

# WHITIANGA MARINA SOCIETY INC

PO Box 66 Whitianga

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Email: info@whitiangamarina.co.nz

I/We wish to apply to the Whitianga Marina Society Inc. for:			
			Please circle
1)	Boat Ramp Pass*	\$450** per year	Yes/No
2)	Secure Trailer Park*/***	\$2,354** per year	Yes/No
3)	Dinghy Rack Pass	\$100.00 per year	Yes/No
	icences/Passes are valid August to July. You will require a security card to access the Secure Trailer Park and Boat Ramp areas. *Fee includes membership fee. **Includes access to Boat Ramp		
4)	Security Card Made up of \$25.00 deposit (refund	\$35 dable when card returned), and \$10.00 administration fee.	Yes/No
Name:Address:			
Telephone:        Mobile:			
Email address:			
Boat Name/Length:Type:			
Boat Insurance: Current certificate of insurance supplied Y N			
Signed:		Date:	
90	ocurity Card No:	Kov No:	

#### POLICY LO - BOAT LAUNCHING RAMP USE

The Management Committee reserves the right to change policies at any time.

- 1. Boat Launching Ramp Permits are issued to Boat Launching Ramp Users on an annual reviewable basis to the next succeeding 31<sup>st</sup> July.
- 2. Payment of the prescribed Boat Launching Ramp User fee plus the Society Membership fee entitles the Boat Launching Ramp User to use the Marina Boat Launching Ramp to launch and retrieve one trailer boat and to purchase one security access card only.
  Such card will remain active whilst the holder remains current financially and does not have any unpaid fines or unresolved Notices of Breach.
- 3. The vessel normally using the Boat Launching Ramp is to be <u>designated</u> and display the current Boat Launching Ramp Permit.
- 4. Boat Launching Ramp permits are numbered and prefixed as follows:

BR Boat Launching Ramp User
STP Secure Trailer Park User
BH Berth Licensee User

- 5. No more than three vehicles with trailers are to be inside the marina security gates at any one time.
- 6. When waiting to enter through the gates, the Boat Launching Ramp User will wait in such a place so as not to obstruct normal traffic flow in and out of the hard stand.
- 7. The marina does not provide wash down facilities for boats, trailers or cars etc.
- 8. Unless prior arrangements with the Marina Manager have been made, the security access card is <u>not to be used</u> for the launching or retrieval of any vessel other than the designated one.
- 9. Misuse of the security access card such as passing on to another person or multiple launching will result in the deactivation of the security card and cancellation of the Boat Launching Ramp Permit.
- 10. Vehicles and trailers are not to be parked in the Marina area.
- 11. The Boat Launching Ramp User may not assign, sublet, charge, transfer, loan or otherwise dispose of or part with the Boat Launching Ramp Permit.
- 12. If the Boat Launching Ramp User no longer requires their Boat Launching Permit then it is relinquished to the Marina Society to be offered as per Policy # L2. The key and security access card must be returned to the Marina Society.
- 13. The Boat Launching Ramp User agrees to comply in all respects with Rules and Policies of the Whitianga Marina Society Incorporated.
- 14. All boats, trailers and vehicles entering the Marina area and using the Boat

- Launching Ramp must have a minimum of current third party insurance.
- 15. Failure to comply with the insurance requirement will result in the suspension of the security access card. Details of the minimum of current third party insurance will be required to be provided to the Marina office to reactivate the security access card.
- 16. The Boat Launching Ramp User may also use the shower and toilet facilities provided by the Marina.
- 17. The Boat Launching Ramp User must comply with the No Wake Speed limit within the confines of the Marina Basin.
- 18. The Boat Launching Ramp User uses the Marina Boat Launching Ramp entirely at the Boat Launching Ramp User's risk in every respect.
- 19. The Boat Launching Ramp User and their invitees must recognise that the Southern Reclamation tar-sealed area including the Hardstand is designated a Dangerous Work Place, and should be treated as such and, as well, the Marina Travelift has right of way at all times.
- 20. The Society shall have no liability to the Boat Launching Ramp User or any other person in respect of any damage or loss suffered by the Boat Launching Ramp User arising from the use of the Marina Boat Launching Ramp.
- 21. By accepting the Boat Launching Ramp Permit, the Boat Launching Ramp User (the "User") indemnifies the Society against all claims from the use of the Marina Boat Launching Ramp by the User, the User's employees, agents or invitees.
- 22. All holders of Boat Launching Ramp Permits shall be Members of the Society.

