

VESSEL WORKS MARINE HUB RULES

In these Vessel Works Marine Hub Rules (the “Rules”), the Tauranga City Council Marine Hub is referred to as ‘Vessel Works’.

In these Rules, Vessel Owners, Contractors, and their Representatives are referred to as ‘you’.

These Rules are for Vessel Owners, Vessel Representatives, people working within Vessel Works, those responsible for persons working within Vessel Works and visitors to Vessel Works. These Rules may be shared with anyone working within the Vessel Works facility (the “Vessel Works Facility” or the “Site” or “on-site”). A map identifying the extent of the Site is included in section 16.

By entering the Site, you, your staff, contractors, and subcontractors must adhere to these Rules.

Vessel Works can amend or update these Rules at any time; the most up-to-date version is published on the Vessel Works website.

1. HOURS OF OPERATION

- 1.1 Vessel Works staff are on-site 8:00 am – 4:00 pm Monday to Friday (typical business days).
- 1.2 Standard hours of travel-lift operation are 8:00 am – 4:00 pm Monday to Friday (typical business days).
- 1.3 Work may be completed within Vessel Works at any time. However, you are responsible for providing adequate lighting to undertake works safely.

2. SITE ACCESS

- 2.1 All persons working on-site are required to view or read the Vessel Works induction and pass a test based on the content.
- 2.2 All persons coming on-site must hold the appropriate type and value of insurance specified in Section 11 below.
- 2.3 People on-site fall into the following categories:
 - 2.3.1 Regularly operating on-site – Must complete the Vessel Works Induction annually, provide all requested insurance documentation, and be assigned an individual access tag (at your cost).
 - 2.3.2 Infrequently operating on-site – Must complete the Vessel Works Induction annually, provide all requested insurance documentation, and be assigned a temporary access tag.
 - 2.3.3 Visitors to Site - Must not undertake any work or operate any machinery and is always to be escorted by an inducted person; the person escorting is responsible for the actions of their visitors at all times.
- 2.4 Every person entering Vessel Works must sign in and out of the Site using their individually assigned access tag or sign the visitor book located outside the Vessel Works office.
- 2.5 The Vessel Works office issues access tags for a fee. Each tag is assigned to an individual and must only be used by that person. Lost, stolen, or damaged tags must be reported to Vessel Works. Service providers must advise Vessel Works when a staff member with a tag is no longer engaged by them or no longer needs Site access. To maintain site security, tags will expire on completion of the work period or when the nominated vessel departs. Ongoing access to the Site is at the discretion of Vessel Works.
- 2.6 All persons entering the hardstand must wear a high visibility top and closed-toe shoes as minimum Personal Protective Equipment.

3. ARRIVALS

- 3.1 Vessels entering or exiting Vessel Works water space, wharves and facilities are under the discretion of Vessel Works.
- 3.2 All vessels in the Vessel Works water space must hold the appropriate type and value of insurance specified in Section 11 below.
- 3.3 The vessel named on the Services Agreement must, upon arrival, be of a well-maintained standard, seaworthy and with a clean hull (definition below). The vessel can be cleaned on arrival with prior arrangement with Vessel Works. The vessel must be maintained in this manner for the whole period of its agreement.

- 3.4 Proof of when the vessel's hull was last cleaned must be provided to Vessel Works before arrival.
- 3.5 Clean hull means:
 - 3.5.1 A vessel travelling from outside the immediate Tauranga area must have been antifouled within the last six months or the hull cleaned within the last month; or,
 - 3.5.2 A vessel that works from Tauranga and spends no more than 24 hours in a port outside Tauranga must maintain antifouling in good condition and be re-antifouled at intervals no longer than two years; or,
 - 3.5.3 Have a level of fouling assessed at level 1 or 2 as described by the Bay of Plenty Regional Council (descriptions can be found on the BOPRC website: <https://www.boprc.govt.nz/environment/pollution/marine-pollution/hull-cleaning>).
- 3.6 Vessels arriving into Tauranga as their places of first arrival (PoFA) must abide by the Ministry of Primary Industries (MPI) requirements and New Zealand Customs.
- 3.7 Vessels arriving from ports out of Tauranga should check to ensure that their vessel is not fouled with biohazardous foul including marine pests.
- 3.8 The tidal flow parallel to Vessel Works can run up to five knots. Therefore, Vessel Works strongly recommend that all vessels limit vessel movements to slack water. All vessels operating and manoeuvring within the Vessel Works water space do so at their own risk and responsibility. Any damage caused by a vessel will be charged to the vessel.
- 3.9 Vessels being hauled out must complete the pre-arrival section of the "Vessel Arrival Safety Checklist".

