

Far North Holdings Ltd
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 In these Terms and Conditions
"Boat" means the vessel identified on the front page of the Registration Agreement.
"Company" means Far North Holdings Ltd, its subsidiaries and any of its businesses, nominees or assignees, and includes, where appropriate, its officers, agents and employees
"Customer" means the person and/or entity identified on the front page of the Registration Agreement.
"hardstand" means the area situated at the Company's Boatyard and utilised for the storage of boats and masts, and for the lifting of boats into and out of the water by the Travel Lift, for the general maneuvering of boats on the graveled area and the associated buildings or structures used for the washing, cleaning, water-blasting, spray painting and other repair and maintenance work..
"travel lift" means the machinery and associated equipment for the transportation of the boat to and from the water and around the hard stand.

2. TERMS AND CONDITIONS OF USE

- 2.1 The Customer shall:
 a) At all times keep the area of the hard stand immediately adjacent to and surrounding the boat in a clean and tidy condition, and shall not store supplies and materials, accessories or debris on that area.
 b) Deposit all garbage in the receptacles provided, provided that where the amount of waste to be removed from and around the boat is considered by the Company, in its sole discretion, to be excessive, then the removal of this waste to be at the Customer's expense.
- 2.2 The Customer shall not:
 a) Make nor permit to be made any noise or disturbance, or perform any act which in the opinion of the Company, in its sole discretion, may be an annoyance or cause a nuisance to any person or entity in and around the hard stand.
 b) Carry out any spray painting without the prior consent of the Company and any such spray painting work shall be undertaken only with adequate covers for the protection of other vessels.
 c) Permit any work or activity to be carried out or undertaken on the boat or on Company's property in contravention of any of the provisions of The Resource Management Act 1991, and the Health and Safety in Employment Act 1992.
- 2.3 Any breach of the above conditions shall be deemed to be a breach of this contract entitling the company to cancel this contract forthwith without notice.

3. CHARGES AND PAYMENTS

- 3.1 The Customer shall duly and punctually pay all charges and amounts owing for work or services provided by the Company when required by the Company, and in any event, before the boat is removed from the hard stand.
- 3.2 Where the Company has given, a quote, estimate or indication of its charges for any particular work or service, the Company reserves the right to review those charges at any time without notice.
- 3.3 The Customer agrees that unless prior arrangements have been made with the Company, all accounts not paid within 30 days after the due date for payment, shall incur interest at 1.5% per month on the outstanding balance.
- 3.4 a) If any monies are owing to the Company by the Customer for work or services provided by the Company including the travel lift, jetty, wharf, or hard stand, in addition to the Company's other remedies at law including the right to exercise a possessory lien over the boat, the Company shall have the contractual right to seize the boat and shall, from the date of such seizure, have a the right to retain the boat in its possession until all outstanding moneys payable to the Company by the Customer have been paid in full
 b) If the moneys owing by the Customer to the Company remain unpaid for more than 21 days, the Company shall, after exercising its right of seizure of the boat, be entitled without further notice to sell the boat by auction or otherwise, together with any chattels situated on or in the boat and the proceeds of such sale shall be applied: first towards the expense of seizure and sale; secondly towards payment of moneys due to the Company; thirdly towards payment of any legal and other costs incurred by the Company in attempting to collect the outstanding money owing by the Customer; and lastly the balance (if any) to the Customer
 c) If there shall be a deficiency of funds from any sale pursuant to this clause to meet the costs noted above, the Company may proceed to recover such deficiency from the Customer.
- 3.5 The Customer gives the Company the authority to publish the name and details of the Customer who becomes a bad debtor and provide those details to any other Marina Operator.
- 3.7 The Customer agrees to indemnify and hold harmless the Company from all claims, suits and demands made by any person or entity in respect of the boat or any chattels seized and sold pursuant to this contract.
- 3.4 The Customer shall be entitled to charge the Customer a penalty fee of \$50 in the event of the Customer failing to keep an appointment for the use of the Travel lift.

