



WHITIANGA MARINA SOCIETY INCORPORATED

Box 66 Whitianga

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April 2010

Whitianga Marina - Contractors License.

The Committee of the Marina advises that Contractors wishing to undertake work in the confines of the Marina should have been issued with a Contractors License.

The purpose of the Licence is to ensure Contractors are carrying adequate, and correct current Public Liability Insurance. The types of Public Liability Insurance policies are normally required are as follows.

1. For contractors working with-in the marina but not on Boats, Public Liability insurance with a minimum limit of indemnity \$5,000,000.00.
2. For a contractor working on boats, normally not more than 7 – 9 metres, with-in the marina, for which a watercraft service and repair extension is suitable, Public Liability insurance with a minimum limit of indemnity \$5,000,000.00 which also includes a watercraft service and repair extension of no less than \$250,000.00.
3. For Contractors who's work is primarily on boats, Public Liability insurance with a minimum limit of indemnity \$5,000,000.00 & Ship Repairers Liability Insurance with a minimum limit of indemnity \$5,000,000.00.

A copy of your current Insurance Policy must be held at the Marina office. A new copy of the Policy must be supplied to the Marina office upon each renewal of the Policy e.g. annually. Licenses will be issued annually in July to commence in August and will require renewing each year. The annual fee for the Licence is \$30.00.

*Only Contractors issued with a current Contractors Licence will have their Security Cards enabled. Failure to complete and return the enclosed Licence form with full payment by **31st August** will mean cancellation of all security access cards and no further work may be done within the confines of the Whitianga Marina.*

Whitianga Marina Society.

Darryl Smith
Manager



TRADESMAN LICENCE TO PROVIDE SERVICES

LICENSEE DETAILS

Company Name: _____

G.S.T. Registration No.

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Contact Name: _____
(If different from above)

Phone Bus: _____

Contact Address: _____

Residential: _____

Mobile: _____

Email: _____

SERVICES

Description of Services to be provided: _____

LICENCE DETAILS (OFFICE USE)

Term of Licence Commencement Date: - Termination Date:

Security Card Number/s _____

ACCEPTANCE DETAILS

I have read, understood and accept the Rules and Terms and Conditions of this Licence Agreement and agree to be bound by them.

In particular I have read paragraph 7 (d) of the Terms and Conditions and I have in place the appropriate Insurance pertaining to the work I will be undertaking at the Marina.

Signed by the Licensee _____ Please print name _____
(or on behalf of)

Licence authorised by _____ (as agent of Whitianga Marina Society)

Dated this _____ day of _____ 20 ____

**WHITIANGA MARINA SOCIETY INCORPORATED
LICENCE TO PROVIDE SERVICES
TERMS & CONDITIONS**

- 1. Definition:** In this Agreement –
Licensee means the party named in the Licence as being licensed to provide services at the Whitianga Marina.
The Society means Whitianga Marina Society Incorporated.
Services means such services of the Licensee as specified in the Licence.
- 2. Term of License:** this License shall be for the term specified in the License.
- 3. License Fee:** the License fee specified in the Agreement shall be paid by the Licensee to the Society prior to commencement of the License.
- 4. Provision of Service:** provision of services at Whitianga Marina shall at all times be subject to all directions and regulations of the Society including but not limited to any notices referred in paragraph 12 hereof, and to the Marina Rules printed on this form and on any separate form of Marina Rules handed to the Licensee contemporaneously with the signing of this License. The directions and regulations may include but are not limited to defining the area or areas in which the Licensee may provide his services, the use of and duration of use of utilities provided by the Society, all aspects of use of the facilities of the Society and other matters as the Society may in its sole discretion consider necessary or appropriate for the overall management and use of the facilities at Whitianga Marina. Any failure by a Licensee to comply with any direction or regulation shall amount to a breach of this License by the Licensee. (Refer Clause 10).
- 5. Risk and Liability:** the Licensee acknowledges and agrees that the he/she enters Whitianga Marina and provides services entirely at his/her own risk and the Society shall not in any way be liable to the Licensee or any other person in negligence or otherwise for any loss or injury sustained by the Licensee or any other person while the Licensee is at Whitianga Marina.
- 6. Indemnity:** the Licensee hereby indemnifies and keeps indemnified the Society against all actions, claims, losses or liabilities arising from or connected with the Licensees activities at Whitianga Marina. The Licensee further agrees to compensate, pay, indemnify and hold indemnified the Society in respect of any loss or damage to any of the equipment or facilities of the Society caused wholly or in part by any act or omission on the part of the Licensee or breach of these terms and conditions by the Licensee.
- 7. Miscellaneous obligations of the Licensee:**

