

CHAFFERS MARINA LIMITED

BY-LAWS

Chaffers Marina Limited (Marina Company) adopted the following by-laws for the regulation of activities in the Chaffers Marina by unanimous resolution of the directors of the Marina Company on 7 December 2011. These by-laws came into force on 1 January 2012, were amended by resolution of the Board on 20 August 2020, and were revised and re-adopted in full by resolution of the Board on 23 July 2026.

These by-laws replace all previous versions.

PART 1: PRELIMINARY

1. In these by-laws, or in any by-law amending these by-laws, unless the context otherwise requires:

Berth Licence	a current, valid licence of a berth in the Marina, granted by the Marina Company.
Berth Rental Agreement	a current, valid agreement with the Marina Company for the rental or other temporary occupation of a berth in the Marina.
Berth holder	a person who is: (a) the legitimate licensee of a berth in the Marina under a Berth Licence; or (b) the legitimate sub-licensee of a berth in the Marina under a current, valid sub-licence granted to that person by the Marina Company on such licensee's behalf, in accordance with the provisions of such Berth Licence; or (c) the renter or other temporary occupier of a berth in the Marina under a Berth Rental Agreement.
Board	the board of directors of the Marina Company.
CCTV	closed-circuit television and any other electronic surveillance or monitoring system operated by or on behalf of the Marina Company.
Contractor	any person engaged to carry out work in the Marina, whether engaged by the Marina Company, a Berth holder or any other person.
Health and Safety Policy	the policy governing health and safety matters within the Marina, including requirements relating to hazard identification, risk management, emergency procedures, incident reporting, and compliance with applicable health and safety laws and regulations.
In-Water Bio-Foul Cleaning Policy	the policy setting out when in-water cleaning is permitted, the capture and containment requirements that apply, and the steps required if harmful or unusual aquatic species are suspected.

LHDA	the Lambton Harbour Development Area.
Live Aboard Policy	the policy regulating the use of a vessel as a place of residence or accommodation while berthed within the Marina.
Manager	such person as is from time to time appointed to manage the Marina by the Marina Company, or any person so delegated by the Manager to act in that capacity if the Manager at any time is absent for whatever reason.
Marina	the Chaffers Marina as defined on the attached plan.
Marina Policy	any policy or process adopted by the Board from time to time for the management of the Marina and made available to Berth holders, including the Live Aboard Policy, the Permitted Discharges Policy and the In-Water Bio-Foul Cleaning Policy, each as amended or replaced from time to time.
Natural Resources Plan	the Natural Resources Plan for the Wellington Region (operative 28 July 2023) as amended or replaced from time to time, including any plan made under successor legislation to the Resource Management Act 1991.
Permitted Discharges Policy	the policy which identifies the discharges that are prohibited within the Marina and those that are permitted as part of the normal operations of a vessel, together with the conditions that apply to them.
Privacy Act	the Privacy Act 2020, including the information privacy principles and any amendments in force from time to time.

2. These by-laws apply to every person in or about the Marina, including Berth holders, their crew, guests, invitees, and contractors.
3. A reference to any statute, regulation or plan includes any amendment, replacement or successor instrument.

PART 2: BERTHING AND VESSEL MANAGEMENT

4. No person shall berth, or knowingly permit to be berthed, any vessel in the Marina unless the vessel is licensed to occupy such berth or otherwise has permission in writing from the Manager.
5. No person shall, except in case of emergency, sail in the Marina.
6. No person shall navigate any vessel on the water at a speed greater than 3 knots, or in such manner that the vessel's wake causes damage or discomfort to other property or persons.
7. No person shall moor any vessel other than at a Marina berth in accordance with a Berth Licence or Berth Rental Agreement or other authorisation lawfully given by the Manager.
8. Each Berth holder shall at all times ensure, with respect to any vessel berthed in their berth at the Marina, that:
 - 8.1 the fittings on such vessel are of suitable strength, design and condition to adequately secure the vessel;
 - 8.2 all mooring cleats and mooring lines are in a suitable condition, and suitably protected from wear, to adequately secure the vessel at all times; and

