



Weiti Boating Club (INC)

PO Box 207 Whangaparaoa

Weiti Boating Club: Mooring Permit

Terms & Conditions

1. Introduction:

- 1.1. The granting of a mooring permit is subject to the terms and conditions set out below:
- 1.2. The General Committee, at its sole discretion, will have the right to approve, reject or withdraw the mooring permit.
- 1.3. Variations to this permit only become valid once approved by the General Committee.

2. Disclaimer:

- 2.1. The Club will not be responsible for any loss, damage or destruction, however arising, to a boat or equipment belonging to a permit holder. The Club will furthermore not be responsible to any permit holder, their family, friends or invitees for any personal injury they may suffer at the Club, howsoever arising.
- 2.2. The Club will not be liable for any damage to a boat of the permit holder or other property, from whatever cause arising including a mooring problem or any damage caused when mooring maintenance is being carried out.

3. Definition:

- 3.1. The mooring is the property of the Club and is defined as the two piles with floating rings and attached mooring ropes, and the water between the two piles. At all times this remains the property of the Club.
- 3.2. The mooring and corresponding dinghy locker is for the exclusive use of the Member named on the permit for the duration of the permit.

4. Mooring Permit conditions:

- 4.1. Mooring permits can only be issued to Family and Senior Members (Not Associate members or non-members).
- 4.2. To gain a Mooring Permit you will need to supply the information outlined at the bottom of this form. Failure to complete this may delay the assignment of a permit. In particular, you need to provide:
 - 4.2.1. Boat weight, preferably confirmed with a weight certificate if in doubt as to the true weight. Maximum boat weight on the Club mooring piles is 12 tonnes.
 - 4.2.2. Third party insurance cover not less than \$5,000,000 is **required**. A copy of the insurance policy giving the Insurance Company name and policy number together with the owner's name, boat name and third party sum insured must be provided to the Club Manager on request for a Mooring Permit. Proof of the renewal of the policy must be provided immediately once the insurance cover expires.
 - 4.2.3. An active email address must be provided as the primary form of communication and invoicing. A mobile phone number is also required.
- 4.3. The allocation of a mooring is at the Club's sole discretion and mooring holders will need to comply with the conditions outlined below.
 - 4.3.1. The Club may reallocate the permit holder to a mooring better suited for the boat size.
 - 4.3.2. During pile maintenance, or in emergencies, the owner may be asked to temporarily move to another mooring.
 - 4.3.3. If you are assigned a mooring with a sleeved pile, these have hooks attached to the sleeve for storage of your mooring lines. The sleeves must not be punctured in any way – no additional fastenings are permitted – No screws, bolts or nails that penetrate the sleeve.
 - 4.3.4. A Club member can only be allocated one mooring at any given time. If they require a second mooring this can only be done through a request for a Temporary Mooring Permit.

4.3.5. Subletting a mooring, by permit holder, is prohibited.

Swapping moorings with another permit holder may only be done with written approval of the Club Manager.

4.4. All boats must be kept clean to comply with the Council's laws and rules

4.4.1. All boats must be seaworthy at all times. (see reference ~~12.1~~ below)

4.4.2. Boat engines must be in working order unless temporarily under repair

4.4.3. Boats must be kept clean as set out in the bio-fouling laws (see reference ~~12.2~~ below).

5. Permit period and fees:

5.1. The permit period is from 1st August to 31st July of the following year. If the initial period of the permit is less than a year, the fee may be adjusted accordingly.

5.2. The Mooring Permit is issued only once payment is received.

5.3. The permit is granted for one year. The updated and re-signed application must be submitted each year along with the required payment and current insurance details.

5.4. A permit holder who wishes to relinquish their mooring shall notify the club and on request may be refunded the unused portion of the permit fee less a 3-month cancellation fee.

5.5. A GST inclusive invoice will be issued prior to the renewal date, stating the mooring number and the fee to be paid for the following 12 month period. The Club reserves the right to alter the fee at any time.

5.6. Mooring Fees can only be paid by EFTPOS or bank deposit ; no cash. Staggered payments may be allowed by agreement.

6. A mooring permit may be revoked under the following conditions:

6.1. If fees remain unpaid for more than 3 months following the date of the mooring invoice.

6.2. Failure to provide an up-to-date active email address

6.3. Failure to comply with the seaworthiness condition defined in 4.4.1 above within a reasonable period, which should not exceed 8 weeks.

6.4. Failure to keep boats clean and comply with the Bio-fouling rules defined in 4.4.3 above within a reasonable period, which should not exceed 8 weeks.