4. RISKS AND INDEMNITIES

- 4.1 The Customer acknowledges that the boat placed on the hard stand, and any chattels in, on or fixed to the boat shall not be deemed to be in custody, possession or control of the Company in any manner whatsoever unless and until the company exercises its rights of seizure and sale referred to in clause 3.4
- 4.2 Without limiting any rights of the Customer under the Consumers Guarantees Act 1993
 a) The boat and any other craft which is transported to or from, or stored upon the hard stand, in accordance with the provisions of this Agreement is entirely at the risk of the Customer, and shall remain at the risk of the Customer throughout the term of this Agreement. The Company shall not either directly or vicariously, be liable in negligence or otherwise for any damage to or theft or loss from the boat, and any goods, gear or machinery situated on or around the boat whilst on the hard stand, the travel lift or on the Company's jetty howsoever occurring including, but without limiting the foregoing, loss or damage caused by the removal of the boat by any person not authorised by the Customer to remove it, whether such removal was permitted by the Company or not.
 b) The Company shall not either directly or vicariously, be liable in negligence or otherwise for injury, loss or damage sustained or suffered by the Customer, or any agent, employee, contractor or invitee of the Customer or any other person on the hard stand or the travel lift or in or around the Company's jetty, or inside the adjoining buildings howsoever such loss, damage or injury may occur.
- 4.3 If the work or services provided to the Customer under these Terms and Conditions are for business purposes, the customer agrees that the Consumer Guarantees Act does not apply to this contract.
- 4.4 To the extent permitted at law, the Customer indemnifies and will keep the Company indemnified against all actions, suits, claims, debts, obligations and other liabilities arising out of this contract, or out of any act or omission of the Company or the Customer, its officers, agents, employees, contractors or invitees and the Customer agrees to compensate the Company for any loss or damage to the hard stand, travel lift or the Company's jetty or any of other vessel on the jetty or on the hard stand, or to any other property caused by, or resulting from the acts or omissions of the Customer or its officers, agents, employees, contractors or invitees.
- 4.5 If the signatory on the front page of this Registration Agreement, executes this Agreement as agent, or for or on behalf of the owner of the boat, then the signatory agrees to be jointly and severally liable for the obligations and indemnities under these Terms and Conditions and further warrants to the Company that all work carried out by the Company under this contract has been carried out with the full knowledge and consent of the Customer or owner of the boat.
- 4.6 To the extent permitted by law the Company disclaims any liability for damage sustained by any boat by any means.
- 4.7 Without limiting the forgoing in any way, the maximum liability of the Company for any acts or omission or for any product supplied or in performing any work or service for the Customer, shall not exceed the value of the invoice rendered to the Customer for the work, service or product supplied by the Company.

5. GENERAL

- 5.1 The Company shall be entitled, from time to time, to deliver up the boat stored in accordance with this Agreement or offering such other evidence of ownership authority to receive the boat as the Company may, in its sole discretion deem satisfactory.
- 5.2 Any notice or invoice required to be given to the Customer may be delivered to the customer either personally, or by posting it by ordinary mail addressed to the Customer at the address noted on the front page of this Registration Agreement or by sending it by email to the Customer's email address given on the front page of this Registration Agreement.

MARINA RULES

These Rules apply to all berth occupiers and users of the Company's Marina and Boatyard and it's facilities.
 The Customer agrees to be bound by these Marina Rules as part of its obligations under these Terms and Conditions.

1. In these rules unless the context otherwise requires:
"Manager" means such person as is from time to time appointed to manage the Marina by the Company
"Marina" means the Opua Marina.
2. No person shall berth or knowingly permit to be berthed any vessel in the Marina unless:
 2.1 the vessel is licensed to occupy such berth or otherwise has permission in writing from the Manager.
 2.2 they have first ascertained that the berth is suitable for berthing that vessel.
 2.3 they have ascertained that the berth has dimensions that will contain the vessel within the limit lines prescribed in the Licence for that berth.

