



Anchorage Marina Rules & Regulations

rev310/18

1. ANCHORAGE MARINA - GENERAL

1.1 Accepts no responsibility for the care or safety of any person, vessel or other property within or on Anchorage Marina. All persons visiting and/or bringing their vessels into the Marina do so at their own risk and agree to abide by these Marina Rules and indemnify the Marina Operator for any loss caused by that person or vessel.

1.2 Nothing in these Marina Rules shall be construed to alter, in any way, the provisions of the Marina Berth Rental Agreement entered into with the Marina Operator in relation to the berthing of a vessel in the Marina.

1.3 All persons on the Marina and the owners of all vessels or other property within the Marina shall observe all directions given to them by the Marina Manager and staff.

2. RULES AND REGULATIONS

2.1 All vessel owners and visitors within the Marina must comply with the Anchorage Marina Rules & Regulations in force (as amended from time to time).

2.2 Vessel owners who breach any of these Marina Rules & Regulations may have their Marina Berth Rental Agreement terminated and will be required to remove their vessel from the Marina.

2.3 Contractors of the vessel owner who breach any of these Marina Rules or any Anchorage Marina Rules & Regulations will be suspended or banned from working within the Marina.

3. OCCUPANCY

3.1 The Casual berthing period is 10:00am to 10:00pm. Additional charges may apply if the vessel checks in or departs outside these times.

3.2 Only vessels in seaworthy condition and under their own power will be admitted to the Marina. All vessels must be registered, identified, marked, equipped and maintained as required by law and safe boating practice.

3.3 Upon a vessel entering the Marina it shall immediately be subject to the direction of Marina Staff and shall be berthed only where ordered and maneuvered as directed. No change of berth shall

be made without the express permission of the Marina Manager.

4. INSURANCE

4.1 It is of paramount importance that the Marina customers maintain their insurance cover. A current copy of insurance and registrations, forms part of the Marina lease agreement.

4.2 If at the anniversary of the insurance or registration the owner has not provided the information to the Marina, the administration team will notify the owner in writing, to advise the following will occur

- Marina gate keys will be disabled
- Marina amenities / boom gate keys will be disabled

4.3 All vessels within the Marina must have current public liability insurance against liability for any loss or damage to property and for the death or injury to any person caused by, through or in connection with the vessel for an insured amount of at least \$10,000,000 and comprehensive insurance to the replacement value of the vessel which includes full salvage cost and environmental clean-up. A copy of that insurance policy and annual renewal of that policy must be provided to the Marina upon request.

5. FUELLING

5.1 Fuelling shall only take place at the designated fuel dock and NO Fuel to be carried on site.

5.2 Berthing at the fuel dock for purposes other than fuelling is strictly prohibited.

5.3 The person in charge of the vessel is responsible for ensuring that no environmental harm is caused by the spilling of fuel or oil during fuelling and avoid over filling. Any incidents must immediately be reported to Marina Staff who will determine any steps necessary to rectify any problems.

6. REFUSE DISPOSAL AND ENVIRONMENTAL POLLUTION

6.1 Refuse, garbage and plastic bags shall not be thrown overboard, but must be placed in the rubbish bins provided. If the refuse items are too large, you will need to dispose of them correctly off the property i.e. council tip.

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6.2 Local Council Tip can be contacted to arrange for the disposal of oil and fuel. These items are not, under any circumstances to be placed in the general rubbish bins.

6.3 Containments Dangerous or offensive substances, oily bilge refuse; toilet effluent must not be discharged into any part of the Marina. Any pollution or discharge must immediately be reported to Marina Staff who will determine any steps necessary to rectify any problems. Any environmental water pollution offence will be deemed breach of agreement.

6.4 Any oil leaks must be contained by a suitable method and the collected oils must be disposed of in accordance to EPA requirements. Any such incident must immediately be reported to Marina Staff.

6.5 Any vessel found to be leaking oil or fuel or discharging contaminated bilge water is in Breach of the agreement

- the vessel owner will be notified immediately by phone to rectify the fault immediately
- Absorbent pads, oil booms or bunds (where applicable) will be placed to collect spillage at the vessel owner's cost.
- Continuous Contamination is a breach of the agreement

7. VESSEL MAINTENANCE AND REPAIRS

7.1 Major repairs or refit (including construction works, welding, metal grinding or cutting and spray painting) are strictly prohibited within the Marina.

