



CONTRACTOR ACCESS AND SERVICES AGREEMENT (Licence)

This document is a site access licence granted by Pacific Safe Harbours Limited trading as Vessel Works to the named company.

Plain-English Summary (Not a Lease or Tenancy): It provides permission to access and operate within the Vessel Works facility but does not create any legal interest in land or water space, nor any form of tenancy or lease under the Residential Tenancies Act 1986, the Property Law Act 2007, or any other legislation.

This summary is for convenience only. The detailed terms of this Agreement are legally binding and take precedence over the information in this summary.

1. PARTIES

Pacific Safe Harbours Limited, NZ Company No. 9220460, trading as Vessel Works, of 6 Ngawhetu Lane, TAURANGA, 3112 ("Licensor" or "Vessel Works")

[_____] (Contractor Legal Name)], NZ Company No. [_____] , of [address] ("Contractor") Together, the Parties.

- 1.1 Where the Contractor is a company or other limited liability entity, Vessel Works requires a Guarantor to guarantee the Contractor's obligations to Vessel Works in accordance with clause 22.

2. BACKGROUND

- 2.1 Vessel Works operates a haul-out, hardstand and marine services facility ("Facility") in Tauranga, New Zealand.
- 2.2 From 01 September 2026, Vessel Works will operate under this Agreement requiring all contractors to hold a licence and comply with strict operational, safety, and commercial controls.
- 2.3 The Contractor wishes to access the Facility to undertake marine work for vessel owners and their representatives.
- 2.4 This Agreement sets out the terms under which the Contractor may access the Facility and provide services.

3. DEFINITIONS

The following terms have the meanings set out below:

- 3.1 **Agreement** means this Contractor Access & Services Agreement, including all Schedules and any updates or variations agreed in writing.
- 3.2 **Contractor** means the legal entity entering into this Agreement, whether a company, sole trader or other permitted business structure, and includes that entity's directors, owners, employees and approved personnel where the context requires.
- 3.3 **Approved Contractor** means a contractor accepted into the VACR and holding a current active licence.
- 3.4 **Client** means any vessel owner, manager, authorised representative or Project Manager for whom the Contractor performs work.
- 3.5 **Confidential Information** means any non-public commercial, operational, technical, financial, client or safety information relating to Vessel Works or its Clients.
- 3.6 **Contractor Agreement** means the current agreement in force between the Contractor and the relevant vessel owner or Client, as amended or replaced from time to time.
- 3.7 **Facility** means the Vessel Works hardstand, haul-out areas, wharf spaces, refit berths, pontoons, workshops, storage areas, and any other controlled site operated by Vessel Works.

- 3.8 **Facility Rules** means all safety, site, operational and environmental rules and directives published by Vessel Works and updated from time to time in respect of access to and the use of the Facility.
- 3.9 **Fees** means all fees, charges, levies, penalties and amounts payable by the Contractor under this Agreement.
- 3.10 **FTE** means Full-Time Equivalent personnel of the Contractor, as determined by Vessel Works.
- 3.11 **Fixed Vessel Works Margin** means the margin set out Schedule 3.
- 3.12 **Minimum Standards** means the Vessel Works minimum safety standards published on its website and updated from time to time.
- 3.13 **Minimum Requirements** means the minimum requirements for Contractors to access and undertake work within the Facility, as required by this Agreement, including requirements relating to insurance, health and safety, environmental controls, regulatory and consent conditions, qualifications, certifications, documentation, plant and equipment, and the Minimum Standards.
- 3.14 **Project Manager** means the Client's representative responsible for managing works onboard the vessel and activity/contractors onsite.
- 3.15 **VACR** means the Vessel Works Approved Contractor Register.
- 3.16 **Services Agreement** means the current services agreement in force between Pacific Safe Harbours Limited trading as Vessel Works and the relevant vessel owner or Client, as amended or replaced from time to time.
- 3.17 **Marine Projects Co-ordinator means** - means a Vessel Works-appointed representative whose role is limited to coordinating and facilitating yard- and facility-related matters within the Facility, including access arrangements, crane coordination, waste and bin provision, power and water access, vehicle movements, hire vehicles, and general site logistics. The Marine Projects Co-ordinator does not supervise, manage, direct, or assume responsibility for any Contractor works.
- 3.18 **Vessel Works Project Management Services** means project management services provided by Vessel Works to a Client or vessel owner under a separate written agreement, scope of works, and fee structure, and expressly accepted by the Client in writing.

4. TERM OF AGREEMENT

- 4.1 This Agreement operates on an annual licence period running from the first day of September to the last day in August of the following year.
- 4.2 The levy is due upon signing and is not refundable under any circumstances, except as provided in clause 4.5.
- 4.3 The annual licence levy applies in full regardless of the date on which this Agreement is signed during the licence period. No reduction, refund, credit, or pro-rating will apply for partial-year access or use, unless Vessel Works expressly agrees otherwise in writing.
- 4.4 Renewal is entirely at the discretion of Vessel Works it is not automatic and is subject to the Contractor continuing to meet Vessel Works' minimum requirements.
- 4.5 If access is suspended, revoked or terminated for reasons not caused by the Contractor's breach of this Agreement or failure to meet the Minimum Requirements, the Contractor will receive a pro-rated refund or credit of the unused portion of the licence levy and any prepaid fees.
- 4.6 This Agreement grants a licence to access the Facility. It does not create any tenancy, leasehold right, or interest in land.

- 4.7 Not less than two (2) weeks prior to the renewal date, the Contractor must complete and return Schedules 1 through 4 to the Vessel Works office, together with the documentation required under those Schedules, current and in date.
- 4.8 Where information previously provided under a Schedule remains unchanged, the Contractor must confirm in writing that there has been no change rather than resubmit that information in full. An updated Schedule 1 personnel/FTE list must be provided at each renewal.
- 4.9 Current insurance information must be maintained throughout the Licence Period and updated with Vessel Works whenever a policy expires, is renewed, replaced, cancelled or otherwise materially changes.
- 4.10 If Vessel Works intends not to renew this Agreement, it will give the Contractor written notice within (2) weeks of receiving the required schedules and documentation, with brief reasons. Failure to provide the required information within the required timeframe may result in non-renewal or suspension of access. Where Vessel Works gives notice that this Agreement will not renew, the Agreement will expire at the end of the current licence period and such expiry will not constitute termination for breach.
- 4.11 The Contractor must promptly notify Vessel Works of any change during the Licence Period to its personnel or FTEs, insurance, subcontractors, declared work activities, company or contact details, or any other information relevant to its approval under this Agreement. Vessel Works may update the Contractor's records and applicable Schedules to reflect any notified or approved change.
- 4.12 Each FTE levy is allocated to the individual named in Schedule 1 and is non-transferable and non-refundable during the Licence Period. Where a named FTE ceases employment or engagement with the Contractor, or no longer requires approval to undertake work onsite, the FTE levy paid for that individual cannot be transferred to another person. Any replacement or additional person undertaking work onsite must be added as a new FTE and the full applicable annual FTE levy paid before that person undertakes work onsite. The FTE levy is not pro-rated for FTEs added during the Licence Period