3. No person shall, except in case of emergency, sail in the marina.
4. No person shall permit to be on any vessel or elsewhere in the Marina any plant, equipment, fuel or other material or substance in such a condition that it could constitute a hazard or menace to the health or safety of other Marina users or their property.
5. No person shall deposit or discharge into the waters of the Marina any substance of any kind whether liquid or solid including (but not by way of limitation) bilge or toilet contents.
6. No person shall leave on any pier anything that restricts the passage of pedestrians.
7. No person shall erect any structure within the Marina nor attach any items to any piles, piers or walkways without the consent of the manager.
8. No person shall make or permit to be made any noise on a vessel or elsewhere in the Marina which is likely to cause annoyance to any person and in particular (but not by way of limitation):
 - 8.1. all halyards shall be secured in such a manner that they do not make any noise.
 - 8.2. engines, generators and radios shall not be unreasonably operated as far as noise is concerned in the Marina.
9. No person shall anywhere within the Marina and whether or not on or from any vessel:
 - 9.1. solicit for business without the prior written consent of the Manager.
 - 9.2. advertise any vessel for sale without the prior written consent of the Manager.
 - 9.3. use his boat address in the Marina for commercial purposes.
 - 9.4. swim or dive.
 - 9.5. fish.
 - 9.6. operate any model boats.
 - 9.7. hang any laundry.
 - 9.8. navigate any vessel on the water at a speed greater than 5 knots or in such manner that the vessel's wake causes damage or discomfort to other property or persons.
 - 9.9. engage in any conduct that adversely affects the peace, enjoyment or privacy of berth holders.
 - 9.10. keep pets or animals without the prior written consent of the Manager.
 - 9.11. stay on any vessel for more than 14 consecutive nights without the prior written approval of the Manager.
 - 9.12. moor any vessel other than at a Marina berth pursuant to an authorisation lawfully given under a licence or pursuant to these rules.
 - 9.13. leave in any place in the Marina, except in the containers provided, any waste oil or other waste liquids.
 - 9.14. operate or allow to be operated any welding, grinding, sand/water blasting, or spray painting equipment.
10. Any person who is involved in any incident in the Marina whereby any damage is done to any property whatever not owned by the person causing such damage shall report such damage to the Manager as soon as possible.
11. The owner of any vessel berthed in the Marina shall at all times ensure that:
 - 11.1. the fittings on such vessel are of suitable strength, design and condition to adequately secure the vessel.
 - 11.2. all mooring lines are in a suitable condition and suitably protected from wear to adequately secure the vessel at all times.
 - 11.3. only those mooring points provided are used.
 - 11.4. the boat is equipped with adequate fendering to protect the boat.
12. The Manager shall be entitled, in the absence of the owner or Master of a vessel and in order to prevent any damage to any property, to enter such vessel and to move the vessel or carry out repairs to the vessel, and in such circumstances the Manager shall be deemed to be authorised to do so by the owner or Master. Any expense incurred by the Manager or the Company pursuant to the exercise of the powers contained in this clause shall be a debt due to the Company by the owner or Master.
13. The owner of any vessel moored in the Marina shall take out and at all times keep in force a public liability insurance of such sum as the Company may from time to time require. Such insurance shall be with such company or office as the Company shall approve and shall insure the owner and the Master of the vessel against liability for claims by third parties in respect of all property damage caused by the vessel within the Marina. Such owner or Master shall produce the policy or cover note of insurance to the Manager upon demand being made by the Manager.
14. The Master, owner or other person in charge of any vessel in the Marina shall obey the directions of the Manager made for the proper management of the Marina.
15. If the Customer fails or refuses or neglects to do anything required by these rules to be done, observed or performed, or in any manner obstructs, impedes or interferes with the doing of anything required or authorised to be done, such act or omission shall be a breach of these terms and conditions which will entitle the Company to cancel this agreement and cease providing services to the Customer and seek immediate payment of any moneys outstanding to the Company. The Customer shall pay any outstanding monies so demanded under this clause without setoff. The Company's remedies under this clause shall be without prejudice to any other remedies it has under these terms and conditions or at law.

BOATYARD RULES

The Customer agrees to be bound by these Boatyard Rules as part of its obligations under these Terms and Conditions.

