

# YAMBA MARINA

## Conditions of Occupancy

1. Only vessels in a seaworthy condition and under their own power shall be admitted to the marina. All such vessels must be registered, identified, marked, equipped and maintained as required by law and normal safe boating practice.  
All such vessels shall be equipped by the owner with at least one (1) fire extinguisher. Such fire extinguisher shall be:
  - a. Kept fully charged
  - b. Be certified in date.
  - c. Maintained in good order and condition
2. All vessels entering the marina shall immediately be subject to the directions of the Marina Manager or their representative and shall berth only where ordered and manoeuvre as may be directed.
3. Allocation of marina berths will be the sole right of the Marina Manager or their representative and the vessel shall occupy that berth as allocated and as shown on the marina berth permit. Berth changes will be permitted only with the prior approval of the Marina Manager or their representative.
4. Each occupant shall be responsible for the orderly and clean condition of their marina berth. Equipment or gear shall not be left on walkways and/or berths and each occupant is responsible for keeping their allocated berth (and walkways) clear and accessible at all times. Bow sprits must not overhang walkways and dinghies are not permitted to be stored in the water or on walkways.
5. Occupants will provide to the Marina Manager a set of their vessel's main door hatch and ignition keys. The occupant hereby authorises the Marina Manager or their representative to enter their vessel in the case of an emergent situation (which shall be in the sole discretion of the Marina Manager or their representative)
6. Major repairs to vessels such as painting or refitting in the marina berth area are prohibited. Minor repairs are permitted at the discretion of the Marina Manager or their representative.
7. The occupant shall notify the Marina Management forthwith if their vessel is unable to move under its own power.
8. Garbage or refuse of any kind shall only be placed in the rubbish bins provided. The throwing of garbage or refuse into the marina waters is prohibited. Excess rubbish produced by any vessel may attract additional charges.
9. Toilets on vessels must not be used under any circumstances whilst in the marina, unless that toilet is connected to and discharging to an approved holding tanks.
10. The occupant is always responsible for the conduct of their guests or invitees. Disorderly conduct and the causing of undue nuisance to others (whether by the occupant, their guests or invitees) is prohibited.
11. The discharge of holding tank contents or any inflammable substance/liquids or bilge water containing any contaminate into the marina waters is prohibited.
12. Swimming or diving within the marina is prohibited.
13. Fishing from the marina pontoons or the boardwalk is prohibited.
14. Children must always be accompanied and supervised by adults.
15. Pets are not permitted in the marina without permission of the Manager.

16. No laundry of any type or any item of personal apparel shall be hung out to dry or air in public view on board any vessel or from any point on any walkway.
17. Advertising or soliciting from any vessel within the marina area is prohibited unless a commercial arrangement has been entered into with the Marina Management.
18. Only approved single power leads will be permitted to be used to connect power from each individual berth outlet to the occupant's vessel.  
All leads must be:
  - a. not less than 2.5 millimeters round-flex cable
  - b. Tagged and maintained
  - c. In safe serviceable condition.
19. Water supply available to each berth is available for use for that berth only. Occupants must provide their own hose which must be stored when not in use, so as not to present a hazard to other users of the marina. Hoses must not be left unattended while in use. Excess use of water will attract additional charges.
20. Mooring lines are to be provided by the occupant and (in the opinion of the Marina Manager or their representative) must be of adequate strength in relation to the vessel being secured.
21. Mail and telephone messages can be directed to the marina office and will be held a maximum of 5 days.
22. The speed limit within the marina is 4 knots provided that less than 4 knots shall be maintained if necessary, to avoid inconvenience to others or damage to any vessel or structure.
23. Occupants must secure all halyards and lines on their vessels. Any nuisance or inconvenience (in the opinion of the Marina Manager or their representative) caused to other occupants due to noise of halyards and lines in windy conditions may be rectified by the Marina Management or their representative and all costs associated with such rectification shall be the responsibility of the occupant.
24. No occupier of any berth shall, himself or permit any other person or persons to live on board a vessel while moored in the Marina.
25. During the term of their permit the Marina management may vary at its sole discretion all rules and conditions of the permit.
26. A mooring permit shall be valid during the specified term.
27. The occupant agrees to occupy and use the marina at the risk of the occupant and the marina owners and management shall not in any circumstances be liable to the occupant for any theft from or damage to the occupant's vessel or fixtures and fittings thereon or any other property of any description of or in the possession of the occupant and contained in or about the vessel occasioned by any water, heat, fire, electricity, vermin, explosion, tempest riot, civil commotion, burglary, bursting pipes or by the entry of water from any source whatsoever (including floodwaters) or by the operation of any fire equipment nor for any loss of profits resulting there from.
28. The Marina management does not expressly or impliedly warrant that the marina is at the date of commencement hereof or 'will remain fit, suitable or adequate for all or any of the purposes of the occupant and all warranties (if any) as to the suitability, fitness and adequateness of the marina implied by law are hereby expressly negated.
29. Notwithstanding any implication or rule of law to the contrary, the marina owners and management shall not in any circumstances be liable to the occupant for any loss or damage suffered by the occupant for any malfunction, failure to function or interruption of or to any services or equipment contained in the marina from any cause whatsoever.

30. The occupant does hereby and shall at all times during the continuance of their permit keep effectively indemnified and save harmless the marina owners and management from and against all actions, suits, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the marina owners or management or which the marina owners or management may pay sustain or be put to by reason of any loss of life or injury or damage to any person or property including any property of the marina owner or management or the occupant caused by or arising in any manner whatsoever from fire, explosion, leakage or otherwise howsoever except caused by negligence of marina management with any buildings, erections, works, tanks, pipelines, trucks, vehicles, plant, machinery or equipment erected, situated or located upon the marina or any part thereof.
31. The occupant hereby acknowledges that contravention or noncompliance of any of the conditions hereof by the occupant may result in the cancellation of their permit.
32. Damage to Marina facilities caused by wilful or negligent conduct of the occupant shall be repaired at the occupants' expense.