

## 1. Introduction:

- 1.1. A Temporary Mooring permit allows a boat to use a mooring that is temporarily not being used by a current Mooring Permit Holder.
- 1.2. The Terms and Conditions for the Temporary Mooring Permit are outlined in the paragraphs below.
- 1.3. The granting of Temporary Mooring Permit is subject to availability, completion of the Membership details in Hello Club, acceptance of these Terms and Conditions, proof of current boat insurance (uploaded into Hello Club) and payment the fees.
- 1.4. These Terms and Conditions contain 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.
  - 1.4.1. 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.
  - 1.4.2. Revocation Notices will only be issued if conditions in Clause 7 have not been met by the member.
  - 1.4.3. 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 Temporary Mooring Permit Holder. The Club will furthermore not be responsible to any Temporary Mooring 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 owned by the Temporary Mooring 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. Definitions:

- 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. A mooring is allocated to a Club Member, and it is their responsibility to ensure the mooring lines are suitable and set for their boat – i.e. the mooring line lengths and the 'washing-line' retrieval system are set to their convenience.

## 4. Temporary Mooring Fees

- 4.1. The fee payable for a Temporary Mooring Permit will be determined by membership status. Fees for Associate Members and non-members may be different to Family or Senior members.
  - 4.1.1. In emergencies, Non-members may be allowed to use a mooring that is available, but this should not exceed 2 weeks. Longer terms only by arrangement with the Club Manager.
- 4.2. The Club reserves the right to alter the fee at any time.
- 4.3. Mooring charge is invoiced monthly and must be paid within fourteen (14) days.

## 5. Temporary Mooring Permit conditions:

- 5.1. 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.
- 5.2. Third party insurance cover not less than \$5,000,000 is advised 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.
- 5.3. At all times Temporary Mooring Permit Holders are guests of whoever's mooring you are allocated. As such, you are not permitted to make changes to the mooring lines or the retrieval system.
- 5.4. As a Temporary Mooring holder, you may be moved to different moorings. This is a Permit requirement,

and you may have to move your boat at short notice. In the event of there not being any vacant moorings to relocate to, you will have to relocate elsewhere.

5.4.1. During pile maintenance, or in emergencies, the Temporary Mooring Permit Holder may be asked to move to another mooring.

5.5. Subletting a mooring, by Temporary Mooring Permit Holder, is prohibited. Swapping moorings with another mooring holder may only be done with written approval of the Club Manager.

5.6. 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.

5.7. Temporary Mooring Permit Holders are not allocated a dinghy locker and are not issued with a dinghy locker key. If available, you may be able to store your dinghy outside but check with Club Manager or Custodian.

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

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

5.8.2. Owners are encouraged to keep their boats clean to comply with the Council's bio-fouling laws (see reference 12.2 below)

5.9. A Temporary Mooring Permit Holder who wishes to relinquish their Temporary Mooring Permit shall notify the Club Manager in writing seven days ahead.

## 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 Temporary Mooring Permit may be revoked under the following conditions:

7.1. If fees remain unpaid for more than 1 month.

7.2. Failure to comply with the seaworthiness condition defined in 4.5.1 above. Action must be taken within a reasonable period, after receiving notification, which should not exceed 8 weeks.

7.3. Failure to have a current insurance policy.

7.4. If a mooring is left vacant for 4 weeks or more without prior agreement with the Club.

7.5. Should a Temporary Mooring Permit Holder have their Club membership revoked then the mooring fee will be adjusted to the non-member rate and the mooring must be relinquished within 30 days.

7.6. The Temporary Permit may be revoked, if, in the opinion solely of the Committee, for persistent violation of the rules or for reckless, 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 option 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 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. Temporary Mooring 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 Temporary Permit Holder's responsibility to notify the Club of any problems concerning the mooring.
- 9.4. Any ropes left between piles must be buoyed in the center and dinghies left on moorings must be secured between the piles.
- 9.5. Vessels should be kept in a secure and presentable condition to reduce the risk of interference or theft.
- 9.6. If your boat is smaller than the Permit Holder's boat, then extend the mooring lines with your own lines – of suitable size – Speak to Club Manager for advice on line size.
- 9.7. Ensure that the cleats or attachment points on your boat for the mooring lines are fit for purpose. Stanchions are not suitable fixing points. A boat breaking free can do extensive damage.
- 9.8. If a mooring is to be vacant for two or more weeks, the Temporary Mooring Permit Holder shall notify the Club Manager. The usage fee will still be due during this absence unless the Club Manager has agreed otherwise.
- 9.9. When on the mooring, vessels should have their rudders centred to prevent undue sideways stress on the mooring piles.

#### 10. Selling a boat

- 10.1. If a Temporary Permit Holder sells their boat, the mooring must be relinquished within 30 days of the

sale. The new owner does not automatically take over the mooring.

10.2. A boat is considered sold if the Temporary Mooring Permit Holder's share is less than 50%. The Club should be notified within 14 days of a sale or if the Temporary Permit Holder's share reduces below 50%.

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 Temporary Mooring 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](#).

12.2. Auckland Council Biofouling laws: All boats on WBC moorings are encouraged to 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>