



TAIRUA MARINA

TAIRUA MARINE LIMITED
PO Box 68530, Victoria St West, Auckland 1142
09 864 9945 marina@wattsgroup.co.nz

Contractor Registration

Tairua Marine Limited advises that Contractors wishing to undertake work in the confines of the Marina are required to be issued with a Contractor's Licence.

The purpose of the Licence is to ensure Contractors are carrying adequate, and correct current Public Liability Insurance. The types of Public Liability Insurance policies are normally required are as follows.

1. For contractors working within the marina, Public Liability insurance with a minimum limit of indemnity \$5,000,000.
2. For Contractors whose work is on boats more than 8 metres, Public Liability insurance with a minimum limit of indemnity \$5,000,000 & Ship Repairers Liability Insurance with a minimum limit of indemnity \$5,000,000.

A copy of your current Insurance Policy must be held at the Marina office. A new copy of the Policy must be supplied to the Marina office upon each renewal of the Policy e.g. annually. The licence will expire upon expiry of your insurance policy and once a new copy is provided a new licence will be issued accordingly.

TRADESMAN LICENCE TO PROVIDE SERVICES AT TAIRUA MARINA

LICENSEE DETAILS											
Company Name:											
Contact Name:											
Contact Address:											
GST Registration No: <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>											Phone: _____ Mobile: _____ Email: _____
SERVICE											
Type of services to be provided:											
INSURANCE COVER (please circle all applicable)											
Public Liability Cover (\$5m+): Y / N	Ship Repairers Liability (\$5m+): Y / N										
Expiry date:											
ACCEPTANCE DETAILS											
<p>I have read, understood and accept the Rules and Terms and Conditions of this Licence Agreement and agree to be bound by them. In particular I have read paragraph 6 (d) of the Terms and Conditions and I have in place the appropriate Insurance pertaining to the work I will be undertaking at the Marina.</p>											
Signed by the Licensee: _____											
Please print name: _____											
Licence authorised by: _____ (as agent of Tairua Marine Ltd)											
Dated this _____ day of _____ 20____											

TAIRUA MARINE LIMITED

LICENCE TO PROVIDE SERVICES - TERMS & CONDITIONS

1. **Definition:** In this Agreement –
Licensee means the party named in the Licence as being licensed to provide services at the Tairua Marina.
TML means Tairua Marine Limited.
Services means such services of the Licensee as specified in the Licence.
2. **Term of Licence:** this Licence shall be for the term specified in the Licence.
3. **Provision of Service:** provision of services at Tairua Marina shall at all times be subject to all directions and regulations of TML including but not limited to any notices referred in paragraph 12 hereof, and to the Marina Rules printed on this form and on any separate form of Marina Rules handed to the Licensee contemporaneously with the signing of this Licence. The directions and regulations may include but are not limited to defining the area or areas in which the Licensee may provide his services, the use of and duration of use of utilities provided by TML, all aspects of use of the facilities of TML and other matters as TML may in its sole discretion consider necessary or appropriate for the overall management and use of the facilities at Tairua Marina. Any failure by a Licensee to comply with any direction or regulation shall amount to a breach of this Licence by the Licensee. (Refer Clause 10).
4. **Risk and Liability:** the Licensee acknowledges and agrees that the he/she enters Tairua Marina and provides services entirely at his/her own risk and TML shall not in any way be liable to the Licensee or any other person in negligence or otherwise for any loss or injury sustained by the Licensee or any other person while the Licensee is at Tairua Marina.
5. **Indemnity:** the Licensee hereby indemnifies and keeps indemnified TML against all actions, claims, losses or liabilities arising from or connected with the Licensees activities at Tairua Marina. The Licensee further agrees to compensate, pay, indemnify and hold indemnified TML in respect of any loss or damage to any of the equipment or facilities of TML caused wholly or in part by any act or omission on the part of the Licensee or breach of these terms and conditions by the Licensee.
6. **Miscellaneous obligations of the Licensee:**
 - a. The Licensee shall not advertise or hold himself/herself out as being licensed or permitted to provide services at Tairua Marina.
 - b. The Licensee shall at all times conduct his/her business in a clean and tidy manner and shall not be a nuisance or cause annoyance or damage to any other person or property or to TML.
 - c. The Licensee shall not pollute or permit the pollution of the Marina or discharge into the Marina or its waters any poisonous, noxious, dangerous or offensive substance or thing and further he shall not dispose of any garbage, oil, fuel or other materials whatsoever at the Marina except into the containers which may be provided by TML. The failure of TML to provide containers shall not derogate from the Licensee's obligations under this provision.
 - d. The Licensee shall indemnify TML, throughout the term of the Licence, by having in force appropriate Insurance, as listed, relating to the type of work the Licensee wishes to undertake.
 - i. For a contractor working within the marina but not on Boats, Public Liability insurance with a minimum limit of indemnity \$5,000,000

- ii. For Contractors whose work is on boats, Public Liability insurance with a minimum limit of indemnity \$5,000,000 & Ship Repairers Liability Insurance with a minimum limit of indemnity \$5,000,000.
- e. The Licensee agrees that he/she shall comply with all obligations under the Health & Safety in Employment Act 1992 and Regulations.

7. Termination:

- a. Either party may terminate this Licence at any time by giving written notice to the other party
- b. TML, may terminate this Licence forthwith and without formal notice in the event that:
 - i. There is a breach by the Licensee or his employees or agents of any of the terms or conditions of this Licence.
 - ii. The Licences of his/her employees or agent fails to comply with any direction or Regulation given by TML pursuant to Clause 5 hereof.
- c. On the termination hereof the Licensee shall promptly remove from the Marina all his/her goods and effect and in default of his/her doing so TML shall be entitled to revoke the same to any convenient place and to contract for safekeeping thereof and for payment of storage and insurance fees as agent for the owner and all expenses thereby incurred shall be payable by the Licensee to TML who may sue for and recover the same as liquidated damages.
- d. The Licensee shall indemnify TML against all liabilities, fees and expenses, incurred in respect of such removal or storage or any matter arising the rout and whatsoever TML shall do in good faith in respect of such removal or storage or any matter arising there out and whatsoever TML shall do in good faith under this clause shall be deemed to be done as agent for and with full authority and at the rise of the Licensee.
- e. TML shall not be responsible to the Licensee or anyone claiming through the Licence in respect of any claims, losses or liabilities which may arise in connection with the exercise by TML in good faith of its rights pursuant to this clause.

8. Transfer of Assignment: this Licence shall not be assignable or transferable by the Licensee.

9. Notices: the Licensee acknowledges that he/she has observed and read and will take cognisance of all notices, warnings or conditions displayed at or about the areas where the Licensee is authorised to provide his/her services.

10. Notices to Licensee: any notice which TML may be required to give the Licensee may be delivered to the Licensee personally or may be given by posting the notice in a registered letter to the Licensee at the last address of abode or business in New Zealand know to TML.