5. RELATIONSHIP OF THE PARTIES

- 5.1 The Contractor is an independent contractor and is not an employee, partner or agent of Vessel Works.
- 5.2 The commercial contract for all works is in accordance with the Contractor Agreement and is solely and directly between the Contractor and the party that has engaged the Contractor to perform the work, being the vessel owner, vessel management company, charter manager, project manager, or other authorised client representative. Vessel Works is not a party to, and has no liability under, any such contractor agreement.
- 5.3 Vessel Works is not responsible for workmanship, performance, delays, warranties, pricing or contractual disputes between the Contractor and the Client.
- 5.4 The Contractor must not purport to represent or bind Vessel Works in any capacity.
- 5.5 Where the Contractor is a sole trader, all obligations under this Agreement apply personally to that sole trader.
- 5.6 The Contractor will act towards Vessel Works and Vessel Works will act towards the Contractor in good faith and each party will promptly notify the other party of any issues related to the works undertaken for the vessel owner or the Client (as the case may be) or any other issues related to its use of the Facility or this Agreement more generally.

6. VACR MEMBERSHIP, ACCESS & INDUCTIONS

- 6.1 The Contractor must submit all required documentation to be approved for inclusion on the VACR before commencing work onsite.
- 6.2 All personnel must complete a Vessel Works induction no less than two weeks before the date access is required. Vessel Works does not guarantee access for any person who has not completed the induction process within this timeframe, and may decline entry where administrative, safety or operational constraints prevent short-notice processing.
- 6.3 Access tags are issued to individuals only and must not be shared, loaned, duplicated, or used by any person other than the individual to whom the tag is assigned.
- 6.4 The Contractor must ensure that all personnel use their individual access tags correctly when entering or exiting the Facility. Under no circumstances may any person enter by following or “piggy-backing” another user through a gate or door. Any person without an authorised access tag must be signed in as a visitor through the Vessel Works office and must remain under continuous escort by an inducted and approved individual while onsite. Any breach of this clause may result in immediate suspension or revocation of access.
- 6.5 The Contractor must promptly notify Vessel Works when any personnel leave their employment or no longer require access to the Facility, so that access tags and permissions can be deactivated. If the Contractor fails to provide timely notification and an incident, security breach, safety risk, or access-related issue occurs as a result, the Contractor will be liable only for all consequences and losses to the extent caused by that failure.
- 6.6 Access tags may be reassigned between the Contractor’s personnel, provided the tag remains operational, the serial number remains active within the Vessel Works access system, and Vessel Works is notified so access records can be updated.
- 6.7 Replacement charges apply for lost, damaged, or malfunctioning access tags.
- 6.8 From time to time, Vessel Works may upgrade or change its access control systems. Where such changes require new or replacement access tags, the Contractor may be required to purchase new access tags at its own cost.

7. HEALTH, SAFETY AND MINIMUM STANDARDS

- 7.1 The Contractor must comply with all New Zealand workplace laws, including the Health and Safety at Work Act 2015, all applicable regulations, and all Vessel Works Minimum Standards which apply to activities undertaken within the Facility.
- 7.2 The Contractor must maintain and keep current a comprehensive Health & Safety Manual, Standard Operating Procedures (SOPs) for all declared work activities, a hazardous substances register, training and competency records, and any job-specific safety documentation required for the safe completion of work.
- 7.3 Job-specific safety documentation includes, but is not limited to, task analyses, Job Safety Analyses (JSAs), Job Hazard Analyses (JHAs), Safe Work Method Statements (SWMS), confined space entry plans, hot works permits, and any other safety documentation appropriate for the work being performed.
- 7.4 The Contractor must not undertake any work it is not qualified, competent or properly resourced to perform safely, and must ensure workers have appropriate training, supervision and understanding of the tasks required.

7.5 Travel Lift Safety and Exclusion Zones

- 7.5.1 Contractors and their personnel must not impede, obstruct, or interfere with Travel Lift movements anywhere within the Facility. A mandatory exclusion zone of **no less than two metres** must be maintained around the Travel Lift, its slings, and any vessel being lifted or moved. Personnel must follow all instructions issued by Vessel Works staff operating the Travel Lift and must immediately vacate any area designated for vessel lifting or movement. Failure to comply may result in removal from the Facility.

7.6 Flammable Liquids Use, Storage and Fire Safety

- 7.6.1 The Contractor is fully responsible for the safe use, storage, handling, and disposal of all flammable liquids, including but not limited to paints, thinners, solvents, adhesives, fuels, and resins.
- 7.6.2 Flammable liquids must only be stored in approved, clearly labelled flammable storage cabinets or containers, and must never be left unsecured, unattended, or stored inside vessels without appropriate ventilation and controls in place.
- 7.6.3 The Contractor must ensure that suitable and appropriately rated fire-fighting equipment is immediately available in the work area whenever flammable liquids are used or stored. Fire-fighting equipment must be fit for purpose, fully charged, within certification date, and accessible at all times.
- 7.6.4 The Contractor is responsible for ensuring all flammable-liquid activities comply with the relevant Safety Data Sheets (SDS), legislative requirements, and Vessel Works Minimum Standards.

7.7 Environmental Responsibilities

- 7.7.1 Environmental responsibilities include stormwater protection, spill prevention and response, adherence to weather-dependent restrictions on blasting or spraying, waste capture and containment, and compliance with consent conditions applicable to the Contractor's activities within the Facility. These responsibilities also include effective management of noise, air quality, dust, odour, overspray, particulate emissions and other environmental effects arising from the Contractor's activities. The Contractor is not responsible for pre-existing contamination, site-wide conditions, or the acts or omissions of Vessel Works, the Client or other contractors, except to the extent caused or contributed to by the Contractor.

