



Weiti Boating Club

Mooring Terms & Conditions 2024

1. Introduction:

- 1.1. The granting of a mooring Permit is subject to the acceptance of these Terms and Conditions, proof of current boat insurance (uploaded into Hello Club) and payment of the fees.
- 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 these Terms and Conditions only become valid once approved by the General Committee.
- 1.4. Moorings are a service the Club offers its members. In fairness to all our members, should there be a mooring holder that does not abide by these Terms and Conditions, then the Club needs to be able to take action.
- 1.5. These Terms and Conditions contains clauses to enable the Club to remove a boat from the Club's mooring if an owner does not abide by these Terms and Conditions.
 - 1.5.1. Clause 7 sets out the conditions under which a Revocation Notice may be issued. Clause 6 gives the Club the legal ability to act and Clause 8 sets out how the Club may act.
 - 1.5.2. Revocation Notices will only be issued if conditions in Clause 7 have not been met by the member.
 - 1.5.3. A Revocation Notice must be approved by General Committee ensuring correct procedure has been followed.

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. Maximum boat weight on the Club mooring piles is 12 tonnes. Declaration of boat weight, preferably confirmed with a weight certificate, should be provided if there is any doubt as to the true weight.
- 4.3. Third party insurance cover not less than \$5,000,000 minimum. You are requested to upload the boat insurance policy into the Members' tab in Hello Club. Once the insurance cover expires the updated renewed insurance is to be uploaded.
- 4.4. The allocation of a mooring is at the Club's sole discretion.
 - 4.4.1. The Club may reallocate the Permit Holder to a different mooring, to optimise club mooring use.
 - 4.4.2. During pile maintenance, or in emergencies, the owner may be asked to temporarily move to another mooring.

- 4.5. 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.
- 4.6. 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.
- 4.7. Subletting a mooring, by the Permit Holder, is prohibited. Swapping moorings with another Permit Holder may only be done with written approval of the Club Manager.
- 4.8. All boats must comply with the Council's laws and rules
 - 4.8.1. All boats must be seaworthy at all times. (see reference 13.1 below)
 - 4.8.2. Boat engines must be in working order unless temporarily under repair
 - 4.8.3. Mooring holders are encouraged to keep boats clean to comply with the Council's bio-fouling laws (see reference 13.2 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 acceptance of the Terms and Conditions 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 of the expected date the mooring is to be vacated. On request, the Club may refund the unused portion of the paid Mooring fee, subject to approval by the General Committee.
 - 5.5. A GST inclusive invoice will be issued prior to the renewal date, stating 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 should be paid either through the Hello Club portal, or directly to the club's bank account. Staggered payments may be allowed by agreement.
6. Security interest
 - 6.1. The Permit Holder grants the Club, with effect from the date on which a Notice of Revocation is issued (as defined in clause 8.1), a security interest in the boat and the proceeds of any sale of the boat as security for any amounts owing by the Permit Holders to the Club under these terms. For the avoidance of doubt, any security interest granted under these terms shall not attach unless and until a Notice of Revocation is issued.
 - 6.2. The Permit Holder will sign all documents and provide all information the Club requires to register a financing statement or financing change statement on the Personal Property Securities Register (**PPSR**) and will indemnify, and upon demand reimburse, the Club for all expenses incurred in registering a financing statement or financing change statement on the PPSR, or releasing any goods charged.
 - 6.3. The Permit Holder agrees that nothing in sections 114(1)(a), 133 and 134 of the [Personal Property Securities Act 1999 \(PPSA\)](#) shall apply to these terms. The Permit Holder waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA and its right to receive a copy of the verification statement confirming registration of the Club's security interest.
 - 6.4. If the boat is sold by the Permit Holder after the Club's security interest attaches, then the proceeds of sale of the boat shall remain subject to the Club's security interest.
7. A mooring Permit may be revoked under the following conditions:
 - 7.1. If fees remain unpaid for more than 3 months following the date of the mooring invoice;
 - 7.2. Failure to comply with the seaworthiness condition defined in 4.4.1 above within a reasonable period, which should not exceed 8 weeks;
 - 7.3. Failure to have a current insurance policy.
 - 7.4. Failure to move to a better sized mooring when requested;
 - 7.5. If a mooring is left vacant for 13 weeks or more without prior agreement with the Club.
 - 7.6. Should a Permit Holder have their Club membership revoked, the mooring must be relinquished in 30

days.