7.2 Minor repairs, internal painting, mechanical adjustment, varnishing, epoxy and electrical work are permitted within the Marina provided the work does not interfere with normal Marina operations, create an annoyance to other berth occupiers or is adverse to the environment.

7.3 Hull maintenance activities which release toxic pollutants into the marine environment (including scraping, sanding, pressure washing and painting) are prohibited

7.4 The use of sanders and scrapers must be contained on the vessel and vacuumed to avoid pollution and soiling of other vessels. The Marina

Manager may direct the vessel owner and/or their contractors to stop sanding or scraping if the Marina Manager deems such work should be undertaken at a designated facility or Hardstand.

7.5 All contractors working within the Marina must provide the Marina Staff with copies of their current insurance policies and are required to be inducted to the Marina WH&S procedures prior to working within the Marina.

7.6 At the discretion of the Marina Manager, contractors may dive the vessel in order to assess any damage to the vessel's hull or undertake minor mechanical works.

8. CONTRACTORS ACCESS TO THE MARINA

8.1 All contractors must obtain access to the Marina from the Marina supervisor who will issue them with a key which must be returned to the office daily. Access is only available during the Marina operating hours 8am – 5pm. Marina supervisors must ensure that contractors have insurance, certificates and confirm that the work to be carried out complies with the Marina policies. The Marina supervisor must ensure that all contractors on the Marina had signed in/out of the register.

8.2 Contractors are required to provide the Marina with the following before being permitted onto the marina

- Public Liability Insurance
- OH&S Certificate
- Water Usage Permits
- Safe work method statement

8.3 Neither the Marina nor their representative accepts any responsibility for service carried out under these arrangements.

9. SAFETY

9.1 All vessels are to be fitted with adequate and up to date firefighting appliances.

9.2 Use of firefighting hoses for any purpose other than firefighting is prohibited.

9.3 Adequate mooring lines for the vessel's size and weight are the responsibility of and at the cost of the vessel owner and are to be kept in a satisfactory and safe condition. Replacement lines, plus the labour to attach them, will be charged to the vessel owner if deemed necessary by the



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Marina Manager for the safety of the vessel and to avoid damage to the Marina, in particular during extreme weather conditions.

9.4 It is the sole responsibility of the vessel owner, when leaving their vessel within the Marina, to ensure all seacock's are closed, gas and fuel are turned off and bilge pump and battery switches are clearly labeled.

9.5 A maximum speed limit of 4 knots is to be observed when departing or entering the Marina and within the Marina.

9.6 No part of any vessel may overhang a walkway (including anchors, bows sprits, davits etc.). Piers, jetties and walkways must be kept clear at all times.

9.7 A vessel must not be maneuvered in any way as to create a danger, impediment, obstacle or inconvenience to other Marina users.

10. SIGN POSTING

10.1 Vehicular traffic by Marina berth users will require access through Corlette Point Road, via Corlette Point Park, and the hotel and Marina driveway. Speed signs must be observed at all times.

10.2 Other signs appearing throughout the property should be observed at all times.

11. SIZE OF VESSEL

11.1 Correct size of vessels must be recorded for purposes of berth allocation and insurance reasons. Vessels MUST be measured by Length overall, including Bow sprits and boarding platforms.

11.2 Berths are allocated in order of preference according to the availability and desired size at the discretion of the Marina Manager.

11.3 Owners may accept a larger berth than required whilst waiting for the correct size to become available; however they will be billed for the size of the berth they are occupying whilst waiting for a smaller berth. This is entirely their decision.

12. SECURITY MARINA KEY POLICY

12.1 Proximity Keys are issued to each Berth Holder only and are their sole responsibility. The keys will be linked to the member's account and can be de-activated, should the member be in the breach of their contract or fall into arrears with their accounts.

12.2 Each Berth Holder is entitled to Two proximity keys, which will give access to all Marina arms, amenities and boom gate car parking. Marina Customers must park in the allocated marina car spaces.