7.8 Waste Management, Rubbish Disposal and Bin Use

- 7.8.1 All rubbish, offcuts, waste materials, packaging, and consumables generated by the Contractor must be placed in the designated Vessel Works waste bins. Waste must not be left on the ground, within the vessel footprint, or in any communal areas.
- 7.8.2 If the Contractor requires a dedicated bin, they must request one through Vessel Works. All 660-litre bins provided are charged for disposal. Contractors must not bring external bins, skips, or waste containers into the Facility unless expressly approved by Vessel Works.
- 7.8.3 In addition to general waste requirements, all special or large waste items—including but not limited to large scraps, pallets, nets, concrete, metals, oils, batteries, hazardous substances, and any items that cannot be placed in the standard Vessel Works bins—must be disposed of correctly and in accordance with applicable legislation, environmental guidelines, and Vessel Works directions.

- 7.8.4 The Contractor is responsible for arranging and paying for the lawful disposal of such materials through approved waste handlers. Dumping, abandonment or unauthorised disposal of any waste is strictly prohibited.
- 7.8.5 The Contractor is responsible for ensuring that all waste is managed in a clean, safe, lawful, and environmentally compliant manner at all times.
- 7.9 Vessel Works may immediately stop any work that it considers unsafe, non-compliant or environmentally inappropriate, inconsistent with applicable consent or regulatory requirements, inadequately insured, or otherwise presents a security or material operational risk or is in breach of this Agreement.
 - 7.9.1 Vessel Works may direct the person undertaking the work to cease the activity and will, as soon as practicable, notify the Contractor's owner, site foreman, supervisor or other responsible representative of the stop-work direction and the reason for it. Work may only recommence once the issue has been addressed to the satisfaction of Vessel Works. The contractor will not be entitled to any payment, reimbursement, compensation or other costs from vessel works arising from or associated with a stop work direction.

8. WORK ACTIVITIES AND ADDITIONAL INSURANCE REQUIREMENTS

- 8.1 The Contractor must complete 'Schedule 4' declaring all types of work it intends to undertake.
- 8.2 Work outside of the declared categories must not be performed without prior written approval from Vessel Works.
- 8.3 Additional or specialised insurance may be required where Vessel Works determines that the nature, scope or circumstances of an activity requires additional insurance, including as a result of Vessel Works' risk profile, insurer requirements, consent conditions or regulatory requirements. Vessel Works will notify the Contractor of the additional insurance required, including the type and minimum limit, and the Contractor must provide evidence of that insurance before undertaking the relevant activity.
- 8.4 Vessel Works may require proof of any additional insurance required under clause 8.3 before approving the relevant work. Where the Contractor cannot demonstrate that the activity can be undertaken in accordance with the Minimum Requirements, Vessel Works may decline to approve the activity within the Facility.
- 8.5 The Contractor must maintain at all times, and provide evidence of upon request, the following minimum insurances:
 - 8.5.1 Public Liability Insurance with a minimum limit of \$2,000,000.
 - 8.5.2 Ship Repairers Liability Insurance with a minimum limit of \$5,000,000. where the Contractor undertakes any physical work, repair, maintenance, installation, alteration or other services onboard or to a vessel.
 - 8.5.3 Professional Indemnity Insurance where any design, engineering, drafting, naval architecture or advisory work is undertaken.
 - 8.5.4 Any additional insurance required by law or required by Vessel Works for specialised or high-risk work. Where the requirement becomes apparent due to a change in the scope or nature of the work, the Contractor must obtain and provide evidence of the required insurance before undertaking or continuing the relevant work.

- 8.5.5 The minimum insurance limits specified in this clause may be amended where required by Vessel Works' insurer, with notice of any amended requirement provided to the Contractor.
- 8.6 The Contractor may engage subcontractors in connection with its works, subject to the following requirements:
- 8.6.1** A subcontractor operating as a sole trader may undertake work under the Contractor's Vessel Works Contractor Licence provided that the sole trader:
- (a) is appropriately covered under the Contractor's applicable insurance policies;
 - (b) is declared and listed as a (paid FTE/subcontractor under Schedule 1;
 - (c) has completed all required Vessel Works induction and access requirements; and
 - (d) complies with this Agreement, the Facility Rules and Minimum Standards.
- 8.6.2** A subcontractor operating through a company or other separate business entity may be engaged by the Contractor but must hold its own current Vessel Works Contractor Licence. All personnel of that subcontractor undertaking work onsite must be declared and paid FTEs under that subcontractor's own licence and comply with the applicable insurance, induction, access and other requirements of that licence.
- 8.6.3** The commercial and payment arrangements between the Contractor and any subcontractor are a matter between those parties. Where subcontracted works or costs are incorporated into the Contractor's invoice to the Client, the full amount invoiced by the Contractor to the Client remains subject to the applicable Vessel Works margin in accordance with this Agreement.
- 8.7 Boat Builders and Own-Brand / Own-Build Vessels**
- 8.7.1** Where a boat builder or vessel manufacturer undertakes completion, commissioning, delivery, warranty, repair or other works within the Facility on a vessel of its own brand or build, that entity will be treated as the Client in respect of that vessel and project and must enter into the applicable Vessel Works Services Agreement.
- 8.7.2** The boat builder or vessel manufacturer must also hold a current Vessel Works Contractor Licence in respect of its own personnel undertaking work onsite. Only those personnel undertaking work onsite are required to be listed as paid FTEs under its Contractor Licence, and the applicable annual FTE licence levy will apply.
- 8.7.3** The fixed Vessel Works margin specified in Schedule 3 will not apply to works undertaken by the boat builder or vessel manufacturer itself, using personnel listed under its Contractor Licence, on a vessel of its own brand or build.
- 8.7.4** Where the boat builder or vessel manufacturer engages another contractor to undertake works on that vessel, the engagement will, for the purposes of the Vessel Works contractor framework, be treated as an engagement of that Contractor by the boat builder or vessel manufacturer in its capacity as the Client, and not as a subcontractor operating under the boat builder's or vessel manufacturer's Contractor Licence.
- 8.7.5** Any Contractor engaged under clause 8.7.4 must hold its own current Vessel Works Contractor Licence and comply with the applicable requirements of this Agreement. The Contractor's invoices must be processed through Vessel Works in accordance with clause 12 and the applicable Vessel Works margin will apply.
- 8.7.6** For the avoidance of doubt, this clause applies only to vessels of the boat builder's or vessel manufacturer's own brand or build. Where a boat builder or vessel manufacturer undertakes work on any other vessel within the Facility, it will be treated as a Contractor in the ordinary manner under this Agreement, including application of the applicable Vessel Works margin.

