

## TAMAKI MARINE PARK YARD RULES

- 1 All companies and tradespersons wishing to work on vessels in the Tamaki Marine Park must have a current Service Providers Licence from Tamaki Marine Park Ltd and have completed the online <u>Tamaki Marine Park Health & Safety Induction</u>. Located on web site.
- 2 You must maintain Public Liability Insurance for a minimum of NZ\$2,000,000.00 (two million NZ dollars). You should be aware that a Ship Repairer's Policy may be required to cover you for work on your customers' boats as your Public Liability may not cover this.
- 3 The consent of Tamaki Marine Park Ltd must be obtained before commencing any spraypainting work outside on the marina or hardstand.
- 4 All work carried out by the tradespersons must comply with the Health and Safety at Work Act 2015.
- 5 It is the Licensee's responsibility to ensure all employees, contractors and sub-contractors comply with all Harbour regulations, Marine Pollution Acts and Regulations and Resource Management Regulations.
- 6 There is no parking guaranteed within the complex and is available as space permits. All vehicles are driven and/or parked within the complex at the owner's risk.
- 7 Scaffolding and ladders used must at all times comply with health and safety requirements.
- 8 The licensee must conduct their business on the property in a business-like manner.
- 9 The Licensee must not represent or permit any other person to represent to any person directly or indirectly that the granting of the licence involves any judgement or expression of opinion by Tamaki Marine Park Ltd in skill or competence of the licensee.
- 10 The licensee must ensure that their sub-contractors and employees comply with the terms of this agreement and be responsible for any breach.
- 11 Owner's liability. Neither Tamaki Marine Park Ltd nor Bledisloe Marine Holdings Ltd will be liable for
  - (a) Any loss or damage to possessions or property belonging to the licensee, subcontractor or employee
  - (b) Any injury which the licensee, sub-contractor or employee may sustain whilst on the property.

- 12 Termination of Licence. Tamaki Marine Park Ltd may withdraw the licence and rights granted under this licence and require the licensee to leave the property if
  - (a) It comes to the notice of Tamaki Marine Park Ltd that the licensee has not maintained the insurance cover
  - (b) Breaches any of the requirements above.
  - (c) Breaches any of the current Terms of Trade with Tamaki Marine Park Ltd.
- 13 Exclusivity. The Licensees rights granted above are not exclusive and Tamaki Marine Park Ltd can grant similar rights to any tradesperson or provider.

Initials

Licensee

Tamaki Marine Park Ltd