

Queenstown Marina Rules



The following Rules have been established by Lakes Marina Projects Ltd (LMP) to provide for efficient and harmonious operation of Queenstown Marina as well as for the safety and enjoyment of the Berth holders and visitors to the Marina.

1. Application

- 1.1 These Rules shall apply to all Berth Occupiers, users, and visitors of Queenstown Marina & its facilities. These Rules were adopted by LMP on **22 February, 2018** and may be revised at any time at the sole discretion of LMP.

2. Use of Marina

- 2.1 **ALL PERSONS IN, ON OR USING THE MARINA FACILITIES** and every vessel in the Marina shall follow the Marina Rules and be under the control of, and shall at all times obey the orders and directions of the Manager.
- 2.2 **BOAT OWNER** – is responsible to ensure boat is in a safe and serviceable condition and complies with all maritime rules and regulations.
- 2.3 **INSURANCE** - The owner of any boat moored in the Marina shall take out and at all times keep in force a public liability insurance of such sum as LMP may from time to time require with an insurer approved by LMP, such policy to cover the owner and the master of the boat against liability for claims by third parties in respect of all property damage caused by the boat within the Marina. Evidence of the holding of such cover shall be provided to the Manager upon demand being made.
- 2.4 **LIABILITY** – Your vessel and any other property brought into the marina by you and or your invitees are at all times your own responsibility, and while located at the marina remain at your own risk. The marina is not liable for any loss, damage or injury occurring within the Marina to any vessel, property, or persons, however it may arise and even if it is caused or attributed to the Marina. You shall indemnify the Marina against any loss, expense, legal liability, claims and costs incurred by the Marina arising as a result of your act or omissions, or the acts or omissions of your invitees.
- 2.5 **LICENSED BOATS ONLY** - No person shall berth or knowingly permit any boat to be berthed in the Marina unless the boat is licensed to occupy a Berth or otherwise has permission in writing from the Manager.
- 2.6 **NAVIGATION** – Marina is strictly a no wake zone. Navigating any boat on the water at a speed greater than 3 knots or in such manner that causes damage to other property or discomfort, danger, obstacle or inconvenience to other persons, is prohibited.
- 2.7 **ACCIDENT / INCIDENT REPORTING** - Any person who is involved in any incident or accident in the Marina, shall report the incident to the Manager as soon as possible.
- 2.8 **SECURING THE BOAT** – The boat must be secured properly and in such a way that no part of the boat may extend beyond the specific Berth envelop so it does not crowd walkways and piers or hinder navigation.
- 2.9 **SHORE POWER** – All vessels are required to have an electrical warrant of fitness (“EWOFF”) in accordance with the New Zealand Electrical Code of Practice (ECP-29) if connecting to shore power. An Electrical Compliance Form is to be completed and provided to Marina staff **prior** to connecting to any shore power supply. If a connection to shore power is made without a EWOFF, the owner of the vessel will be held liable for any damage caused to the Marina property or any other person or person’s property.
- 2.10 **NO MAJOR MAINTENANCE WORK** – Queenstown Marina is a recreational marina. As such no major repair or maintenance work should be undertaken in the Marina. This includes any work that emits noise, odour, or disturbance to others and any work that is aesthetically unpleasant.
- 2.11 **NO ITEM CAN BE STORED OR LEFT ON ANY PIER OR WALKWAY** - This includes any item that may restrict access or traffic of pedestrians.
- 2.12 **NO STRUCTURE CAN BE ERRECTED** within the Marina nor any item attached to any piles, piers or walkways without the consent of the Manager. This includes any signs or literature.
- 2.13 **USE OF FIRE-FIGHTING EQUIPMENT** for any other use than their intended use is strictly prohibited.



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- 2.14 **CONTRACTORS ACCESS** - All contractors and service providers who wish to access boats shall register first with the Marina office before entering the Marina and shall provide satisfactory evidence of insurance & access authority. All contractors are required to comply with the Manager's health and safety policy and any specific conditions notified by the Manager at the time of gaining access to the Marina. The Manager shall have the right to refuse access to any contractors or service providers who do not provide evidence of holding satisfactory insurance cover.
- 2.15 **MANAGER MAY MOVE VESSEL** - The Manager shall be entitled, in the absence of the owner or master of a boat and in order to prevent any damage to any property, to enter or move such boat or carry out repairs to the boat. In such circumstances the Manager shall be deemed to be authorised to do so by the owner of the boat and such owner shall indemnify the Manager against any actions, claims, demands, costs and expenses incurred in or resulting from the exercise of the powers specified in this Rule 2.15.
- 2.16 **HOURS OF OPERATION** - The Marina piers shall be open twenty-four (24) hours a day to all Licensees by access control. Public access to unrestricted areas of the Marina on terms and conditions as the manager determines.
- 2.17 **HEALTH & SAFETY** - A copy of the Marina's health and safety register, safety manual and standard operating procedures and code of practice are available for viewing at the Marina office.
- 2.18 **NO ADVERSE EFFECT** - Engaging in conduct that adversely affects the peace, enjoyment or privacy of Berth Licensees or Marina patrons is prohibited.
- 2.19 **NO SOLICITATION** – Unauthorised solicitation of business is prohibited.