9. WORK ACTIVITIES, INSURANCE, SECURITY AND ACCESS CONTROL

- 9.1 The Facility is a controlled-access site with CCTV monitoring. Security is critical to operational and safety requirements.
- 9.2 The Contractor must ensure personnel do not leave gates, doors or restricted access points unsecured, without approval from Vessel Works.
- 9.3 Tailgating, bypassing security systems, or providing access to unauthorised persons is strictly prohibited.
- 9.4 The Contractor must maintain records of all personnel onsite at all times.
- 9.5 Each vessel must track and supervise who is onboard, Safety boards are available for use and Vessel Works encourages their adoption.
- 9.6 Security breaches may result in suspension or revocation of access, penalties, cost recovery, or trespass enforcement.

10. VEHICLE ACCESS, PLANT, MACHINERY AND DELIVERIES

10.1 Vehicle access requirements:

- 10.1.1 Vehicle access within the Facility is strictly controlled. Contractors may not drive vehicles onto the hardstand or work areas except where the vehicle is directly required for the performance of work.
- 10.1.2 Where a vehicle is permitted onsite for work-related purposes, the owner must be available to move the vehicle. This vehicle must be parked within the confines of the vessels allocated footprint.
- 10.1.3 No vehicle may be parked or stored onsite overnight unless expressly approved by Vessel Works.
- 10.1.4 The Facility is not to be used as a general parking or storage area for contractor vehicles or trailers/Storage. If this occurs storage fees may be incurred.
- 10.1.5 All vehicles permitted onsite must travel at walking speed and not exceed ten kilometres per hour. They must have their hazard lights activated at all times while transiting the hardstand.
- 10.1.6 Trailers or portable units used for the purpose of works shall be within the vessels prescribed area unless approved by vessel works.

10.2 Mobile plant, machinery and certified operator requirements:

- 10.2.1 All mobile plant and equipment brought onto the Facility—including, but not limited to, Mobile Elevated Work Platforms (MEWPs), forklifts, cranes, telehandlers, and specialised machinery—must be operated solely by certified and competent operators. Evidence of certification must be produced upon request.
- 10.2.2 All mobile plant and equipment must either be hired or rented from a reputable and approved supplier or, if personally owned or owned by the Contractor's business, must meet the following minimum requirements:
 - (a) current inspection and service records;
 - (b) evidence of compliance with all applicable New Zealand safety standards;

- (c) a current certificate of fitness or equivalent safety certification (where applicable);
- (d) appropriate guarding, safety systems and operational controls in full working order.

10.2.3 Vessel Works may decline access to any plant or equipment that does not meet these standards.

10.2.4 All mobile plant, machinery and specialised equipment must be notified to Vessel Works prior to entering the Facility. Vessel Works may refuse or place conditions on the entry or use of any mobile plant, machinery or specialised equipment having regard to the safety, compliance, operational impact, environmental, insurance or other requirements of the Facility. Vessel Works will act promptly to notify the Contractor of any objection or additional requirements once the relevant details have been received and reviewed.

10.2.5 All deliveries, including materials, machinery, containers or equipment, must be communicated to the Vessel Works office prior to arrival. Any delivery driver or transport operator who is not inducted or approved to access the Facility must be escorted at all times by an inducted Contractor or Vessel Works staff member. Deliveries must only occur at times and locations designated by Vessel Works, and the Contractor is responsible for ensuring safe and compliant unloading procedures.

10.3 Authority to control, restrict or remove vehicles or equipment

10.3.1 Vessel Works reserves the right to move, relocate, restrict, immobilise or refuse any vehicle, trailer, machinery, or equipment that is parked, stored, or operated in a manner that presents an operational, environmental, safety, or access risk.

10.3.2 Any costs incurred by Vessel Works in relocating or managing improperly parked or unsafe vehicles or equipment may be charged to the Contractor responsible.

11. SUPERVISION AND WORK COORDINATION

11.1 Vessel Works staff are available to support vessels, clients and contractors in relation to the operation of the Vessel Works Facility. The staff's role is limited to matters relating to the yard and Facility, including but not limited to access arrangements, crane coordination, waste and bin provision, power and water access, vehicle movements, hire vehicles, and general site logistics, and invoicing. They do not supervise, direct, manage or take responsibility for the Contractor's works. Responsibility for the planning, execution, quality, safety, sequencing and completion of all works remains solely with the Contractor and the client-appointed Project Manager or vessel representative.

11.2 If a Marine Projects Co-ordinator is designated by Vessel Works to support vessels, clients and contractors. The Marine Project Co-ordinator does not supervise, direct, manage or take responsibility for the Contractor's works. Responsibility for the planning, execution, quality, safety, sequencing and completion of all works remains solely with the Contractor and the client-appointed Project Manager or vessel representative.

11.3 Every vessel undertaking works within the Facility must have a client-appointed Project Manager or vessel representative. That person is responsible for the coordination, approval, oversight and communication of all works undertaken on or in connection with the vessel.

11.4 The Contractor must liaise with the client-appointed Project Manager or vessel representative in relation to scope, timing, variations and approvals for the works. The Contractor must keep

- Vessel Works informed of planned onsite activities and coordinate site access and scheduling through the Marine Projects Co-ordinator where required.
- 11.5 Vessel Works does not provide project management services by default under this Agreement.
- 11.6 Where Vessel Works agrees to provide Vessel Works Project Management Services, those services must be:
- 11.6.1 expressly requested by the Client or vessel owner;
 - 11.6.2 documented under a separate written agreement or scope of services; and
 - 11.6.3 subject to agreed fees, exclusions, and limitations of liability.
- 11.7 Unless Vessel Works Project Management Services are expressly agreed in writing, Vessel Works' role is limited to:
- 11.7.1 facility operations and logistics;
 - 11.7.2 site coordination and access control; and
 - 11.7.3 administration of invoicing and payments in accordance with this Agreement.
- 11.8 Even where Vessel Works Project Management Services are provided, the Contractor remains fully responsible for:
- 11.8.1 workmanship and technical execution;
 - 11.8.2 compliance with safety, environmental and regulatory requirements;
 - 11.8.3 performance, delays, defects and warranties relating to its works.

