



MARINA RULES

1. MARINA

1.1 Prohibited Activities

A Berth Holder must not:

- 1.1.1 berth a vessel in a Berth belonging to others or at a part of the Marina at which berthing is not authorised by the Lessor, and the Lessor shall, in addition to any other power, authority, duty and function imposed or conferred upon it, have the power to tow away any vessel berthed or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Lessor in respect of all claims for costs and damages arising out of such actions;
- 1.1.2 light or allow to be lit any open fire or barbecue anywhere within the Marina;
- 1.1.3 swim, dive or fish within the Berth or elsewhere within the Marina or permit anyone to swim, dive or fish within the Berth or elsewhere within the Marina except for a valid purpose relating to a vessel;
- 1.1.4 fish or clean or gut fish within the Marina;
- 1.1.5 hire or offer to hire any boat in the Marina without the consent of the Lessor;
- 1.1.6 hang any laundry or other items out to dry or air in public view or on or about any part of any vessel berthed in the Marina;
- 1.1.7 remove or in any way interfere with life saving gear, a life hook, a life buoy, or other life saving apparatus within the Marina except for the purpose of saving a life;
- 1.1.8 make or allow their Guests to make undue noise in or about the Marina;
- 1.1.9 interfere, or allow their Guests to interfere with others' use or enjoyment of the Marina;
- 1.1.10 refuel any vessel in the Marina except at a designated and licensed refuelling site nor carry any petroleum spirit or distillate fuel on to the Marina other than by the use of certified outboard plastic/steel petrol tanks or army type steel jerry cans;
- 1.1.11 be inappropriately or inadequately clothed in the Marina so as to be visible from another Berth or from elsewhere in or in the vicinity of the Marina;
- 1.1.12 use any language or behave in a manner likely to cause offence or embarrassment to others when in the Marina;



- 1.1.13 allow any child under the age of 14 years to come onto the Marina, or on a vessel in the Berth unless that child is accompanied by an adult at all times;
- 1.1.14 damage or deface any building or sign or structure in the Marina;
- 1.1.15 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Lessor) in the Marina;
- 1.1.16 carry on a business of buying or selling or offering or exposing for sale any goods, merchandise, commodity or services in the Marina;
- 1.1.17 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon in the Marina;
- 1.1.18 rollerblade, rollerskate or ride a skateboard;
- 1.1.19 propel a motorised jetski in the Marina without the consent of the Lessor.
- 1.1.20 obstruct any persons lawful access to any Berth or to the Marina

AND furthermore, the Berth Holder must:

- 1.1.21 take reasonable steps to ensure that their Guests do not berth a vessel in Berths belonging to others or at any other part of the Marina at which berthing is not authorised by the Lessor; and
- 1.1.22 obey all reasonable directions or requests from the Lessor and the Manager.

1.2 Fire Fighting Equipment

The owner of a vessel within the Marina shall ensure that:

- 1.2.1 the vessel is equipped with all fire fighting equipment prescribed by or under any State or Commonwealth Act for a vessel of its class; and
- 1.2.2 fire extinguishers are kept fully charged, maintained in good order and condition and fitted in the position on the vessel required by or under any State or Commonwealth Act.

1.3 Trolleys

- 1.3.1 The Lessor may provide trolleys to assist Berth Holders and their Guests to transport articles to and from vessels moored in Berths.
- 1.3.2 If any such trolleys are provided then:



- 1.3.2.1 Berth Holders must upon having used a trolley for such purposes, return the trolley to the trolley storage area; and
- 1.3.2.2 Berth Holders may not use the trolleys for any purpose other than the transportation of articles to and from vessels moored in Berths.

