

