12.3 Keys are not transferable.

12.4 Two keys only to be issued to Marina Members (permanent) the holder of the berth. Additional keys can be allocated to his or her immediate family at a cost of \$50.00 per key which is refundable upon their return. Under no circumstances are keys to issues to any person besides Marina member with the exception that if the vessel is in survey a key can be issued to the master of the commercial vessel.

12.5 Please do not change or swap keys as they are electronically numbered to your membership. Non Marina Members are not permitted to be in possession of these keys.

12.6 Your key leaves an electronic footprint with every use. Unauthorised allocation or distribution of these keys will see the key electronically deleted from the system and disciplinary action will be taken against the member whose key is used unlawfully. Should reconnection be permitted, it will incur a reconnection fee.

13. ACCOUNTS

13.1 Accounts for the Marina berthing and fuel purchases during the month are prepared and sent out accordingly to your due date. Accounts are to be finalised with the correct month.

13.2 All berth holders are to complete a Payment authorisation form with your nominated account details for berthing and refuelling payment

13.3 30 Days - If payment is not received by the 14th of the following month the account holders

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name will be added to a list which is reported to the management.

14. TENDERS

14.1 Tenders must be stored either onboard their vessel or completely within the confines of the marina berth. Tenders must be secured so that they do not rub on the pontoon substructure nor create an obstruction to a neighbouring berth.

15. TIDINESS AND CONDUCT

15.1 The vessel owner is responsible for ensuring their vessel is kept in such condition that it does not become unsightly or dilapidated or reflect unfavourably on the Marina. Vessel decks and all walkways and fingers must be kept free and clear of debris at all times.

15.2 Laundry of any type or any item of a personal nature shall not be hung out to dry or air in public view aboard any vessel or any part of the Marina.

15.3 Noise shall be kept to a minimum. Vessel owners and their guests should use discretion when operating televisions, radios or musical apparatus so as not to cause disturbance to others on the marina and the hotel customers. All halyards, lines, ropes, rigging and sheets on the vessel must be secured so they do not create any noise. All audible alarms must be set to disconnect after a maximum of 5 minutes.

15.4 The vessel owner is responsible for the conduct of their guests. Disorderly or indecent conduct by any vessel owner or their guests can be deemed breach of agreement of the Marina Berth Rental Agreement.

15.5 Children must be supervised and accompanied by an adult at all times.

15.6 Swimming, diving and fishing within the Marina is prohibited. Cleaning of fish within the Marina is prohibited.

16. FACILITIES

16.1 All toilet, shower and laundry facilities located within the Marina are available for the use of the vessel owners and their guests.

16.2 Change for the coin operated laundries is available at the Marina Office.

17. TROLLEYS

17.1 Trolleys are provided for short term use only and are to be returned to the entrance of the Marina arm immediately after use.

17.2 At no time are trolleys to be removed from the Marina and trolleys must not be overloaded and are to be returned clean.

18. PETS

18.1 Pets are to be kept on a leash at all times while off the vessel.

18.2 The person in control of the pet must immediately remove any pet faeces from the Marina in a plastic bag to a rubbish bin and appropriately wash down the area.

19. SHORT TERM STAYS

The Owner or tenant of a Lot may not (and must not allow others to) use a Vessel for the purpose of a residence or accommodation (whether temporary or permanent) while it is moored at the Berth or Berthing Facilities. Without limiting the generality of this clause, the Owner or tenant of a Lot including a Permittee must not use or allow to be used any such Vessel for short term accommodation purposes as part of a scheme or business such as "Airbnb" or "Beds Onboard".

20. OTHER VESSELS

The Licensee must not permit any vessels other than the Vessel to occupy the Berth without the consent of the Licensor which will not be unreasonably withheld. A Vessel used for private purposes is NOT permitted under any circumstances to be moored at the Berth.

Transfer or assignment:

(a) This Licence is personal to the Licensee and may not be assigned.

(b) The Licensee is not authorised to grant any sub-licence to use the Berth without the prior written approval of the Licensor (in its absolute discretion)

(c) Approved subleases must use approved forms, contracts, terms & conditions provided by the Licensor. The Licensor reserves the right to charge an administration fee for the facilitation and management of any sub-lease.