 - (a) The Licensee shall not advertise or hold himself/herself out as being licensed or permitted to provide services at Whitianga Marina.
 - (b) The Licensee shall at all times conduct his/her business in a clean and tidy manner and shall not be a nuisance or cause annoyance or damage to any other person or property or to the Society.
 - (c) The Licensee shall not pollute or permit the pollution of the Marina or discharge into the Marina or its waters any poisonous, noxious, dangerous or offensive substance or thing and further he shall not dispose of any garbage, oil, fuel or other materials whatsoever at the Marina except into the containers which may be provided by the Society. The failure of the Society to provide containers shall not derogate from the Licensee's obligations under this provision.

(d) The Licensee shall indemnify the Society, throughout the term of the License, by having in force appropriate Insurance, as listed, relating to the type of work the Licensee wishes to undertake.

1. For a contractor working with-in the marina but not on Boats, Public Liability insurance with a minimum limit of indemnity \$5000000

2. For a contractor working on boats, normally not more than 7 – 9 metres, with-in the marina, for which a watercraft service and repair extension is suitable, Public Liability insurance with a minimum limit of indemnity \$5000000, which also includes a watercraft service and repair extension of no less than \$250000.

3. For Contractors who's work is primarily on boats, Public Liability insurance with a minimum limit of indemnity \$5000000 & Ship Repairers Liability Insurance with a minimum limit of indemnity \$5000000.

(e) The Licensee agrees that he/she shall comply with all obligations under the Health & Safety in Employment Act 1992 and Regulations.

8. Termination

(a) Either party may terminate this License at any time by giving written notice to the other party

(b) The Society, may terminate this License forthwith and without formal notice in the event that:

(i) There is a breach by the Licensee or his employees or agents of any of the terms or conditions of this License.

(ii) The Licenses of his/her employees or agent fails to comply with any direction or Regulation given by the Society pursuant to Clause 5 hereof.

(c) On the termination hereof the Licensee shall promptly remove from the Marina all his/her goods and effect and in default of his/her doing so the Society shall be entitled to revoke the same to any convenient place and to contract for safekeeping thereof and for payment of storage and insurance fees as agent for the owner and all expenses thereby incurred shall be payable by the Licensee to the Society who may sue for and recover the same as liquidated damages.

(d) The Licensee shall indemnify the Society against all liabilities, fees and expenses, incurred in respect of such removal or storage or any matter arising the rout and whatsoever the Society shall do in good faith in respect of such removal or storage or any matter arising there out and whatsoever the Society shall do in good faith under this clause shall be deemed to be done as agent for and with full authority and at the rise of the Licensee.

9. **Lien:** in the event of there being any License fee, other money owing and remaining outstanding by the Licensee to the Society for or in connection with the License, the Society shall be entitled to seize and take possession of the Licensee's goods and effects and shall have a general lien in respect thereof until all sums due by the Licensee to the Society have been paid in full. Such lien shall be subject to the following conditions:

(a) The Society shall, after exercising any right of lien, give to the Licensee notice of the goods and effects.

(b) In the event of the money due to the Society remaining outstanding for twenty one (21) days after the giving of notice, the Society shall be entitled without further notice to sell the goods by such means as it thinks fit.

- (c) After any such sale the proceeds of sale shall be applied first towards the expense of seizure and sale, secondly in payment of monies due to the Society, and thirdly the balance shall be paid to the Licensee.
- (d) In the event of the proceeds of sale being insufficient to satisfy the money owed to the Society, the Society may proceed to recover such deficiency or balance from the Licensees in any manner available to it.
- (e) The Society shall not be responsible to the Licensee or anyone claiming through the License in respect of any claims, losses or liabilities which may arise in connection with the exercise by the Society in good faith of its rights pursuant to this clause.

10. Transfer of Assignment: this License shall not be assignable or transferable by the Licensee.

11. Notices: the Licensee acknowledges that he/she has observed and read and will take cognisance of all notices, warnings or conditions displayed at or about the areas where the Licensee is authorised to provide his/her services.

12. Notices to Licensee: any notice which the Society may be required to give the Licensee may be delivered to the Licensee personally or may be given by posting the notice in a registered letter to the Licensee at the last address of abode or business in New Zealand know to the Society.