

# Whangaroa Marina Terms and Conditions

## SUMMARY

### APPLICATION OF TERMS AND CONDITIONS

1. **ENTERING THE MARINA:** Every person entering the Marina, for any purpose and by any means shall be deemed to agree to be bound by the full Terms and Conditions (clause 1.1).
2. **FULL TERMS AND CONDITIONS:** The Full Terms and Conditions can be viewed at [www.whangaroamarina.co.nz](http://www.whangaroamarina.co.nz) (clause 1.4) or a copy obtained from the Marina Office.

### SAFETY and SEAMANSHIP

3. **NO WAKE ZONE:** The marina is strictly a “No Wake Zone” with a maximum speed of 5 knots providing that at this speed the vessel does not make wake. (clause 17.1).
4. **NZ MARITIME RULES: COLLISION PREVENTION:** These rules apply to all approaches to the marina and within all fairways of the marina (clause 17.2).
5. **VESSELS PROPELLED BY ENGINE:** Use of sails or oars is forbidden unless in an emergency (clause 17.3).
6. **NO REFUELLING:** No vessel may be refuelled anywhere in the marina (clause 21.13).
7. **MOORING OF VESSELS:** Must comply with marina standards. An Occupier is responsible for the security of his vessel and all lines, cleats or other fasteners (clause 10).
8. **CCTV:** Cameras operate in the marina and environs (clause 13.2).
9. **SHORE POWER:** If connected to shore power vessels must have a current EWOFF and all leads tagged and inspected annually. Leads not to be wound around plinths, fixed to cleats or left on the marina when not in use (clauses 14.2 and 14.3).
10. **HOSES:** Not to be wound around plinths or left on marina when not in use (clause 14.5).
11. **CONTRACTORS:** All contractors including valets must have insurance and report to the marina management and sign into the Contractors Log book before commencing work. The Occupier is responsible for any Contractor working on his vessel whether or not the Occupier is present when the work is being undertaken. (clause 18.0).
12. **WORKING PRACTISES:** While a vessel is on a berth, permitted work is limited to minor running repairs or minor routine maintenance. An Occupier will not cause any noise, dust, pollution, nuisance or annoyance to other Occupiers or users of the marina or cause any damage to any vessel, walkways, pontoons or any marina equipment (clause 19.0).
13. **INSURANCE:** All vessels must have current insurance and a copy of the certificate provided to the WMMT (clause 22.0).
14. **ELECTRICAL WARRANT OF FITNESS:** Any vessel connecting to shore power must have a current EWOFF and certified and tagged lead (clauses 14.2 and 14.3).

### GENERAL RULES

1. **NO SWIMMING** (clause 22.8).
2. **NO FISHING** (clause 22.8).
3. **NO DIVING** (clause 22.8).
4. **DOGS MUST BE ON LEADS** and must not foul the marina or marina waters. (clause 22.6)
5. **CHILDREN UNDER THE AGE OF 12 MUST BE ACCOMPANIED BY AN ADULT** (clause 22.7).
6. **NO BICYCLES OR OTHER VEHICLES:** No bicycle, scooter, skateboard, motorcycle or any other vehicle may be used anywhere on the marina (clause 22.15).
7. **NO NOISE DISTURBANCE:** Silent period from 11.00pm to 8.00am. All halyards, lines etc. secured to prevent noise (clause 22.10).
8. **TROLLEYS:** Must not be left on or obstruct walkways or fingers and must be returned to trolley parks when not in use in a clean and tidy fashion free of fish blood, debris, rubbish, oil or grease or any other liquid (22.16).
9. **LIVING ABOARD:** No person may live aboard a vessel for more than 8 nights in any 30 without the express permission of WMMT (clauses 22.3, 22.4).
10. **NO POLLUTION OF MARINA OR DISCHARGE OF SEWERAGE:** No poisonous, noxious, dangerous, offensive substances or sewerage may be discharged in the marina or its waters. (clauses 22.1, 22.2).

