



**APPLICANT TO COMPLETE ALL SECTIONS OF THE AGREEMENT FULLY**

**BOOKINGS MUST BE APPROVED BY THE GRIDMASTER BEFORE ACCESS IS GRANTED**

If applicable please list your current Westhaven Marina berth number: \_\_\_\_\_

**User Details**

Name: \_\_\_\_\_

Residential Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

**Vessel Details**

Vessel Name: \_\_\_\_\_

Extreme Length\*: \_\_\_\_\_

\*extreme length is the length of the vessel including ALL appendages and attachments

Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Design: \_\_\_\_\_ Weight: \_\_\_\_\_

YACHT / LAUNCH / MULTIHULL (please circle one)

Registration Number: \_\_\_\_\_

**Declaration** (tick if appropriate)

*Vessels responding positively to one or more of the following are not permitted to use the grid facilities.*

- It has been more than three months since the hull was last cleaned
- The hull will need scraping to remove organic build-up
- The hull is coated with a banned noxious coating (eg TBT)
- Was the last Port of call (since the hull has been cleaned) an overseas destination.
- Vessel weighs over 10 tonnes

*The application of antifoul substances is NOT permitted on the grids*

**Insurance Details**

*(Auckland City recognises that this information will remain confidential)*

Policy Holder Name: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Insurance cover on vessel: \$ \_\_\_\_\_

Third Party Liability: YES / NO

Policy Number: \_\_\_\_\_

Policy Expiry Date: \_\_\_\_\_

*The use of the grids will be monitored by the Grid Master.*

*Check sheets and monitoring reports are required to be completed by the Grid Master and audited annually.*

*Any user who does not comply with all relevant legislative requirements and the management plan will not be permitted to use the grids in the future.*

**Charges**

Payment of \$50.00 for the use of the grids is required in advance from any user who is not currently renting a berth or holds a licence in Westhaven Marina.

Berthage must be for a minimum of seven consecutive days.

This payment is non-refundable.

I / we \_\_\_\_\_ declare that the above information is true and correct.

I / we acknowledge receipt of a copy of the Grid Use Agreement and agree to be bound thereby.

Signed by USER: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by the Gridmaster on behalf of Westhaven

\_\_\_\_\_  
Date: \_\_\_\_\_



### Grid Use Terms and Conditions

1. **Licence:** Auckland City Council as manager for Westhaven Marina Trust Limited agrees to licence the "user" to use the Grid named in the Schedule upon the following terms and conditions.
2. **Usage:** The User agrees to use the Grid for the sole purpose of carrying out minor maintenance on the vessel which shall be limited surveys, maintenance of through-hull fittings, rudder or propeller work, zinc anode changes (capture all residue). The grid may NOT be used for hull maintenance including washing, scrubbing, scraping, wet or dry sanding or painting.  
*Please note: water blasting is NOT permitted.*
3. **Access to the Grids:** No vessel arriving from overseas may access the grid unless cleaned since entering New Zealand. In any event, no vessel may access the grid unless cleaned within the previous three months.
4. **Payment of fee for non-Westhaven berth holders.** The fee for the use of the grids is \$50 per period of 25 hours or part thereof. The fee is to be paid prior to use.
5. **Bookings:** The Marina Office will be open between the hours of 0730 and 1630 Monday to Friday for all bookings, completion of agreements, and payment.
6. **Westhaven Licensees:** Westhaven Licensees are exempt from payment of fees in clause 4 above for the Term of Use specified in clause 7 below only.
7. **Term of Use:** The Term of Use is a period of approximately 25 hours commencing at one high tide and expiring at the second subsequent high tide. The User must vacate the Grid no later than the Expiry time.
8. **Extension of Term of Use:** If the User wishes to extend the term of the agreement, the User shall notify Westhaven Marina and subject to the availability of the Grid and the User not being in breach of the terms and conditions of this agreement, the User may be permitted to extend the agreement until the next high tide.
9. **Number of persons permitted on the Grid:** While the Vessel is positioned on the Grid not more than three persons (including the User) shall be permitted the immediate area of the Vessel or in the area immediately surrounding the Vessel but within the Grid.
10. **Conditions for the use of the Grid:**
  - a) No Vessel of more than 10 tonnes displacement shall be permitted to use the Grid.
  - b) Only the vessel named and described in the Schedule shall be permitted on the grid during the Term of Use.
  - c) The User shall ensure that the Vessel shall be positioned and settled on the Grid in a vertical position prior to commencement of work.
  - d) The User shall ensure that the vessel is well secured fore and aft and athwartships between the vessels mast (or other suitable fitting) so as to be kept level and vertical throughout the tidal range. All lines must be attached to strength members of the grid structure piles.

- e) The user shall remain in attendance with the vessel and adjust lines as necessary from the time of entering the grid until the vessel is well settled on the bottom and confirmed as securely in position on the grid.
- f) The User shall not permit or allow any children under the age of 12 years to enter the Marina and the Grid area unless accompanied by an adult.
- g) The User shall not engage in any swimming, diving or underwater activities within the Marina and the Grid except if required for the purpose of carrying out work on the Vessel.
- h) The User shall not discharge any contaminant or waste materials into the marina water or seabed, but shall collect and place all such containment or waste in the appropriate receptacles provided in the Marina.
- i) The User shall abide by the rules and bylaws promulgated by Auckland City Council from time to time regarding the use of the Marina.

11. **Statutory Compliance:** In using the Grid, the User shall comply with the requirements of the Resource Management Act 1991 and the Health and Safety in Employment Act 1992.  
The marina operations manager will monitor the use of the grids. Check sheets and monitoring reports are required to be completed by the marina operations manager and audited annually. Any user who does not comply with all relevant legislative requirements and the management plan will not be permitted to use the grids in the future.
12. **Risks:** To the extent permitted by law, Auckland City shall not be liable and accepts no responsibility, for loss or damage to the Vessel, third party property or persons using the same within the confines of, or near to the Marina, nor for the adequacy or otherwise of the Marina, or the Grid, or any other part of the facilities of the Marina, and Auckland City shall not be liable to the User or any person for any loss or damage to property, or death, or personal injury incurred or suffered within the Marina, however the same occurs, and whether or not attributable to the acts or defaults of Auckland City or its servants, agents, contractors or otherwise howsoever.
13. **Insurance:** The User shall at all times keep the Vessel and any other property owned or brought on to the Marina by the User and/or invitees of the User, fully insured whilst within the confines of, or near to the Marina, against loss or damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, Act of God, and all other usual maritime risks. The User shall provide all details as the insurance cover held for the nominated vessel to the satisfaction of Auckland City Council. Auckland City Council reserves the right to accept or decline use of the Grid (in its sole discretion) based on the insurance cover held.

### Westhaven Marina

137 Westhaven Drive,  
P O Box 1560, Auckland  
Tel: 0800 MARINAS  
Tel: +64 9 360 5870  
Fax: +64 9 360 5880  
VHF Channel 13

Email: [infor@westhaven.co.nz](mailto:infor@westhaven.co.nz)

Security: +64 9 360 5881

# Grid Use Agreement