4. DEPARTURES

- 4.1 On the day of departure, the vessel must be clear of the berth by noon unless permission from Vessel Works has been pre-arranged.
- 4.2 The tidal flow parallel to Vessel Works can run up to five knots. Vessel Works strongly recommend that all vessels limit vessel movements to slack water. All vessels operating and manoeuvring within the Vessel Works water space do so at their own risk and responsibility. Any damage caused by a vessel will be charged to the vessel.

5. CREW AND DELIVERIES

- 5.1 Before arrival, the vessel must provide Vessel Works with a full crew list, including names and contact numbers. If this changes during your stay, please get in touch with the Vessel Works office.
- 5.2 You will ensure a qualified skipper and appropriate crew are always available for a berthed vessel. In case of emergency, the crew must be capable of moving the vessel within two hours.
- 5.3 The address of Vessel Works may not be used as a business address for any person or vessel located at Vessel Works.
- 5.4 Any item being delivered to a vessel is to be managed by you. Vessel Works takes no responsibility for any deliveries. Vessel Works must be notified of large items being delivered, prior to the delivery date.
- 5.5 All persons coming on-site must hold the appropriate type and value of insurance specified in Section 11 below.
- 5.6 Temporary Import Entries (TIE)/C4G charging on applicable services at Vessel Works is on a case by case basis. Vessel Works must be provided with a copy of the vessels New Zealand Customs TIE/C4G.

6. VESSELS ON WATER/BERTHED

- 6.1 Vessel Works berthage is for working vessels and vessels undergoing refit and maintenance. Berths are allocated on a day to day basis. The vessel must be a working vessel, part of a working fleet or actively undertaking a refit or maintenance. Any exception to this rule must have written permission from Vessel Works.
- 6.2 Before a vessel is made inoperative, Vessel Works must be notified and approve of the details and timeframe for the works.
- 6.3 Vessel Works can, at their sole discretion, decline or cancel a Services Agreement for any reason. Vessel Works will issue you a notice in writing, and you are required to remove your vessel from the Vessel Works water space within 24 hours.
- 6.4 Living aboard the vessel whilst berthed at Vessel Works is prohibited except for any insurance requirements as written in the policy provided to Vessel Works or minimum manning certificate numbers for a berthed vessel. Vessel Works may issue a written exemption at their sole discretion.

- 6.5 Vessel Works or their agents reserve the right to board any vessel within the Vessel Works water space at any time and without notice.
- 6.6 Any tender or equipment that is occupying water space will be charged on a per metre basis, as per the Vessel Works Price List.
- 6.7 Upon request, Vessel Works, at their discretion, may arrange for the connection of a shore-based power supply to the vessel. The vessel must have a current Electrical Warrant of Fitness (EWOFF). If the vessel does not have a current EWOFF and wishes to use a single piece of electrical apparatus on-board, it may do so after seeking permission from Vessel Works. Connection of the appliance will be via a single lead to a supply ashore. This is a temporary supply and can only be used whilst a person is on the vessel. Should that person leave the vessel, the lead must be disconnected from the shore supply. Any lead used for this purpose must be tested and tagged as compliant with NZ Electrical Regulations.
- 6.8 Environmental conditions and weather (including wind, tide, and sea state) may impact operations at Vessel Works. At the discretion of Vessel Works, you may be required to secure your vessel and equipment or remove your vessel from a berth. Vessel Works will contact the primary person for the vessel and refer to the incoming weather they deem to be a risk.
- 6.9 You **must not**, within the Vessel Works site, water space or on a Vessel located on-site:
- 6.9.1 Sail, moor or manoeuvre a vessel in a manner that creates a danger, impediment, obstacle, or inconvenience to any other user.
 - 6.9.2 Complete the sale of a vessel without notifying Vessel Works.
 - 6.9.3 Deregister a vessel without notifying Vessel Works.
 - 6.9.4 Use the vessel, or any area on-site, for commercial purposes (other than the specific works they are contracted to undertake).
 - 6.9.5 Allow any part of the vessel using the berth/hardstand space (including spars, bowsprits, anchors, davits and tenders or any other item affixed to the vessel) to exceed the agreed dimensions of the berth space.
 - 6.9.6 Allow or permit, vessels other than the nominated vessel to be moored in the berth or alongside.
 - 6.9.7 Moor a vessel anywhere other than at the designated berth.
- 6.10 **You must:**
- 6.10.1 Ensure that all mooring lines are of high quality and such standards appropriate for the sea conditions and size of the vessel and are maintained to Vessel Works satisfaction.
 - 6.10.2 Keep the vessel in such order, condition and state of repair as to prevent it from becoming a nuisance or causing annoyance or damage to any other person, property or environment (having regard to the nature of any Contractor Works to be performed).

