

BERTH RENTAL TERMS & CONDITIONS - RULES

- i. The Renter shall at no time allow any part of any vessel using or moored at the Berth to extend beyond the maximum permitted dimensions of the Berth specified in the schedule, with the length being measured from the Berth face of the walkway.
- ii. The Licensor shall be at liberty at any time to require the Renter to vacate the Berth either on a temporary or on a permanent basis, and to take up another berth within the marina if there is a berth available. The Licensor shall not be liable to pay any compensation in respect of such change of the berth. The terms of this agreement shall apply to such new berth.
- iii. The Renter shall not pollute or permit the pollution of the Marina or discharge into the Marina or its waters any poisonous, noxious, dangerous or offensive substance or thing.
- iv. Without prejudice to the generality of the preceding provision, the Renter shall not discharge any sewerage or otherwise empty any latrines into the Marina waters, or otherwise dispose of any garbage, oil, fuel or other material whatsoever in the Marina, except into containers which may be provided by the Licensor.
- v. The Renter shall not, without the consent of Bayswater Marina Limited, or in contravention of any statute, order-in-Council, regulation or rule, or any local or territorial authority bylaw or restriction, live on board any boat at the Berth, or permit anyone else to do so. For the purposes of this clause the expression "living on board" shall mean sleeping overnight for two consecutive nights or more.
- vi. The Renter shall not permit or suffer any pet belonging to the renter or in the Renter's charge to enter or to remain in the Marina, or land adjacent to thereto under the control of the Renter, unless such dog be led by a chain, strap or other efficient restraint.
- vii. The Renter shall not permit or allow any children for whom the Renter is responsible, being children under the age of 12 years, to enter into the Marina unless accompanied by an adult.
- viii. The Renter shall not engage in any swimming, diving or underwater activities within the Marina, provided that this shall not prohibit maintenance of the nominated boat, subject to such directions as the Licensor may stipulate from time to time.
- ix. The Renter shall not within the Marina moor, sail or manoeuvre any boat so as to create a danger, impediment, obstacle or inconvenience to other Marina users.
- x. The Renter shall ensure that all halyards, lines ropes rigging and sheets on any vessel at the Berth are secured so that they shall not create any noise.
- xi. For the purposes of mooring any vessel to the Berth the Renter shall use only the standard mooring lines complete with anti-chafe tubes should they be provided by the Licensee. Where a Licensee has not provided mooring lines the Renter must provide their own mooring lines and ensure the vessel is moored using a Marina approved method of securing the vessel, along with suitable sized mooring lines. Any mooring lines damaged as the result of incorrect use or failure to properly position the anti-chafe tubes shall be replaced at the cost of the Renter.
- xii. The Licensor may serve on the Renter a notice requiring the Renter, within the time specified in the notice, to repair the fastenings on any such vessel so as to ensure that they will safely secure the said vessel.
- xiii. The Renter shall not permit or allow any property, gear or equipment under the control or direction of the Renter to be stored on the Marina, including the walkways, fingers or foreshore thereof, without the express permission of the Licensor.
- xiv. Alcoholic beverages shall not be consumed within the Marina except on private vessels, or other premises where consumption of alcoholic beverages is not prohibited by law.
- xv. The Renter shall not use fire fighting equipment supplied by the Licensor for any purpose other than for fighting of fires.
- xvi. The Renter shall not store or bring within the Marina motor spirit, petroleum, petroleum products, fuel, oil, LPG, CNG, kerosene or goods of a similarly dangerous or similarly inflammable nature on any Marina structure or area under the control of the Licensor without the prior approval of the Licensor. Provided that nothing within this subclause shall prevent the Renter from carrying small quantities of fuel, in safe containers, in quantities reasonably required for small outboard engines or stoves.
- xvii. The Renter shall not carry out any refueling of any boat within the Marina, other than at the fuel jetty from the designated pumps, unless otherwise directed by the Licensor.
- xviii. The Renter shall not alter or modify the Berth or adjacent structures without the prior written approval of the Licensor.
- xix. The Renter shall in the use of the Marina comply with all bylaws from time to time applicable thereto, and shall also comply with any special instructions from time to time issued by the Licensor or any of its agents for the efficient, safe and harmonious use of the Marina, and any of its facilities, by any persons entitled thereto.