12. INVOICING, PAYMENT FLOW, FEES AND MARGINS

- 12.1 The levy set out in Schedule 3 is due upon execution of this Agreement and is non-refundable, except as provided in clause 4.5.
- 12.2 The Contractor will contract directly with and invoice the vessel owner, client or Client representative under the Contractor Agreement for all labour, materials and works undertaken within the Facility. All invoices relating to works for the Client in connection with the vessel or project within the Facility must be submitted by the Contractor to the Client's appointed representative for approval within the timeframe required by that Project Manager or representative, having regard to the applicable project billing arrangement and the requirement for approved invoices to be provided to Vessel Works in accordance with clause 12.5. Once approved, the Client's appointed representative will submit the invoices to Vessel Works for processing in accordance with this clause.
- 12.3 Except where clause 8.7 applies or Vessel Works expressly agrees otherwise in writing, the applicable Vessel Works margin set out in Schedule 3 will apply to all Contractor labour, materials and works invoiced through Vessel Works in accordance with this clause.
- 12.4 The Client will provide Vessel Works with the proposed scope of works and estimated value of Contractor works for the vessel or project. Where the Contractor becomes aware of any material addition, variation or change to its scope of works or estimated value, the Contractor must notify Vessel Works and the Client-appointed Project Manager or vessel representative as soon as practicable. Vessel Works may confirm the change with the Client and update the recorded scope of works, estimated project value and any applicable deposit or security requirements. The Contractor is not responsible for the accuracy of estimates or information provided by the Client in relation to works outside the Contractor's own scope but is responsible for notifying Vessel Works of material changes to its own scope or estimated value of which it becomes aware.

- 12.5 The Client-appointed Project Manager or vessel client representative is responsible for collating, approving and submitting all Contractor invoices relating to works for the Client in connection with the vessel or project within the Facility. Approved invoices must be provided to Vessel Works no later than the 5th working day of each calendar month for works completed in the preceding period.
- 12.6 Upon receipt of approved Contractor invoices, Vessel Works will prepare and issue a consolidated invoice to the vessel owner or Client by no later than the tenth working day of the month. The consolidated invoice will include the applicable Vessel Works margin.
- 12.7 Payment of the consolidated invoice must be received by Vessel Works from the vessel owner or Client within seven (7) days of the date of issue of the invoice and, in all cases, no later than the twentieth day of the same month. Where different payment terms are agreed under the applicable Services Agreement, Vessel Works will notify the Contractor of the applicable payment terms.
- 12.8 Vessel Works will make payment to Contractors only after cleared funds have been received in full from the vessel owner or Client. Contractor payments will be made within not less than five working days following receipt of cleared funds.
- 12.9 Vessel Works does not advance funds, guarantee payment, or assume responsibility for late or non-payment by the vessel owner or Client.
- 12.10 If the vessel owner or Client does not pay Vessel Works, in respect of a Contractor's invoice, Vessel Works has no obligation to pay the Contractor in respect of that invoice.
- 12.11 If the vessel owner or Client disputes any works or contractor invoice, Vessel Works may withhold the amount relating to the disputed works or invoice until the dispute is resolved directly between the Contractor and the Client and payment is received.
- 12.12 Vessel Works bears no responsibility for workmanship, quality issues, delays, scope disputes, pricing disputes or other commercial matters between the Contractor and the Client.
- 12.13 Vessel Works may impose environmental levies, stand or wait time charges, waste disposal fees, after-hours charges, emergency response costs, and any other fees reasonably required to operate the Facility or project charges to the client in accordance with the applicable 'Services Agreement'. Where any such charge arises as a result of the Contractor's works or activities, the charge will remain payable by the Client to Vessel Works. Any arrangement for the Contractor to reimburse or otherwise bear that cost is a matter solely between the Contractor and the Client.
- 12.14 Vessel Works may amend or update its fees, levies or margin structures by providing not less than 30 days' written notice.

- 12.15 All Contractor invoices relating to works for the Client in connection with the vessel or project must clearly identify the vessel name and Client to which the works relate and must be addressed and submitted for payment to:

For example:

Motor Yacht: **M/Y Example**

Client: **Example Management Company**

Pacific Safe Harbours Limited
(T/A Vessel Works)
6 Ngawhetu Lane
Tuaranga, 3110
New Zealand

The invoice must clearly state the relevant vessel name and Client and, where applicable, the project or work reference. Invoices that do not contain the required information or are addressed to another party may be returned to the Contractor for correction before being processed.

- 12.16 Contractor invoices submitted to Vessel Works are treated as client expenses or disbursements for on-charging purposes only. Vessel Works does not assume responsibility for the Contractor's tax position. The Contractor remains solely responsible for:

- 12.16.1 determining whether GST applies to its supplies;
- 12.16.2 understanding and complying with all tax, Customs, MPI and regulatory requirements; and
- 12.16.3 applying the correct tax treatment having regard to the status of the vessel or Client, including where a vessel operates under a Temporary Import Exemption (TIE).

- 12.17 Vessel Works reserves the right to query, challenge, withhold or reject any Contractor invoice that:

- 12.17.1 appears inconsistent with tax, Customs, MPI or other regulatory requirements;
- 12.17.2 lacks sufficient detail or supporting documentation; or
- 12.17.3 may expose Vessel Works to compliance, financial or regulatory risk.

12.18 Under no circumstances may the Contractor charge Vessel Works any interest, penalties, late payment fees, or other surcharges arising from:

- 12.18.1 delayed or non-payment by the vessel owner or Client; or
- 12.18.2 Vessel Works exercising its rights under this Agreement or the applicable Services Agreement.

- 12.19 The Contractor acknowledges that timely submission of invoices is critical to consolidated client billing process. Failure to submit invoices in accordance with clause 12.2 may result in:

- 12.19.1 the invoice being moved to the next applicable billing cycle; and/or
- 12.19.2 where a Contractor repeatedly fails to comply with the invoicing requirements, Vessel Works will give the Contractor written notice of the non-compliance. The Contractor must remedy the non-compliance by the next applicable billing cycle, failing which Vessel Works may take appropriate administrative action in accordance with this Agreement.