7. VESSELS ON HARDSTAND

- 7.1 The Vessel Works hardstand is for vessels undergoing refit and maintenance work. The vessel must complete a schedule of works for their vessel and demonstrate that works are being undertaken. Failure to do so may result in the termination of the Services Agreement. Additionally, any vessel that is believed to be outside the Services Agreement parameters at Vessel Works can be given 24 hours notice in writing to leave the hardstand.
- 7.2 Living aboard a vessel on the hardstand is approved on a case by case basis and can be done only with written approval from the Vessel Works office. Some fees and charges may apply.
- 7.3 Vessel Works, or their agents, reserve the right to board any vessel within Vessel Works at any time and without notice.
- 7.4 Any tender or equipment occupying water space/hardstand space will be charged on a per metre basis, as per the Vessel Works Price List.
- 7.5 Environmental conditions and weather (including wind, tide, and sea state) may impact operations at Vessel Works. At the discretion of Vessel Works, you may be required to secure your vessel and equipment on the hardstand. Vessel Works will contact the primary person for the vessel and refer to the incoming weather they deem to be a risk.
- 7.6 You **must not**, within the Vessel Works site, water space or on a vessel located on-site:
- 7.6.1 Use the vessel, or any area on-site, for commercial purposes (other than the specific works they are contracted to undertake).
 - 7.6.2 Allow any part of the vessel using the berth/hardstand space (including spars, bowsprits, anchors, davits and tenders or any other thing affixed to the vessel) to exceed the agreed dimensions of the berth/hardstand space.
- 7.7 **You must:**

- 7.7.1 Keep the vessel and allocated space in such order, condition and state of repair as to prevent it from becoming a nuisance or causing annoyance or damage to any other person, property or environment (having regard to the nature of any Contractor Works to be performed).

8. WORKING ON-SITE – BOTH ON LAND AND ON WATER

- 8.1 Vessel Works is a working facility near a port and vessels and equipment in the facility will get dirt and grime on them. Therefore, it is every vessels responsibility to keep equipment and vessels clean. Regular cleaning will help reduce residue, build-up and marking of vessels.
- 8.2 All workers have a legal obligation to ensure they do not knowingly put themselves or others in harms way through any action or in-action.
- 8.3 Before conducting any work a risk assessment must be completed; including identifying hazards, assessing levels of risk and implementing controls to mitigate risk. Hazards and controls must be monitored while working.
- 8.4 All injuries, property damage and unsafe acts must be notified to Vessel Works, including WorkSafe Notifiable Events.
- 8.5 Adequate covering/protection (such as tents or wind shields) must be installed before any activity is undertaken that could impact any other person, vessel, equipment, or the environment. This includes but is not limited to spray-painting, grinding, cutting, sandblasting and water blasting. Any impacts caused to others or the environment by your action or inaction is your responsibility, and you will be held accountable.
- 8.6 Tents, enclosures and windshields must be free-standing, must not be attached to the vessel or in-use stands or blocks. In addition, you must ensure that your methods of securing tents, enclosures and windshields are suitable for the wind loading that could be applied to them.
- 8.7 Commercial vessels must have their fire control plan, and private vessels must have their vessel schematics available at the entry/exit point of the vessel. These documents are to support the emergency services in the event of an emergency.
- 8.8 Industry Best Practice Guidelines and the Health and Safety at Work Act 2015 must be adhered to whilst undertaking work on-site. Additionally, Vessel Works has Minimum Standards and pre-approval requirements that must be adhered to for the following activities:

Activity	Vessel Works Minimum Standard	Vessel Works Pre-approval Required
Any work with the risk of falling 5 metres or more	Yes	
Work in which a person breathes compressed air, or a respiratory medium other than air (not diving)		
Diving	Yes	Yes
Hot Work	Yes	Yes
Working in a Confined Space	Yes	Yes
Refuelling	Yes	Yes
Crane Operations with the potential of the crane or load extending over 20m from the ground	Yes	Yes
Spray Painting	Yes	
Garnet Blasting	Yes	
Water Blasting	Yes	
Asbestos	Yes	Yes
Forklift Operations	Yes	
Mobile Elevated Work Platform	Yes	
Miscellaneous Potential High Risk Activities	Yes	Yes
Storage and Use of Hazardous Substances and Dangerous Goods	Yes	
Erecting and Dismantling Scaffold (under 5m high and/or no attached wrap or covers)	Yes	
Erecting and Dismantling Scaffold (over 5m high and/or with attached wrap or covers)	Yes	Yes