1.4 Operation of Vessels

Berth Holders must:

- 1.4.1 observe a maximum speed limit of 4 knots or "no wake speed" whichever is the lesser in relation to all vessels operating in the Marina, the Patawaalonga Basin, the Lock and the Western Harbor Section;
 - 1.4.2 observe the standard procedures including always keeping to the right, power giving way to sail and both power and sail giving way to towing vessels and vessels being towed;
 - 1.4.3 ensure that all vessels moored in a Berth are registered identified, marked, equipped and maintained as required by law and safe practice with particular attention to fire fighting equipment;
 - 1.4.4 use mooring lines of a high standard and condition capable of holding the relevant vessel in all weather conditions; they must consist of polyethylene "silver rope" and have the minimum sizes as set out below:
 - 1.4.4.1 for vessels less than 8 metres in length such rope must have a minimum diameter of 12 millimetres;
 - 1.4.4.2 for vessels 8 to 10 metres in length such rope must have a minimum diameter of 14 millimetres;
 - 1.4.4.3 for vessels 10 to 12 metres in length such rope must have a minimum diameter of 16 millimetres;
- and
- 1.4.4.4 for vessels in excess of 12 metres in length such rope must have a minimum diameter of 18 millimetres

AND should the vessel be seen to be moored by mooring lines of a lesser standard or condition and/or different type from that described above, the Berth Holder acknowledges that the Lessor has the right to make the necessary alterations or replacements to the mooring lines and charge the Berth Holder for costs incurred;

- 1.4.5 use spring lines when mooring a vessel in the Marina. Such spring lines must be of a high standard and condition, capable of holding the relevant vessel in all weather conditions AND should the vessel be seen to be moored by spring lines of a lesser standard or condition from that described above, the Berth Holder acknowledges that the Lessor has the

right to make the necessary alterations or replacements to the spring lines and charge the Berth Holder for the costs incurred;

1.4.6 ensure that:

1.4.6.1 any vessel kept in the Berth is kept in good order and condition to the satisfaction of the Lessor and will not allow the same to be or become in an unsightly dilapidated or dangerous condition and failure to comply with a reasonable request of the Lessor in this regard will entitle the Lessor to require the removal of the vessel;

1.4.6.2 toilet refuse, oil, chemicals, spirits, inflammable liquids and bilge water are not discharged from the vessel into the waters of the Marina, the Patawalonga Basin, the Lock or the Western Harbour Section;

1.4.6.3 no garbage or other refuse is deposited into the waters of the Marina, the Patawalonga Basin, the Lock or the Western Harbour Section and that the same is placed in the approved garbage receptacles;

1.4.7 tie off running rigging to prevent slatting; masts that tend to "howl" must have a halyard holstered within the sail track should this be the reason for the howling, otherwise other steps must be taken to prevent the howling caused by other means. If the Berth Holder has not complied with this rule that person acknowledges that the Lessor has the right to make the necessary additions or alterations to stop the noise pollution and debit the Berth Holder for the costs incurred;

1.4.8 enter leave or manoeuvre in the Marina under motorised power not sails;

1.4.9 maintain any fender to a sufficiently high standard to the satisfaction of the Lessor;

1.4.10 if requested by the Lessor must install an isolating transformer between the vessel and the onshore power supply which is of a type and standard acceptable to the Lessor and ensure that such transformer is in use whenever the vessel is connected to the onshore power supply.

1.5 Animals

Berth Holders must not, without the consent of the Lessor, keep any animal in, or in the vicinity of the Marina.

2. USE OF BERTHS

2.1 Use of Berth

Berth Holders must:



- 2.1.1 not use the Berth, or permit the Berth to be used, for any unlawful purpose;
- 2.1.2 not do or commit or cause permit or suffer to be done or committed on or about the Berth, any act, matter or thing whatsoever which is or may in the opinion of the Lessor be an offence under any Act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 2.1.3 allow the Lessor, access to the Berth for the purpose of carrying out maintenance;
- 2.1.4 pay all rates, taxes, charges, outgoings and assessments in respect of their Berth as they become due and payable;
- 2.1.5 subject to these rules notify the Lessor of any repairs and maintenance required to their Berth or to any facilities of the Marina in the vicinity of their Berth;
- 2.1.6 allow the Lessor access to the Berth for the purpose of carrying out maintenance and repairs;
- 2.1.7 allow the Lessor access to the Berth for the purpose of removing any flotsam, jetsam or other materials floating on the Berth;
- 2.1.8 not change the use or alter the character of the Berth or make or permit to be made any additions or alterations of any kind in or to the Berth unless express approval for doing so has been obtained by a unanimous resolution at a general meeting of the Lessor and the said person has complied with the provisions of Rule 2.3;