- 12.19.3 In the case of a final invoice for a vessel or project, where the Contractor has failed to submit the invoice within the required timeframe, Vessel Works may give the Contractor three (3) working days' written notice to submit the outstanding invoice. If the invoice is not provided within that period, Vessel Works may take appropriate administrative action in accordance with this Agreement and may result in suspension or revocation of the contractor licence.
- 12.20 The Contractor warrants that it will not request, accept, or receive any payment, rebate, commission, gift, benefit or other consideration (whether monetary or non-monetary) from any Client, vessel owner, manager, representative or related party in connection with works undertaken within the Facility without first disclosing that arrangement to Vessel Works in writing. Any failure to disclose such payments or benefits constitutes a material breach of this Agreement and may result in suspension or revocation of the Contractor's licence.
- 12.21 Vessel Works does not assume any financial responsibility for the failure of any Client, vessel owner, manager or representative to pay invoices issued by Vessel Works. The Contractor acknowledges and agrees that Vessel Works is not a guarantor of Client payment and does not underwrite, insure, or advance payment for Contractor works.
- 12.22 At its sole discretion, Vessel Works may require a Client to provide a deposit, bond, security or other form of financial assurance prior to or during the provision of services in order to mitigate payment risk. Any deposit or security may be held by Vessel Works as security against amounts payable in connection with the vessel or project, including Contractor invoices processed through Vessel Works. The purpose of the security is to ensure, so far as reasonably practicable, that funds remain available to meet outstanding project accounts, including where an invoice is disputed or final amounts remain payable at the completion of the project. The amount and form of any deposit, bond or security will be determined by Vessel Works having regard to the anticipated project value, scope of works, payment risk and any other relevant circumstances.
- 12.23 Nothing in this Agreement gives the Contractor any ownership of, proprietary interest in, or entitlement to any Client deposit, bond or security held by Vessel Works. Following completion of the project and reconciliation of all final accounts, any remaining Client deposit or security will be dealt with in accordance with the applicable Services Agreement.
- 12.24 Prior to the scheduled return to water or departure of a vessel, each Contractor must provide the Client-appointed Project Manager or vessel representative with an up-to-date account of all amounts invoiced and accrued in connection with the vessel or project, together with a reasonable estimate of any further labour, materials or other costs expected to be incurred up to the scheduled return to water or departure. This information must be provided no later than three (3) working days prior to the scheduled return to water or departure, or within such other timeframe notified by Vessel Works. Where additional works, variations or costs arise during that period, the Contractor must communicate those changes promptly to the Client-appointed Project Manager or vessel representative and Vessel Works so that the final account and any deposit or security required to be retained can be adjusted accordingly.
- 12.25 Vessel Works may use the information provided under clause 12.24 to determine the amount of any Client deposit or security required to be retained against final Contractor accounts. Where sufficient cleared funds or security are held to cover all known or reasonably

anticipated outstanding amounts, Vessel Works may, at its discretion, permit the vessel to return to the water or depart the Facility notwithstanding that final Contractor invoices have not yet been issued or processed.

- 12.26 Where a Contractor fails to provide the information required under clause 12.24, or fails to promptly notify any changes in accordance with that clause, Vessel Works may be unable to retain sufficient Client funds or security to cover amounts that were not disclosed. Any such amounts may therefore remain outstanding following the vessel's return to the water or departure from the Facility and may require subsequent recovery from the Client in accordance with the Contractor Agreement and this Agreement. Repeated failure to provide accurate and timely account information may result in administrative action, suspension of access or consideration by Vessel Works when determining renewal of the Contractor's licence. Vessel Works will not be responsible to the Contractor for any shortfall in Client funds or security available to satisfy amounts that the Contractor failed to disclose in accordance with clause 12.24. Any such unpaid amount remains payable by the Client under the Contractor Agreement and is a matter between the Contractor and the Client.
- 12.27 Nothing in this Agreement prevents the Contractor from exercising legal rights available to recover unpaid amounts from the Client, subject to the invoicing and payment arrangements under this Agreement and the applicable Services Agreement.
- 12.28 Where a Contractor invoice, or part of an invoice, is disputed by the Client, Vessel Works may retain from any Client deposit or security held an amount sufficient to cover the disputed amount. The disputed amount will remain held pending resolution of the dispute between the Contractor and the Client. Vessel Works is not responsible for determining or resolving the underlying dispute. Once the dispute has been resolved, the retained amount will be applied or released in accordance with the agreed resolution and the applicable Services Agreement. Where only part of a Contractor invoice is disputed, and the Client has approved the undisputed portion for payment, Vessel Works may process payment of that approved undisputed portion in accordance with this Agreement, provided sufficient cleared Client funds are available, while retaining an amount sufficient to cover the disputed portion until the dispute is resolved.
- 12.29 All invoicing, payment timing, deposits, bonds, securities, partial payments and payment milestones relating to works undertaken within the Facility shall be managed strictly in accordance with this Agreement and the applicable Services Agreement between Vessel Works and the Client, unless Vessel Works expressly agrees otherwise in writing.
- 12.30 If amounts due in connection with the vessel or project remain unpaid by the Client, Vessel Works may exercise any rights and remedies available to it under the applicable Services Agreement, including suspension of services, restriction of access, withholding return of the vessel to the water or departure from the Facility, and seizure or retention of the vessel, where applicable and in accordance with that Services Agreement.
- 12.31 Nothing in this Agreement prevents the Contractor and Client from agreeing payment schedules, deposits, advance payments, progress payments, staged payments, retentions or other payment milestones under the Contractor Agreement. All such payments must be

invoiced and processed through Vessel Works in accordance with this Agreement. The Contractor will invoice the amount payable under its Contractor Agreement, and Vessel Works will apply the applicable Vessel Works margin when invoicing the Client. The use of any such payment arrangement does not alter the total amount payable to the Contractor under the Contractor Agreement, other than any approved variations or changes to the scope of works. The relevant invoices must be submitted to the Client-appointed Project Manager or vessel representative for approval and, once approved, provided to Vessel Works for processing.

