

DOCKLANDS BERTHING CONDITIONS

1. With reference to Council's *Activities Local Law 2009* ("Local Law"), a person must not, without a permit, moor any vessel on or along any body of water in the City of Melbourne. These Conditions apply to any such permit AND any Person engaging in such activity in the Marina.

Definitions

2. In these Conditions the singular includes the plural and vice versa:
3. 'Berth' means a specified location for the purpose of berthing or mooring a Vessel in the Marina and the action of "berthing" includes mooring.
4. 'Council' means Melbourne City Council and includes any delegate of the Council.
5. 'Marina' includes Melbourne Superyacht Marina and Melbourne City Marina and means any public harbour, marina, moorings, Berth or other facility in the Docklands area for mooring or berthing a vessel.
6. 'Person' means the person in charge or control of a Vessel and includes an owner of a Vessel, charterer, master or agent (other than Council).
7. 'Seaworthy' means a vessel that is under its own power, lawful including being registered and "in a fit state", referring to the condition of hull and equipment, boilers and machinery, the stowage of ballast or cargo, the number and qualifications of crew including officers, and in every other respect, must be of a standard that could withstand the ordinary perils of any voyage entered upon and not pose a threat to the environment.
8. 'Vessel' means a craft designed to navigate on water including fittings, fixtures, contents and equipment on, in or connected to the vessel.

General Terms

9. Vessels must be Seaworthy and Persons must comply with all laws including Council's Local Law.
10. The tying up or fastening of a Vessel to infrastructure including power and water pedestals, piles and gangways is prohibited. Rafting of a Vessel is prohibited unless prior written consent is provided by Council. A Vessel must not overhang the allocated Berth.
11. Persons may reasonably use water, power, sewerage pump-out and other facilities provided for Persons by Council however Council does not warrant that such utilities will be available including in emergencies.
12. Any discharge of polluted effluent through the hull is prohibited including the use of vessel toilets, sinks and showers.
13. The hanging of washing, clothing and articles of a personal nature from the rigging or superstructure of Vessels is prohibited.
14. Refuelling Vessels in the marina is prohibited. Refuelling can be arranged within Docklands however a permit will need to be obtained from the marina office.
15. Persons must immediately report to Council any collision or damage to the Marina, any leakage or spills of fuels, oils and other hazardous substances, fire, explosion or combustible incidents.
16. Major repairs of Vessels are prohibited such as sanding, grinding, painting or refitting of Vessels. Minor repairs of Vessels are permitted provided that Persons notify Council (specifically the Waterways Unit) at least 24 hours in advance of works being undertaken.

17. Items of Vessels such as gear, fittings or equipment, supplies, stores or the like are prohibited from being left upon pontoons, jetties and all other Marina facilities. All lines, rigging, halyards and loose fittings must be properly secured at all times to prevent disturbance to amenity of the precinct.
18. Bathing, swimming, diving or fishing activities are prohibited.
19. Animals are prohibited from being on Marina facilities unless on a leash and under control. Fouling of Marina facilities by animals is also prohibited.
20. Vessel Lighting must be shielded and contained within the Vessel and its Berth unless for the disembarking of passengers and crew. Spotlights are not permitted except in the event of an emergency.
21. All risk in the Vessel, and responsibility for its loss, theft, damage, and all other risks remain with the Person at all times.
22. If a Vessel damages the Marina or Marina facilities, the Person is liable for the cost of repair and agrees to pay the Council such costs.

Relationship

23. Persons have no rights as tenants of Council and the holding of a permit and/or entering of the Marina does not create a relationship of landlord and tenant as between the Council and any Person.

Council's Powers

24. Council may amend these Conditions in any way without notice and Persons agree to be bound by such amended Conditions.
25. Persons must comply with all reasonable directions of the Council including a direction to relocate a Vessel to another Berth or remove it from the Marina. If a Person refuses to comply with a direction, the Person authorises the Council to effect the direction and the Person is liable for all cost incurred and imposed by the Council, including in circumstances where Council is required to relocate and impound a Vessel. Persons also authorise Council to move or relocate a Vessel where it is necessary or expedient including, without limitation, emergencies, events and upon expiry or termination of a permit. Council's powers are in addition to any other powers it has including those under its Local Law.
26. Council has the right to exercise a general lien upon a Vessel while in the Marina until such time as any money due to the Council in respect of the Vessel and/or use of the Marina is paid including berthing, storage, commission, access or other fees and charges.

Insurance

27. Vessels must be insured as well as the Person and the Person's crew, agents, visitors, guests and subcontractors, third parties and their property against all loss and damage caused or associated with the Vessel for a sum of not less than \$10,000,000 in respect of each accident or damage together with adequate salvage insurance. Such insurance, and a Certificate of Registration or Certificate of Survey for the vessel must be valid and maintained in an insurance office of repute and the Person must produce the policy or policies to Council if requested by Council.

Indemnity

28. Persons entering and using the Marina acknowledge that they do so at their own risk and the risk of their crew, agents, visitors, guests and subcontractors.
29. Persons agree to be responsible for and to indemnify the Council against all loss, damage, costs, claims or proceedings incurred by or instituted against the Council or its servants or agents which may be caused by the Person's Vessel or by the Person, their servants, agents, crew, guests or subcontractors except to the extent that such loss, damage, costs, claims or proceedings is caused by the negligence or wilful act of the Council.