2.2 Use of Berth Subject to Consent

Berth Holders must not, without the consent of the Lessor:

- 2.2.1 display any sign or advertisement so as to be visible from outside the Berth or on any other part of the Marina;
- 2.2.2 use or store on the Berth or on any vessel berthed within a Berth any explosive or other dangerous substance.
- 2.2.3 allow any portion of any vessel berthed in the Berth to extend beyond the boundaries of the Berth;
- 2.2.4 effect major repairs, external painting works and fitting and refitting of any vessel within the Berth.

2.3 Alterations to Berths

Berth Holder may not perform or carry out any refurbishment, renovation, alterations or additions to or upon their Berth other than upon the following terms and conditions:-



- 2.3.1 such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Lessor for its consideration and referral (at the option of the Lessor) to an architect or other consultant of its choosing;
- 2.3.2 such person has consulted with the architect appointed by the Lessor to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Lessor the costs incurred by the Lessor of engaging such architect or other consultant appointed;
- 2.3.3 such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Lessor provide the Lessor with a copy of any such consents or approvals;
- 2.3.4 all work shall be carried out strictly in accordance with the provisions of the consents granted by the Lessor and any government or statutory authority;
- 2.3.5 all work shall be undertaken by qualified tradespersons in a proper and workmanlike manner;
- 2.3.6 all work shall be undertaken only between the hours of 7.30am and 5.30pm on Mondays to Saturdays other than public holidays;
- 2.3.7 all facilities and other parts of the Marina shall be fully protected against damage;
- 2.3.8 any damage caused to the Marina shall be rectified by such person to the satisfaction of the Lessor and at the cost of the Berth Holder;
- 2.3.9 all affect areas of the Marina shall be left in a clean and tidy condition on the completion of works each day;
- 2.3.10 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Berth Holders or occupiers of any other Berths;
- 2.3.11 such person shall effect all proper insurance cover in an amount nominated by the Lessor against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions and shall upon request from the Lessor provide the Lessor with a copy of such insurance policy;
- 2.3.12 such person shall permit the Lessor to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
- 2.3.13 any rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of ~~in~~ domestic garbage bins but must be disposed of as directed by the Lessor;



- 2.3.14 the Berth Holder must make prior arrangements with the Lessor in relation to permitting persons such as workers in to the Berths and make sure that such workers have appropriate current public liability insurance cover;
- 2.3.15 the Berth Holder shall ensure that workers are only permitted to enter a Berth in the presence of the Berth Holder commissioning the work to be undertaken or the Lessor.

3. LESSOR'S CONSENT

- 3.1 Where, in any of the rules, the consent of the Lessor is required, then unless some other intention is clearly indicated, the prior written consent of the Lessor is required and for this purpose, the prior written consent of the Manager (if any) will be sufficient;
- 3.2 The Lessor shall have the power to grant consents in respect of any activity in or on the Marina;
- 3.3 The Lessor may attach such conditions as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the Berth Holder;
- 3.4 The Lessor may grant a consent or permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate;
- 3.5 A Berth Holder must comply with each and every condition of the consent or permit. Each event which is a breach of the consent or permit shall constitute a separate offence under these rules;
- 3.6 Subject to the terms of any consent or permit, the Lessor may cancel, suspend or revoke the consent or permit at any time by notice in writing to the Berth Holder.

4. GUESTS

Berth Holders must ensure that their Guests comply with all of these rule, to the extent that they are relevant and applicable.