#### **L1 – NUMBER OF RAMP USERS**

1. Restricted to 250 including 35 Secure Trailer Park Users.

# **L2 – BOAT LAUNCHING RAMP WAITING LIST**

- 1. There is a waiting list for the Boat Launching Ramp Users.
- 2. Each application for inclusion on the list should be on the standard form, numbered and include information, if available, of the intended designated vessel.
- 3. The applicant's position on the waiting list is strictly determined by the time the application was made.
- 4. A position on a waiting list cannot be passed on or swapped.
- 5. On a vacancy becoming available for a Boat Launching Ramp User, the offer to take up that vacancy is made in strict order of the waiting list.
- 6. The applicant on the top of the list will be contacted with the offer using the details

- provided on their application and will have 10 days to either accept or decline the offer.
- 7. If the offer is declined or the applicant does not respond to the Marina Society within the 10 days, then the offer will be made to the next applicant on the list.
- 8. In the case of the original applicant failing to respond to the Marina Society within the 10 days, their application will be re-entered on the list behind the last applicant on the list at the expiration of the 10 days.
- 9. In the case of the original applicant declining the offer they have the option of having their application re-entered on the list behind the last applicant on the list at the time.
- 10. An up to date copy of the waiting list is kept at the Whitianga Marina Office.

### L3 - BOAT LAUNCHING RAMP USER ANNUAL FEES

1. The Society shall review the Boat Launching Ramp User Fee annually and the reviewed fee along with the Society Membership fee shall be invoiced to the Boat Launching Ramp User by the end of June each year.

Payment in full of the reviewed Annual Boat Launching Ramp User Fee and Society Membership fee is to be made before the commencement of the financial year – 01 August.

If payment in full is not received before 01 August the Boat Launching Ramp Permit will be cancelled and the associated security card deactivated.

### **POLICY SO - SECURE TRAILER PARK USE**

The Management Committee reserves the right to change policies at any time.

- Licences to Occupy the Secure Trailer Park are issued for a specific Park Number to the named Licensee who becomes the Secure Trailer Park User. The Licences to Occupy the Secure Trailer Park are issued on an annual reviewable basis to the next succeeding 31<sup>st</sup> July.
- 2. Payment of the prescribed Secure Trailer Park Licence fee plus the Society Membership fee entitles the Secure Trailer Park User to store boats, towing vehicles and associated boat trailers within the allocated Secure Trailer Park space and to purchase one security access card only.
  Such card will remain active whilst the holder remains current financially and does not have any unpaid fines or unresolved Notices of Breach.
- 3. The Licensee will be issued with one key for access into the enclosure. The key is not to be copied or attempted to be copied.
- 4. The Secure Trailer Park User may use the Marina Boat Launching Ramp to launch and retrieve one trailer boat.
- 5. The vessel normally using the Secure Trailer Park and Boat Launching Ramp is to be designated and display the current Boat Launching Ramp permit.
- 6. Boat Launching Ramp permits are numbered and prefixed as follows:

BR Boat Launching Ramp User STP Secure Trailer Park User

BH Berth Licensee User

- 7. The Secure Trailer Park User may also use the shower and toilet facilities provided by the Marina.
- 8. As security is a priority for the Secure Trailer Park it is essential that once the yard is unattended the gates are locked shut and the key for the gate padlock removed.

Any key left in the padlock will be removed and taken to the Marina office for collection by the Licensee.

- 9. The Secure Trailer Park User agrees to comply in all respects with the Rules and Policies of the Whitianga Marina Society Incorporated.
- 10. The Secure Trailer Park Licensee may not assign, sublet, charge, transfer, loan or otherwise dispose of or part with the Secure Trailer Park Licence to Occupy.
- 11. If the Secure Trailer Park User no longer requires their Secure Trailer Park Licence to Occupy then it is relinquished to the Marina Society and their key and security access card must be returned to the Marina Society.
- 12. All boats, trailers and vehicles entering the Marina area and using the Secure Trailer Park must have a minimum of current third party insurance.