- 8.3 only those mooring points provided are used. No shackles are allowed on mooring lines.
9. The Manager shall be entitled, in the absence of the Berth holder, 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 Berth holder, owner or Master. The Berth holder responsible for such vessel will indemnify the Manager and the Marina Company against any actions, claims, demands, losses, costs and expenses incurred in, or resulting (whether directly or indirectly) from, the exercise of the powers contained in this by-law.
10. The Berth holder, Master, owner or other person in charge of any vessel in the Marina shall obey the directions of the Manager.
11. Any person who is involved in any incident in the Marina whereby any damage is done to any property not owned by the person causing such damage or any injury is caused to any person, shall report such damage or injury to the Manager as soon as possible.

PART 3: ENVIRONMENTAL PROTECTION AND BIOSECURITY

12. No person shall deposit or discharge, or allow the deposit or discharge, into the waters of the Marina or stormwater drains any substance of any kind, whether liquid or solid, including (but not by way of limitation) bilge water, fuel, sewage, toilet contents, waste, rubbish, or volatile, noxious or dangerous liquids or substances of any kind, except in accordance with the Resource Management (Marine Pollution) Regulations 1998, the Natural Resources Plan and the Permitted Discharges Policy. Maintenance and repairs undertaken within the Marina must be undertaken in such a manner as to avoid the release of contaminants into the coastal marine area.
13. Without limiting by-law 12, every person shall comply with the Permitted Discharges Policy.
14. In the event of any discharge in contravention of by-law 12 or 13, the person responsible will:
- 14.1 immediately notify the Manager and take all reasonable steps to contain the discharge; and
 - 14.2 reimburse the Marina Company for any reasonable costs and expenses incurred by the Marina Company or any third party in cleaning up, remedying or rendering harmless such discharge.
15. Every person shall at all times while in or about the Marina comply with the requirements of any authority having jurisdiction over the discharge of liquids or substances into any sewerage reticulation system operated by the Wellington City Council, the Greater Wellington Regional Council or any other authority or their successors.
16. In the event of the waters of the Marina being classified by statute or a body appointed by statute, every person while in or about the Marina will ensure that no action or lack of action by that person, or persons under the control of that person, results in any breach of such classification, and will ensure that any liquids or substances discharged by that person, or persons under the control of that person, directly or indirectly into the Marina will not be a breach of any such classification.
17. No person shall leave in any place in the Marina, except in the containers provided, any waste oil or other waste liquids.

18. Each Berth holder shall, with respect to every vessel berthed by the Berth holder in the Marina, maintain the vessel's hull, including antifouling, to a standard that minimises the risk of transferring marine pests and organisms, consistent with guidance issued by the Ministry for Primary Industries and any applicable regional pathway management plan. Without limiting this obligation, the Berth holder shall:
 - 18.1 ensure the anti-foul coating on the vessel has not exceeded its planned service life as specified by the manufacturer;
 - 18.2 keep the hull free of significant biofouling beyond a slime layer and goose barnacles;
 - 18.3 produce evidence of the vessel's antifouling or hull cleaning history to the Manager on request; and
 - 18.4 comply with any reasonable direction of the Manager to clean, treat or remove a vessel that presents a biosecurity risk to the Marina, at the owner's cost.
19. In-water cleaning of biofouling may only be carried out in the Marina with the prior written consent of the Manager and in accordance with the In-Water Bio-Foul Cleaning Policy.