- 12.32 From time to time, including for short visits, minor works or other circumstances where the standard invoicing process would create unnecessary administrative burden, Vessel Works may approve an arrangement for payment outside the Vessel Works invoicing process, including direct payment by the Client to the Contractor. Any such arrangement requires prior written approval from Vessel Works on a vessel-by-vessel or project-specific basis and does not create a precedent or ongoing entitlement. The applicable Vessel Works margin will continue to apply to any such arrangement unless Vessel Works expressly agrees otherwise in writing.
- 12.33 The Contractor acknowledges that Vessel Works retains discretion over the invoicing structure and credit controls applicable under this Agreement. Any deviation from the standard invoicing process must be approved in writing by Vessel Works in accordance with this Agreement.
13. The Contractor warrants to Vessel Works that it will include the following provisions in its contractor agreement with the vessel owner or the Client, as applicable:
- 13.1 The Contractor will not request or accept payment directly from the vessel owner or Client for works subject to the invoicing arrangements under clause 12. All Contractor invoices must be submitted, approved and processed in accordance with clause 12, and all payments must be made through Vessel Works unless Vessel Works has expressly approved an alternative arrangement in writing in accordance with clause 12.31.
- 13.2 Vessel Works is not a party to the Contractor Agreement and assumes no liability for any matter arising under or in connection with the Contractor Agreement or the Contractor's performance of the works.
- 13.3 Vessel Works makes no warranty or representation to the vessel owner or Client regarding any work undertaken or not undertaken by the Contractor, including the workmanship, quality, performance, completion or suitability of the Contractor's works.
- 13.4 Vessel Works' responsibilities to the vessel owner or Client are limited to the services and obligations undertaken by Vessel Works under the applicable Services Agreement and that Vessel Works does not assume responsibility or liability for works undertaken by the Contractor under the Contractor Agreement.
- 13.5 the vessel owner or Client must not make any claim or demand against, or commence proceedings against, Vessel Works in respect of the Contractor's works or any workmanship, performance, delay, warranty, scope, pricing or other matter arising under the Contractor Agreement, except to the extent that the claim relates directly to a separate obligation of Vessel Works under the applicable Services Agreement.

14. NON-PAYMENT, CREDIT CONTROL AND SERVICES AGREEMENT RIGHTS

- 14.1 Where a vessel owner or Client fails to pay invoices in accordance with the applicable services agreement with Pacific Safe Harbours Limited trading as Vessel Works (Services Agreement), Vessel Works may exercise any rights available to it under that Services Agreement.
- 14.2 Without limiting those rights, Vessel Works may require, at its discretion:
- a) payment of a deposit in advance of further services being provided;
 - b) suspension of services or access until outstanding amounts are paid;
 - c) provision of a bond or security;
 - d) provision of a guarantor acceptable to Vessel Works.
- 14.3 If any Charges are not paid by the due date for payment, Vessel Works shall be entitled to seize the nominated vessel and shall, from the date of seizure, have a general lien over, and the right to retain and have exclusive possession of, the nominated vessel until all Charges payable by the Client to Vessel Works (including any costs incurred in recovering unpaid amounts or exercising lien rights) have been paid in full. Vessel Works will provide written notice of such seizure to the Client as soon as reasonably practicable.
- The Contractor acknowledges and agrees that the Services Agreement between Vessel Works and the vessel owner or Client may be updated from time to time.
- 14.4 The Contractor acknowledges that Vessel Works may update or amend its Services Agreement from time to time. Any updated or amended Services Agreement will apply prospectively to new projects. Where a change is proposed during an existing project and that change may materially affect the Contractor's works, invoicing or payment arrangements, Vessel Works will consult with the affected Contractor before the change is agreed or applied to that project. No such change will apply retrospectively to works already undertaken.

15. UNAUTHORISED CONTRACTORS AND TRESPASS

- 15.1 Only inducted and approved personnel listed under the Contractor's licence may work within the Facility. Visitors may access the Facility only where they have signed in and comply with Vessel Works' visitor access requirements including being escorted.
- 15.2 For the purpose of this clause, unauthorised personnel includes any person who enters the Facility without completing the required visitor sign-in or access process, or any person undertaking work within the Facility who has not completed the contractor licence or approval, induction, insurance or other requirements applicable to that person under this Agreement and Vessel Works' site requirements.
- 15.3 If the Contractor allows, enables or facilitates unauthorised access or permits unauthorised personnel to undertake work within the facility, Vessel Works may impose an unauthorised access charge of \$1,000 plus GST per incident, suspend or revoke access, and/or terminate this Agreement.
- 15.4 Vessel Works may recover all reasonable costs incurred as a result of unauthorised access, including security, administrative, operational and enforcement costs.

16. POOR WORKMANSHIP, PERFORMANCE FAILURES AND REVOCATION

- 16.1 If the Contractor demonstrates an inability to complete work to the required standard, exhibits repeated poor workmanship, receives repeated complaints which Vessel Works

considers substantiated, uses unqualified personnel, breaches Minimum Standards, or creates operational, reputational or safety risks, Vessel Works may take such action as it considers appropriate having regard to the nature and seriousness of the issue. This may include notifying the Contractor of the concern and providing an opportunity to respond, requiring remedial action, or suspending the Contractor's access or licence with immediate effect where appropriate. Where the matter requires remedial action, Vessel Works will specify a timeframe having regard to the nature and seriousness of the issue. For non-serious matters requiring remedy, the timeframe will be not less than five (5) working days. Following any applicable remedy period, Vessel Works may determine whether any further action is required, including whether access or the licence will be reinstated or revoked. Notification by Vessel Works of a Client complaint or concern does not, of itself, constitute a finding of breach or formal action under this Agreement. Vessel Works may notify the Contractor of Client feedback or concerns to allow the Contractor an opportunity to address the matter, improve its performance or resolve the issue with the Client.

16.2 Any refund or credit arising from suspension or revocation under this clause will be determined in accordance with clause 4.5.

16.3 Vessel Works may notify Clients of workmanship concerns where required for safety, risk management or transparency.

17. DEBT, ARREARS AND FINANCIAL NON-COMPLIANCE

17.1 The Contractor must keep its account with Vessel Works in good standing at all times.

17.2 If any amount owing by the Contractor is overdue by more than ten working days, Vessel Works may suspend access, disable access credentials, refuse further work approvals, or place the Contractor on hold.

17.3 If any amount remains unpaid for more than twenty working days, Vessel Works may treat the non-payment as a material breach and may immediately terminate this Agreement and commence debt recovery proceedings, including recovery of legal costs on a solicitor-client basis.

17.4 Persistent late payment or attempts to circumvent the Vessel Works billing or invoicing structure constitute serious misconduct.

17.5 No refunds apply where suspension or termination occurs due to debt or financial noncompliance.

18. TERMINATION OF AGREEMENT

Suspension

18.1 Vessel Works may, by written notice and with immediate effect, suspend the Contractor's access to the Facility for safety, compliance, environmental, operational or security reasons; Suspension may remain in place while the relevant matter is investigated, addressed or remedied. Vessel Works will notify the Contractor when the suspension is lifted.