3. CONDUCT

- 3.1 **BERTH LICENSE HOLDER RESPONSIBLE** to ensure all his\her visitors, invitees, contractors, children adhere to Queenstown Marina Rules and manager's instructions.
- 3.2 **SAFETY** – No person at any time shall create a potential hazard to the safety of others or danger to property. Any infraction is grounds for eviction from the Marina property.
- 3.3 **CHILDREN** under 12 must at all times be under supervision of a responsible adult.
- 3.4 **NO UNLAWFUL ACTIVITIES** shall be conducted within the Marina. Any abuse, verbal or otherwise, to other Marina users, staff and/or visitors, and obnoxious behaviour is unacceptable and will not be tolerated within the Marina.
- 3.5 **NO ALCOHOL** is to be consumed within the Marina except on private vessels or on licenced premises.
- 3.6 **NO NOISE NUISANCE** – No person shall make or permit to be made any noise which is likely to cause annoyance to others in the Marina or vicinity. All halyards, lines, ropes, rigging and sheets on any boat using a Berth or otherwise berthed in the Marina shall at all times be secured so that they do not create any noise.
- 3.7 **NO SWIMMING / DIVING / FISHING** - No person shall swim, dive, fish or engage in any other underwater activities within the Marina. Boat underwater inspection & cleaning dives by written authorization only.
- 3.8 **NO LIVEABOARD** or overnight stays are allowed in Queenstown Marina.
- 3.9 **ANIMALS** – No pets or animals are allowed in the Marina without prior written consent. Pets must be restrained and under control. Pets must not spoil the Marina facilities.
- 3.10 **NO POLLUTION** - No person shall pollute or permit the pollution of the Marina or the waters of the Marina. In particular no person shall discharge or dispose of any sewage, garbage, oil, fuel or other material on the Marina or into its waters.
ABSOLUTELY NO FUELING IN BERTHS
- 3.11 **NO HAZARDOUS MATERIAL** - No person shall bring within the Marina or store on any Marina structure or in any area under the control of the Manager, any motor spirits, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or similarly inflammable nature without the prior consent of the Manager.
- 3.12 **FUELING & SEWAGE DISCHARGE ONLY ALLOWED ON THE FUEL DOCK STATION**



4. Biosecurity and Pest Control

- 4.1 All boats, trailers and equipment shall be cleaned prior to launching and berthing at the Marina. All boats moored in the Marina must have hulls clean of designated marine pests and free of conspicuous bio-fouling, and persons responsible must undertake regular cleaning and antifouling.
- 4.2 For the purposes of clause 4.1:
- 4.2.1 The term *designated marine pests* means any unwanted organism declared as such by the Ministry for Primary Industry or named in the Pest Management Plan; and
- 4.2.2 *Conspicuous bio-fouling* means more than 16% of the hull surface below the waterline covered in macro-fouling organisms (not including slime).
- 4.3 All persons shall comply with all applicable provisions of LMP's biosecurity risk management policies published from time to time and any applicable Pest Management Plan. In particular:
- 4.3.1 All persons shall be familiar with Pest Management Plan which identifies and describes key biosecurity risk organisms;
- 4.3.2 The prior written consent of the Manager must be obtained for any cleaning of boat hulls or other equipment to be undertaken within the Marina and the directions of the Manager must be strictly complied with in undertaking any such work;
- 4.3.3 If assistance and/or advice is required in relation to biosecurity risk organisms, initial contact should be made with the Manager;
- 4.3.4 Full co-operation must be extended to all relevant Authorities responsible for surveillance, surveys and control of unwanted or risk organism; and
- 4.3.5 The Manager shall have the right, in its sole discretion, to exclude from the Marina, any boat or equipment, which is known to harbour unwanted or risk organisms, until satisfactory evidence is produced to the Manager certifying that appropriate treatment has been completed.
- 4.4 All persons shall comply with all applicable provisions of LMP's pest management requirements and policies published from time to time.



5. Interpretation

5.1 **Defined Terms:** In these Rules the following initially capitalised terms shall have the meanings specified, unless the context requires otherwise:

Authority	Queenstown Lakes District Council (QLDC), the Otago Regional Council (ORC), Land Information New Zealand (LINZ) and any other local body, government, statutory or non-statutory authority having jurisdiction over the Marina.
Berth	a berth in the Marina in respect of which a Licence has been issued to a Licensee by LMP.
LMP	Lakes Marina Projects Limited (Company No. 2413896; NZBN 9429031647342).
Licence	a licence to use a Berth in the Marina issued by LMP to a Licensee.
Licensee	the person(s) identified as such in the Schedule to a Licence and where there is more than one person then each of them jointly and severally, and includes each such person's successors and assigns.
Manager	LMP and/or any manager of the Marina appointed by LMP to undertake any part of the on-going management of the Marina.
Queenstown Marina	the marina development owned and operated by LMP and situated at Sugar Lane, Frankton, Otago.
Pest Management Plan	any freshwater pest management plan adopted by LMP and approved by the applicable Authority.
QLDC	Queenstown Lakes District Council.
Rules	these rules as may be varied, amended or replaced from time to time.

5.2 In these Rules where the context requires or admits:

- 5.2.1 A reference to "written" or "in writing" includes facsimile, email and other forms of electronic mail communications;
- 5.2.2 A reference to including, in particular, or similar terms do not imply any limitation;
- 5.2.3 References to Rules, sections and schedules are to those contained in these Rules, unless stated otherwise.