PART 4: CONDUCT AND USE OF THE MARINA

20. 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.
21. No person shall:
 - 21.1 bring upon or store in any boat, yacht or vessel, or anywhere within the Marina, anything which may create a fire hazard, or any machinery, goods or things of an offensive, noxious, illegal or dangerous nature, or of such weight, size or shape as is likely to cause damage to any part of the Marina, or any improvements within the LHDA, or to vessels within the Marina, or vitiate insurance cover held by the Marina Company;
 - 21.2 use the berth for any noisome, noxious, illegal, dangerous or offensive activity; or
 - 21.3 allow any act or thing to be done which may be, or grow to be, a nuisance, disturbance, danger or annoyance to the Marina Company, any Berth holder or any other person,
 - 21.4 and every person shall, while in or about the Marina, conduct their lawful business in a clean, quiet and orderly manner, free from damage, nuisance, disturbance or annoyance to any such other persons.
22. No person shall do, or permit or suffer to be done, or allow persons under the control of that person to do, anything in the nature of overloading on any part of the pontoons, or any other part of the Marina or adjoining wharves, whereby any part thereof may be placed under strain, or cause any part of the structures thereof to stray or deflect from the right line, or so as to damage any part thereof. If any person (including persons under the control of that person) requires to bring onto any part of the Marina or the wharves any heavy machinery or vehicle, they must first obtain approval from the Manager.
23. Subject to by-law 24, no person shall use, or permit or suffer to be used, any chemicals or inflammable gases, fluids or substances in or upon any berth in the Marina, or any other part of the Marina or any wharves, and shall not use, or permit or suffer to be used, any method

- of heating or lighting any berth in the Marina other than by electric current supplied through the meters.
24. A person may use lawful and approved cooking and heating fuels and equipment on board a vessel located in the Marina area where:
- 24.1 that vessel is authorised (pursuant to these by-laws, a valid Berth Licence or a valid Berth Rental Agreement) to be in a berth in the Marina, and is securely berthed in such berth; and
 - 24.2 such fuels and equipment comply with all applicable laws, regulations, local authority requirements and any lawful standards imposed by the Manager, and have been previously approved in writing by the Manager.
25. Without the prior written consent of the Manager, no person shall leave anything on any pier or walkway.
26. No person shall erect any structure within the Marina, nor attach any item to any piles, piers or walkways, without the consent of the Manager.
27. No person shall make, permit, cause or bring about the cause of any nuisance or annoyance to Berth holders, users, invitees or members of the public and occupiers of the LHDA, and in particular shall not commit, permit or suffer on or about the Marina any act which may constitute such a nuisance, danger or annoyance to such persons or to any neighbouring properties. Without limiting the foregoing, each Berth holder shall ensure that all reasonable precautions are undertaken to minimise noise levels from the action of halyards, engines, generators, radios, stereos and any other such apparatus installed on pleasure craft.
28. No person shall, anywhere within the Marina, and whether or not on or from any vessel:
- 28.1 solicit for business without the prior written consent of the Manager;
 - 28.2 without the prior written consent of the Manager, place, paint or exhibit any sign or notice visible from outside the berth, or fail to promptly remove any unauthorised signage on request, making good any damage caused, provided that this provision shall not apply in the case of the names of vessels and to normal signage or advertising on vessels or any part thereof;
 - 28.3 advertise any vessel for sale without the prior written consent of the Manager;
 - 28.4 use a boat address in the Marina for commercial purposes;
 - 28.5 swim or dive for recreational purposes. For the purposes of this by-law, diving does not include essential diving on a vessel for maintenance purposes where such work has been notified to the Manager and approved. Any diving activity in the Marina requires confirmation that all regulatory approvals required have been obtained, in order to ensure that diving is done in accordance with any legislation in force at the time, and in accordance with any guidelines issued by any governmental agency or authority;
 - 28.6 fish;
 - 28.7 operate any model boats without the prior written consent of the Manager;
 - 28.8 hang any laundry;
 - 28.9 engage in any conduct that adversely affects the peace, enjoyment or privacy of Berth holders;

- 28.10 keep pets or animals without the prior written consent of the Manager; or
- 28.11 operate, launch or land any drone, unmanned aircraft or remotely piloted aircraft system over or within the Marina without the prior written consent of the Manager. Any consent given is subject to compliance with the Civil Aviation Act 2023, the applicable civil aviation rules, and any conditions the Manager reasonably imposes to protect the safety, privacy and enjoyment of Marina users.
- 29. Every person who uses or occupies any berth in the Marina shall keep that berth, and other areas which they use within the Marina and LHDA, in a clean and tidy state, and prevent accumulations of rubbish or storage of any property.