- 13. Failure to comply with the insurance requirement will result in the suspension of the security access card. Details of the minimum of current third party insurance will be required to be provided to the Marina office to reactivate the security access card.
- 14. The Secure Trailer Park User uses the Secure Trailer Park entirely at the Secure Trailer Park User's risk in every respect.
- 15. The Secure Trailer Park User and their employees, agents and invitees must recognize that the Southern Reclamation tar-sealed area including the Hardstand is designated a Dangerous Work Place, and should be treated as such and, as well, the Marina Travelift has right of way at all times.
- 16. The Society shall have no liability to the Secure Trailer Park User or any other person in respect of any damage or loss suffered by the Secure Trailer Park User arising from the use of the Secure Trailer Park.
- 17. The Secure Trailer Park User shall indemnify the Society against all claims arising out of the Secure Trailer Park User's or the employees, agents or invitees of the Secure Trailer Park User's use of the Secure Trailer Park
- 18. All holders of a Secure Trailer Park Licence shall be Members of the Society.

# **S1 – SECURE TRAILER PARK WAITING LIST**

- 1. There is a waiting list for the Secure Trailer Park.
- 2. Each application for inclusion on the list should be on the standard form, numbered and include information, if available, of the intended designated vessel.
- 3. The applicant's position on the waiting list is strictly determined by the time the application was made.
- 4. A position on a waiting list cannot be passed on or swapped.
- 5. On a vacancy becoming available for Secure Trailer Park, the offer to take up that vacancy is made in strict order of the waiting list.
- 6. The applicant on the top of the list will be contacted with the offer using the details provided on their application and will have 10 days to either accept or decline the offer.
- 7. If the offer is declined or the applicant does not respond to the Marina Society within the 10 days, then the offer will be made to the next applicant on the list.
- 8. In the case of the original applicant failing to respond to the Marina Society within the 10 days, their application will be re-entered on the list behind the last applicant on the list at the expiration of the 10 days.
- 9. In the case of the original applicant declining the offer they have the option of having their application re-entered on the list behind the last applicant on the list at the time.

10. An up to date copy of the waiting list is kept at the Whitianga Marina Office.

#### S2 - WORKING ON BOATS IN THE SECURE TRAILER PARK

- 1. All proposed work (other than minor) to be undertaken on vessels in the Secure Trailer Park must be referred to the Marina Manager for approval before commencement of work.
- 2. The owner and/or his or her contractor agree to cease work if requested by any of the Marina's Management or appointed staff.
- The Owner agrees to indemnify the Society against all claims, debts, loss or damage caused by the Owner or their agents or employees, to the Marina or slips, or to any craft in the precincts of the Marina.
- 4. Spray painting of boats is not permitted in the Secure Trailer Park.
- 5. Grinding of any sort in the Secure Trailer Park is not permitted.
- 6. Only minor TIG welding may be carried out in the Secure Trailer Park and only with the permission of the manager or his/her representative. All other types of welding are not permitted.
- 7. The owner or their agents or employees must ensure that any work carried out on a vessel in the Secure Trailer Park does not cause any form of contamination of any type to the water, other vessels in the Secure Trailer Park or the Secure Trailer Park.
- 8. The owner of any vessel which as a result of having any work carried out on by the owner or their agents or employees causes any form of contamination to the water other vessels in the Secure Trailer Park or the Secure Trailer Park will be fully liable for all remedial costs incurred.

### S3 - SECURE TRAILER PARK ANNUAL FEES

1. The Society shall review the Secure Trailer Park Fee annually and such reviewed fee along with the Society Membership fee shall be invoiced to the Secure Trailer Park Licensee by the end of June each year.

Payment in full of the reviewed Secure Trailer Park Fee and the Society Membership fee is to be made before the commencement of the financial year – 01 August.

If payment in full is not received before 01 August, the Secure Trailer Park Licence to Occupy will be cancelled and the associated security card deactivated.