6.5. Failure to have a current insurance policy.

6.6. Failure to move your boat when requested as per 4.3.1 and 4.3.2 above.

6.7. If a mooring is left vacant for 13 weeks or more without prior agreement with the Club.

6.8. Should a permit holder have their Club membership revoked, the mooring must be relinquished within 30 days.

6.9. The permit may be revoked, if in the opinion solely of the Committee, for persistent violation of the rules or for reckless or dangerous behavior, liable to cause significant damage.

7. The Club may remove a boat

7.1. If a boat remains on a mooring for which a revocation notice has been served, the Club may remove the boat with any costs being borne by the permit holder. If fees have been paid, a pro rata refund less any costs, may be requested. The Club will not be responsible for any damage to a boat while being removed or stored.

8. Permit holder responsibilities:

8.1. The name of the boat must be shown on the side of the boat in letters no less than 90 mm high.

8.2. All dinghies must prominently display the boat name on the inside of the dinghy.

8.3. It is the permit holder's responsibility to notify the Club of any problems concerning the mooring.

8.4. It is the permit holder's responsibility to ensure that the boat is correctly moored, using the correct line size for your boat, ensure that the attachment points on the boat are fit for purpose, eliminate or protect chafe points.

8.5. Any ropes left between piles, on the water, must be **flagged or** buoyed in the centre and dinghies left on moorings must be secured between the piles.

- 8.6. Vessels should be kept in a secure and presentable condition to reduce the risk of interference or theft.
- 8.7. When on the mooring, vessels should have their rudders centred to prevent undue sideways stress on the mooring piles.

9. Mooring Holidays

- 9.1. If a mooring is to be vacant for two or more weeks (Holiday) the permit holder shall notify the Club Manager.
- 9.2. If the Club sublets that mooring during this period, the permit holder will be credited 50% of the daily mooring fee for the period that the mooring is sublet, on the next mooring fee invoice.

10. Selling a boat

- 10.1. If a permit holder sells their boat the mooring must be relinquished within 30 days of the sale.
- 10.2. The new owner may apply for a mooring but will go on the waiting list. The new owner (even if a part owner) cannot inherit the mooring from the initial permit holder.
- 10.3. A boat is considered sold if the permit holder's share is less than 50% (clause 10.2 above also applies). The Club should be notified within 14 days of a sale or if the permit holder's share reduces below 50%. Part owners of boats moored at the club must also be Senior or Family members.
- 10.4. Permit holders who sell their boat with the intention of buying a replacement, may request that the mooring (or a suitable replacement) be retained for up to 12 months to allow for the acquisition of a replacement boat.

11. Live aboard status

- 11.1. Members who wish to stay on their boats for more than Four (4) days or on a regular basis must apply for a Live-aboard permit.
- 11.2. A permit holder wishing to live aboard their boat on the mooring is required to apply to the Club for "Live aboard status". Such status may be granted for up to 1 year but will be at the sole discretion of the Committee.
- 11.3. Any member granted the "Live aboard status" must fully abide by the bylaw for "Live aboards"

12. References

- 12.1. "Seaworthiness in relation to any vessel means being, in the opinion of the Harbourmaster, is in a fit condition of readiness to safely undertake a voyage within its designed capabilities". Refer: [Auckland Council Navigation Safety Bylaw, 25 October 2014](#). Refer clause 15 in this document for a fuller description.
- 12.2. Auckland Council Biofouling laws: All boats on WBC moorings must comply with Auckland Council Biofouling laws
 - 12.2.1. See Clean Boating. <https://www.aucklandcouncil.govt.nz/environment/plants-animals/pests-weeds/Documents/biofouling-and-invasive-marine-pest-species.pdf>
 - 12.2.2 Only boats with 'slime layer' can be cleaned in water or on the grids
 - 12.2.3. Boats with heavy fouling to be hauled and cleaned on land
 - 12.2.4. Boats not kept clean may be fined by the Council and/or the mooring permit may be terminated.

The acceptance of the above terms & conditions is a requirement for the issuing of a mooring permit.

Appendix A: Information to be provided as part of a Mooring Permit application.

This information is in addition to what is held by the club as part of your membership and will be validated annually through an online form. **This is a required action.**

Member details:	Permit holder name, Email (required), Mobile (required)
Boat & mooring details:	Mooring number, Boat name, Boat weight (required)
Insurance details:	Insurance company, Policy number, Policy type, Policy expiry date, Sum insured (optional), Third party cover (mandatory).