PART 5: SAFETY AND MARINA INFRASTRUCTURE

- 30. Every person in or about the Marina shall comply with all reasonable health and safety directions of the Manager, the Health and Safety Policy, and any safety signage, exclusion zones or temporary restrictions imposed by the Marina Company, including during construction, maintenance or emergency works.
- 31. No person shall exceed any load limit, or breach any operating requirement, notified by the Marina Company in respect of any pier, pontoon, wavescreen, gangway or services infrastructure. These requirements include any conditions necessary to preserve the manufacturer's or contractor's warranties and guarantees applying to Marina infrastructure, and the Manager may publish and amend them from time to time.
- 32. No person shall connect any vessel to Marina power, water or other services except through the fittings and connection points provided, and in accordance with any standards notified by the Manager. Shore power leads must comply with applicable electrical safety standards and be maintained in a safe condition, and the Manager may require evidence of a current electrical warrant of fitness or equivalent certification.

PART 6: SECURITY, CCTV AND PRIVACY

- 33. The Marina Company may operate access control systems, including gates, keys, fobs, codes and electronic credentials, for ensuring the security of the Marina. No person shall:
 - 33.1 give, lend or copy any access key, fob, code or electronic credential without the prior written consent of the Manager;
 - 33.2 permit any person to enter through a secure gate or door other than their own crew, guests or invitees, for whom they remain responsible while in the Marina; or
 - 33.3 damage, disable or interfere with any gate, lock, camera, lighting or other security equipment.
- 34. The Marina Company operates CCTV in and about the Marina for the purposes of ensuring the safety and security of people and property, facilitating the day-to-day management of the Marina, and investigating incidents and suspected breaches of these by-laws, a Berth Licence, a Berth Rental Agreement and/or the law.
- 35. The Marina Company will collect, hold, use, disclose and destroy personal information, including CCTV footage and information collected indirectly from third parties, in accordance with the Privacy Act and the Marina Company's privacy statement as amended from time to time. Signage will be displayed in the Marina indicating that CCTV is operating in the Marina.

36. Any person may request access to, or the correction or confirmation of, the personal information held about them by the Marina Company in accordance with the Privacy Act. Such requests should be made to the Manager.

PART 7: INSURANCE

37. Each Berth holder shall, with respect to any vessels berthed or moored in the Marina by the Berth holder, take out, and at all times keep in force, public liability insurance for a sum of not less than \$10,000,000 per event, or such greater sum as the Marina Company may from time to time require by notice to Berth holders. Such insurance shall be with an insurer approved by the Marina Company, and shall insure the Berth holder, owner and the Master of the vessel against liability for claims by third parties in respect of all property damage and personal injury caused by the vessel within the Marina.
38. The Berth holder shall produce the policy or certificate of currency to the Manager on demand, and in any event on each renewal of the policy. Failure to hold or evidence the required insurance is a breach of these by-laws, and the Manager may suspend the vessel's access to the Marina and Marina services until the required insurance is evidenced.

PART 8: LIVING ABOARD, SUBLETTING AND TRANSFER

39. No person shall stay on any vessel for more than 48 consecutive hours without the prior written approval of the Manager, provided that the crew of a vessel of 20 metres in length or greater which has mechanical and/or safety equipment and/or electrical systems running, or which requires monitoring, on a continuous basis, may stay on board if the vessel is equipped with holding tanks approved by the Manager for grey and black water.
40. Approval to live aboard a vessel in the Marina may only be given under, and in accordance with, the Live Aboard Policy.
41. No Berth holder shall sublet, sub-license, rent out or otherwise part with occupation of a berth, and no berth, Berth Licence or Berth Rental Agreement shall be transferred or assigned, except in accordance with the relevant Berth Licence and/or Berth Rental Agreement. Any purported subletting, rental, transfer or assignment made otherwise than in accordance with those processes is of no effect and is a breach of these by-laws.