1. **The customer shall make payment in full of all monies owing by the Customer to the Company before launching or removal of vessels from the yard.**
2. Bookings for launching should be made at least two days in advance.
3. It is the customer's **responsibility** to instruct the travel lift operator as to the placement of slings prior to lifting.
4. No responsibility will be accepted by boatyard for any damage to any parts of the boat, caused by the vessels approach into the well or by any actions of the lifting process. This also applies to the re-launching process.
5. **Antifouling requirements:** no wet sanding permitted on any unsealed yard surface; dry sanding is permitted only with approved vacuum equipment.
6. A \$20.00 environmental charge is levied to all vessels on the hardstand.
7. Customers must keep vessel work area clean at all times and free of oil, fuel, and paint or epoxy filler. The Customer must not create any hazard for any other person on the hardstand.
8. Welding, grinding or spray painting must be the subject of prior notification to the Company together with the details of the entity which will undertake the work. The Company may at its discretion, forbid such work to be undertaken.
9. NO CRADLE ARM OR PROP SHALL BE MOVED, EXCEPT BY COMPANY STAFF
10. A list of Registered Contractors permitted to work in the Marina / Boatyard is available to all Customers, from the Company's Marina Office. Registered contractors carry Indemnity Insurance to the amount of \$5,000,000.00. For the protection of all boat owners uninsured/unregistered contractors may not perform work in the Company's Marina/Boatyard.
11. All contractors must sign in and out at the Company's Boatyard or Marina office.
12. In addition the Customer's other insurance requirements in these terms and conditions the Customer is required to carry a minimum of **third party insurance** whilst in the Company's boatyard.
13. All Customers, their agents and contractors working at the Company's Boatyard must at all times ensure their activities are undertaken in a safe manner. Specific care needs to be taken around hazardous substances which include fuel supplies and tanks, compressed air, chemicals, batteries, heating equipment and exchanges, LPG bottles, reticulation and appliances.
14. Customers whose vessels use the slipway/cat trailer must provide all the necessary information for the Companies Boatyard to safely slip/haul the vessel, to avoid possible hull and appendage damage. The customer is required to check the set up of the cradle/cat trailer before slipping/hauling. The Company is not responsible for any damage sustained in manoeuvring of the vessel on and off the cradle/cat trailer
15. The Company's Boatyard offers the service of hauling unattended vessels. Registration must be signed and a copy of insurance provided by the Customer in advance. The vessel shall be berthed on the wait berth next to the travel lift and the strops positioning must be clearly marked by the Customer. The Company's Boatyard does not take any responsibility for checking the watertightness of the vessel launched from the hard and placed on wait berth.
16. Gate Access Cards are available from the Company's Marina or Boatyard Office for a refundable deposit of \$20.00
17. Only one Customer's vehicle is permitted per hardstand space. Other vehicles are allowed for loading and unloading time only.
18. All Customers' vehicles parked on the Company's Boatyard or property is at the Customer's risk. The Company will not be held responsible for any overspray or damage.
19. The Customer's vehicles illegally parked, or obstructing boatyard operations may be moved or towed at the Customer's risk and costs.
20. The Company's advertised rates are based on standard operating setup. Requested variations will be charged in addition.
21. The Company does not take any responsibility for waterborne antifouling collecting on decks of Customer's vessel from the water blasting process. The Customer is expected to check and wash decks down as soon as placed in the yard.
22. The Company does not take any responsibility for dust or debris accumulation on vessels from the yard surface.
23. If the Customer fails or refuses or neglects to do anything required by these rules to be done, observed or performed, or in any manner obstructs, impedes or interferes with the doing of anything required or authorised to be done, such act or omission shall be a breach of these terms and conditions which will entitle the Company to cancel this agreement and cease providing services to the Customer and seek immediate payment of any moneys outstanding to the Company. The Customer shall pay any outstanding monies so demanded under this clause without setoff. The Company's remedies under this clause shall be without prejudice to any other remedies it has under these terms and conditions or at law.