- 8.9 Vessel Works reserves the right to pause or stop activities should they coincide with another activity deemed unsafe or do not comply with 8.7 above.
- 8.10 WorkSafe and Vessel Works must be notified of all Notifiable Works at least 24 hours prior to work commencing.
- 8.11 Excessive noise will not be tolerated at any time. Ropes, rigging, sails and halyards on the vessel must be secured to eliminate any unreasonable noise or nuisance.
- 8.12 Hardstand areas, berths, structures and vessels must be kept in safe condition; requiring daily cleaning of the allocated space if work is taking place and weekly cleaning if no work is taking place. You must take steps to protect the surface of the hardstand if activities are being undertaken that could damage or mark it.
- 8.13 Spills must immediately be notified to Vessel Works and cleaned. Vessel Works will hold the person or company responsible and accountable for any damage and cleaning costs to the Vessel Works facility.
- 8.14 You must not solicit for business on-site without the prior written consent of Vessel Works.
- 8.15 All works conducted within the Vessel Works Facility are at the discretion of Vessel Works.
- 8.16 Every vessel on the hardstand must have a representative of the PCBU attend the regular toolbox meetings.

9. DAMAGE & LIABILITY

You must not:

- 9.1 Leave, or otherwise obstruct, any part of the Vessel Works road or accessway in any way that restricts the safe passage of other users.
- 9.2 Make any alterations or modifications or install or affix any item to any part of Vessel Works or its property/assets without Vessel Works prior written consent.
- 9.3 Move, remove, or adjust any stand, cradle arm, prop, block, or other equipment used by Vessel Works to secure vessels at the designated hardstand area. Contact the Vessel Works office if you require this equipment to be moved or changed.
- 9.4 If you do not uplift any item within 24 hours of a request by Vessel Works to do so, Vessel Works retains the right to remove any item left in, or on, Vessel Works. Vessel Works may sell or dispose of the item and apply the proceeds of sale to any costs of moving, storage and disposal. Any costs incurred by Vessel Works in connection with moving, storage or disposal of items pursuant to this clause may be recovered from you.
- 9.5 Any costs incurred by Vessel Works, due to your inaction, action or negligence will be charged to you, your company, or the vessel.

10. ENVIRONMENTAL PRACTICES

- 10.1 Vessel Works expects that you respect the environment we operate in and always work in a manner that does not risk polluting the air, water, or land. Failure to do so may result in legal action.
- 10.2 You must take care when disposing of chemicals and waste
- 10.3 You must keep your work area clean and dispose of any rubbish you see on-site.
- 10.4 You must not allow any work or activity to be carried out or undertaken on the vessel or within Vessel Works in contravention of any of the provisions of the Resource Management Act 1991.
- 10.5 In accordance with International Maritime Organisation (IMO/MARPOL) and harbour restrictions, all discharging from vessels is prohibited.
- 10.6 You must not use any drain or waste system other than for its designated purpose and following Vessel Works information. You shall ensure that no water or other waste is disposed of into the sea or in a manner that otherwise causes, or is likely to cause, any contamination.
- 10.7 You are responsible for disposing of special waste, including but not limited to tyres, fluids etc.
- 10.8 All vessels on the hardstand will be given their own rubbish bin to be kept on their designated hardstand area. When the bin requires collection, contact the Vessel Works office.
- 10.9 Berthed vessels can use the bins by the entrance to Bridge Wharf. They are for the use of persons on vessels berthed at Vessel Works. This is for rubbish used on the vessel itself (no household or any other rubbish). It is mandatory to recycle where possible.

10.10 The disposal of excessive types of rubbish (such as crates, beds, oil drums, tyres, demolition, and construction waste etc) will be at your expense, and please let us know if you need assistance for such disposal. If you leave this type of rubbish for Vessel Works to dispose of, you will be charged the cost of disposal plus an administration charge.