PART 9: CONTRACTORS AND WORK IN THE MARINA

42. No Contractor shall carry out work in the Marina, other than minor maintenance by a Berth holder on their own vessel, without first notifying the Manager and receiving approval to proceed. The Manager may require, as conditions of approval, that the Contractor:
- 42.1 holds public liability insurance of an amount reasonably specified by the Manager;
 - 42.2 complies with the Health and Safety at Work Act 2015 and any site rules, inductions or permit-to-work requirements issued by the Marina Company;
 - 42.3 carries out the work in a manner that avoids the release of contaminants into the coastal marine area and complies with Part 3 of these by-laws; and
 - 42.4 meets any other reasonable requirements imposed by the Manager.
43. The person engaging a Contractor is responsible for the Contractor's compliance with these by-laws while the Contractor is in the Marina.

PART 10: BREACHES AND ENFORCEMENT

44. If any person fails, refuses or neglects to do anything required by these by-laws to be done, observed or performed, or in any manner obstructs, impedes or interferes with the doing of anything enjoined, required or authorised to be done, or does anything prohibited by these by-laws, such person commits a breach of these by-laws.
45. Where the Manager reasonably considers that a person has breached these by-laws, the Manager may take one or more of the following steps, proportionate to the seriousness and frequency of the breach:
 - (a) issue a verbal or written warning, which may specify remedial action and a timeframe for compliance;
 - (b) issue a formal written notice of breach requiring the breach to be remedied within a stated period;
 - (c) suspend the person's access to Marina services or facilities (including power, water, parking, access credentials or amenity buildings) until the breach is remedied;
 - (d) recommend to the Board that the relevant Berth Licence or Berth Rental Agreement be terminated in accordance with its terms; and
 - (e) refer the matter to the Police, the Greater Wellington Regional Council, WorkSafe New Zealand, the Ministry for Primary Industries or any other authority with jurisdiction.
46. Nothing in these by-laws limits any right or remedy available to the Marina Company under a Berth Licence, a Berth Rental Agreement, the Marina Company's constitution, or the general law, including any right to recover costs arising from a breach. In an emergency, or where there is an immediate risk to safety, property or the environment, the Manager may act immediately without first following the steps in by-law 45.

PART 11: COMPLAINTS AND REVIEW

47. Any person may make a complaint about the conduct of another Marina user, or about the management of the Marina, by giving written notice to the Manager. The Manager will acknowledge the complaint within five working days and will respond as soon as reasonably practicable.
48. A Berth holder who is dissatisfied with a decision of the Manager under these by-laws, including any enforcement step under by-law 45, may request in writing that the Board review the decision, setting out the grounds for the request. The Board may review the decision in such manner as it considers appropriate, and may confirm, vary or reverse it. The Board's decision is final.
49. A request for review does not suspend the operation of the Manager's decision unless the Board directs otherwise. Nothing in this Part prevents any party from exercising their legal rights.

PART 12: ADMINISTRATION

50. The Board may adopt, amend and replace Marina Policies from time to time. The Marina Company will make current Marina Policies available to Berth holders. Every person shall comply with each Marina Policy that applies to them, and a breach of a Marina Policy is a

breach of these by-laws. If there is any inconsistency between a Marina Policy and these by-laws, these by-laws prevail.

52. The Board will review these by-laws at intervals of no more than two years.
53. If any provision of these by-laws is held to be invalid or unenforceable, the remaining provisions continue in full force and effect.

Issued by Authority of Chaffers Marina Limited

Date of revision: August 2026

Date of next review: August 2028

Operations Manager

Board Chair, Chaffers Marina Limited