7.7. 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.

8. Revocation Process

8.1. If the Club is entitled to revoke a Permit pursuant to the above provisions, the Club will issue a mooring revocation notice setting out the reasons for the revocation and, if in the Committee's opinion the default can be remedied, how it can be remedied (**Revocation Notice**). Where relevant the Revocation Notice shall note the total outstanding money including any interest on overdue payments.

8.2. If the default as detailed in the Revocation Notice is not remedied within 5 working days of the Permit Holder's receipt of the Revocation Notice (or any other time frame set out in the Revocation Notice) or is not capable of being remedied, the Permit is immediately revoked without further notice and the Permit Holder must remove the boat from the mooring within 30 calendar days of the Revocation Notice. The Permit Holder shall remain liable for payment of all mooring fees and any other monies owing to the Club under these terms and any costs incurred by the Club from the date of Revocation Notice until the boat is removed from the mooring.

8.3. If fees have been paid beyond the date on which the boat is removed pursuant to clause 8.2, a pro rata refund less any costs, may be requested by the Permit Holder

8.4. If the Permit Holder fails to remove the boat within the timeframe set out in clause 8.2 above, the Club may, at the Committee's sole discretion:

8.4.1. Remove the boat from the mooring and recover the cost of removal and storage from the Permit Holder; or

8.4.2. Sell the boat together with any chattels situated on or in the boat in such manner (whether by public auction or private sale), for such consideration and on such terms and conditions as the Committee thinks fit without being responsible for any loss. The Club may utilise the proceeds of sale in firstly in satisfaction of costs and expenses incurred by the Club in the enforcement of its rights under these terms including removal and storage of the boat, administrative expenses, and legal costs and expenses incurred on a solicitor/own client basis, secondly in or toward satisfaction of any debts or liabilities owed by the Permit Holder to the Club and lastly in payment of the balance (if any) to the Permit Holder.

8.5. Without limiting any other right or remedy the Club has under these terms, any statute, regulation, by-law or common law, where the Club removes a boat in accordance with clause 8.4.1, it shall be entitled to a lien on the boat to the extent of the costs of removal and storage.

8.6. The Club will not be responsible for any damage to a boat while being removed or stored. The Permit Holder indemnifies and holds harmless the Club against all liability for fees and expenses incurred, and from all claims, suits and demands made by any person, in respect of storing, selling or otherwise disposing of the boat or any chattels pursuant to clause 8.4.

8.7. The Permit Holder hereby irrevocable appoints the Committee to be the attorney of the Permit Holder to execute all documents and do all things as are necessary to give effect to the Club's rights under these terms, including this clause 8.

9. Permit Holder responsibilities:

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

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

9.3. It is the Permit Holder's responsibility to notify the Club of any problems concerning the mooring.

9.4. 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.

9.5. Any ropes left between piles, on the water, must be buoyed in the centre and dinghies left on moorings must be secured between the piles.

9.6. Vessels should be kept in a secure and presentable condition to reduce the risk of interference or theft.

9.7. When on the mooring, vessels are recommended to have their rudders centered to prevent undue sideways stress on the mooring piles.

10. Mooring Holidays

10.1. If a mooring is to be vacant for two or more weeks (Holiday) the Permit Holder shall notify the Club Manager.

10.2. 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.

11. Selling a boat

11.1. If a Permit Holder sells their boat the mooring must be relinquished within 30 days of the sale.

11.2. 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.

11.3. 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.

11.4. 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.

12. Live aboard status

12.1. 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.

12.2. 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.

12.3. Any member granted the "Live aboard status" must fully abide by the bylaw for "Live aboards"

13. References

13.1. Seaworthiness in relation to any boat 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.

13.2. Auckland Council Biofouling laws: All boats on WBC moorings are encouraged to comply with Auckland Council Biofouling laws

13.2.1. See Clean Boating

<https://www.aucklandcouncil.govt.nz/environment/plants-animals/pests-weeds/Documents/biofouling-and-invasive-marine-pest-species.pdf>