11. INSURANCE

- 11.1 Vessels must, before arrival to Vessel Works, provide evidence of the following insurances:
 - 11.1.1 Protection and Indemnity (P&I) insurance of not less than \$5,000,000.00
 - 11.1.2 Public liability insurance of not less than \$2,000,000.00 covering both the vessel and crew.
- 11.2 Before the commencement of any works, all contractors working on vessels must hold and produce evidence of the following insurances to Vessel Works:
 - 11.2.1 Ship repairer's liability insurance of not less than \$5,000,000.00
 - 11.2.2 Public liability insurance of not less than \$2,000,000.00; and
 - 11.2.3 Any other insurance cover required under the Operator's Contractor accreditation policies.
- 11.3 Suppliers/consultants coming on-site must hold the following insurances:
 - 11.3.1 Public liability insurance of not less than \$2,000,000.00; and
 - 11.3.2 Any other insurance cover required under the Operator's Contractor accreditation policies.
- 11.4 You must maintain and produce renewed insurance documentation. When your insurance expires, access to Vessel Works will be suspended.

12. VEHICLES

- 12.1 All vehicles operated within Vessel Works must be operated by a licenced (where applicable) and/or a trained, competent, and insured operator.
- 12.2 All vehicles must adhere to the published speed limits and standard road rules apply.
- 12.3 Any vehicles parked within Vessel Works must park in a designated parking space, be registered, and have a valid Warrant of Fitness (WOF) and Vehicle Licence (where applicable); otherwise, Vessel Works reserves the right to tow without notice at the expense of the registered keeper.
- 12.4 All vehicles operating or parked within Vessel Works are at your own risk. Vessel Works will not be held responsible for any damage to vehicles at Vessel Works.
- 12.5 If a vehicle is obstructing Vessel Works operations in any way, it may be moved or towed at your risk and expense.
- 12.6 Parking of vehicles on the hardstand is limited to service vehicles in active use and must not block the travel-lift operation. Vehicles cannot be parked on the hardstand for any other purposes. Every vehicle on the hardstand must be within the designated PCBU Area, have the brake applied and keys left in the ignition.

13. FEES & CHARGES

- 13.1 If any fees or charges in respect of any vessel are to be calculated based on the measured length or weight of the vessel. In the case of any doubt or dispute as to the relevant measurement, the prevailing measurement used will be as measured and determined by Vessel Works.
- 13.2 Ongoing hardstand and berthage fees will be invoiced and paid according to the applicable Services Agreement and the terms stipulated on the invoice.
- 13.3 Vessel Works reserves all rights to demand that all fees and any other outstanding invoices owed to Vessel Works be paid in full before or at the time of departure from the Vessel Works facility. Vessel Works reserves the right to refuse return patronage of a vessel or company with outstanding bills or bad credit history.
- 13.4 Vessel Works reserves the right to charge for all services provided as per the Vessel Works Price List.

14. STORAGE

- 14.1 No equipment, supplies, materials, accessories, or debris of any type (including tenders) are to be stored anywhere within Vessel Works without express permission from Vessel Works. Failure to comply will result in charges.
- 14.2 Vessel Works may remove any item left in or on the Vessel Works premises. If you do not remove an item within 24 hours of a request from Vessel Works to do so, Vessel Works may sell or dispose of the item and apply the proceeds of any sale to any costs of storage and disposal. Any costs incurred by Vessel Works in connection with the storage or disposal of such items may be recovered from you.

15. ON-SITE PROTOCOL

- 15.1 Any abuse, verbal or otherwise, or obnoxious behaviour is unacceptable and will not be tolerated on-site.
- 15.2 No alcohol is to be consumed outside of berthed vessel boundaries. Vessel Works approved functions are the only exception. Drinking to excess will not be tolerated at any time. Additionally, no person shall use, be in possession of, or under the influence of any illegal substances anywhere on Vessel Works property and water space.
- 15.3 You must not enter or stay on the Vessel Works site if you are impaired in any way. This includes but is not limited to, illegal substances, alcohol, prescription medication, fatigue or other.
- 15.4 No unlawful activities shall be conducted within Vessel Works boundaries; this includes vessels on the hardstand and in berths.
- 15.5 You must not, within Vessel Works or on a vessel, keep pets or animals on-board.
- 15.6 Dogs must always be kept on a lead and under control on the Vessel Works site. Any fouling must be removed immediately.
- 15.7 Children under 14 must always be under the direct supervision of a competent adult.
- 15.8 The following activities are not permitted: fishing of any sort, swimming, in-water hull cleaning, recreational activities.
- 15.9 Any person failing to comply with any of these Rules will cause the entire crew/staff/contractors to be denied access to Vessel Works premises and immediate removal of the vessel and/or equipment from the Vessel Works facility will be demanded. At the discretion of Vessel Works, this may result in any further access or service requests being denied. Notice to this effect will be given in writing from Vessel Works management and will specify the breach.

16. EXTENT OF THE SITE