Termination

18.2 Vessel Works may terminate this Agreement by written notice to the Contractor if:

- (a) the Contractor materially breaches this Agreement and, where the breach is capable of remedy, fails to remedy that breach within the timeframe specified by Vessel Works having regard to the nature and seriousness of the breach. A material breach includes, without limitation:
- a) failure to maintain any insurance required under this Agreement;
 - b) allowing, enabling or facilitating unauthorised personnel to undertake work within the Facility;
 - c) a serious or repeated breach of the Minimum Standards, health and safety, environmental, security or other compliance requirements under this Agreement;
 - d) undertaking work outside the Contractor's declared work activities without the approval required under this Agreement;
 - e) knowingly using unqualified, uncertified or otherwise unauthorised personnel where qualifications, certification or authorisation are required;
 - f) attempting to circumvent the Vessel Works invoicing or payment structure, including requesting or accepting direct payment from a Client without the written approval required under clause 12;
 - g) failure to pay amounts due to Vessel Works in accordance with clause 17;
 - h) repeated failure to comply with the invoicing, project account or reporting requirements under clause 12;
 - i) serious or repeated poor workmanship, performance failures or conduct creating significant safety, environmental, operational, financial or reputational risk; or
 - j) repeated breaches of this Agreement which, individually may not constitute a material breach, but collectively demonstrate a continuing failure to comply with the Contractor's obligations under this Agreement.
- (b) the Contractor, without reasonable cause or prior agreement or direction of the client or vessel works, ceases, abandons or fails to continue or complete its contracted works, where that failure materially affects the vessel, project or client;
- (c) the Contractor (if a sole trader) becomes bankrupt, or (if a company) enters liquidation or has a receiver appointed, other than where the Contractor can demonstrate to Vessel Works' reasonable satisfaction that it remains solvent and able to perform its obligations;

18.3 The Contractor may terminate this Agreement by providing Vessel Works 14 days written notice. Termination by the Contractor does not entitle the Contractor to a refund or credit of any licence levy, fees or charges, except as expressly provided under clause 4.5.

19. CONFIDENTIALITY

Each Party must keep confidential all confidential information obtained in connection with this Agreement and must not disclose such information except as required by law or with prior written consent.

20. DISPUTE RESOLUTION

- 20.1 The Parties must attempt in good faith to resolve any dispute through direct discussion.
- 20.2 If unresolved, either Party may propose mediation.
- 20.3 Nothing in this clause limits the right of either Party to seek urgent injunctive or equitable relief.

21. GENERAL PROVISIONS

- 21.1 Vessel Works may vary the terms or conditions of this Agreement by written notice to the Contractor. Where practicable, Vessel Works will provide not less than thirty (30) days' written notice of any material variation. Where a variation is required for safety, compliance, environmental, insurance, regulatory, operational or security reasons, Vessel Works may implement the variation within such shorter timeframe as Vessel Works considers necessary having regard to the circumstances. Any variation will apply from the effective date specified in the notice.
- 21.2 **Notices** - Any notice or other written communication, document or demand required to be made or served under this agreement is to be in writing signed by the party giving the notice or by any officer or solicitor of that party and served in accordance with the provisions of part 7 of the Property Law Act 2007 or sent by email (in which case it is delivered when a read receipt is received by the sender of the email).
- 21.3 If any provision is held to be unenforceable, the remaining provisions continue in full force.
- 21.4 **Governing Law** - This Agreement will be governed by and construed in accordance with New Zealand law and the parties submit to the jurisdiction of New Zealand Courts in respect of any matter arising out of this Agreement.
- 21.5 **No Warranties** - The Contractor agrees and acknowledges that other than as set out in this agreement, Vessel Works makes no warranty regarding the availability of work, access to the Facility or any other thing. The Contractor has entered into this agreement relying solely upon the Contractor's own skill and judgment after such inspection and investigation it considers necessary and not on any representations or warranty made by Vessel Works;
- 21.6 **Partial Invalidity**- The illegality, invalidity or unenforceability of a provision of this agreement under any law shall not affect the legality, validity or enforceability of that provision under another law or the legality, validity or enforceability of any other provision of this agreement.
- 21.7 **Further Assurance** - The Contractor undertakes to do all acts and things and execute all deeds and documents as may be required to carry out or give effect to the terms of this agreement.
- 21.8 **Counterpart Execution** – The parties may execute a counterpart copy of this agreement by photocopying this agreement and executing that photocopy. The transmission by facsimile or email by a party of a signed counterpart copy of this agreement to the other parties is deemed proof of signature of the original and the signed copy so transmitted is deemed an original for the purposes of this agreement.
- 21.9 **No Waiver** – No failure or delay on the part of Vessel Works in exercising any power or right under this agreement shall operate as a waiver, nor shall any single or partial exercise of such right or power preclude any other or future exercise of the same, or any other right or power hereunder.
- 21.10 **Assignment** – This agreement and all rights and obligations hereunder are personal to the Contractor. The rights under this agreement are not assignable except with the prior written consent of Vessel Works which consent may be given or withheld as Vessel Works considers appropriate.
- 21.11 **Entire Agreement** – This Agreement constitutes the entire agreement between the parties in relation to its subject matter. This Agreement supersedes all prior negotiations, representations or warranties except where they have been expressly incorporated into this Agreement.

21.12 **No Liability** - Except as specifically provided elsewhere in this Agreement, **Vessel Works is not liable to the Contractor** under or in connection with this Agreement for any indirect or consequential loss or damage or any loss of business, profits or goodwill

22. GUARANTEE

22.1 In consideration of Vessel Works entering into this Agreement with the Contractor and permitting the Contractor and its approved personnel to access and undertake work within the Facility, the Guarantor (if any) unconditionally and irrevocably guarantees the due and punctual performance of the Contractor's obligations under this Agreement and indemnifies Vessel Works against Loss arising from any breach of those obligations. The Guaranteed Obligations include all licence levies, fees, charges, costs and other amounts payable by the Contractor under or in connection with this Agreement, together with the Contractor's other obligations under this Agreement.

22.2 The Guarantor's obligations are principal and continuing obligations and are not discharged or affected by any indulgence, extension of time, variation, waiver, insolvency or other arrangement with the Contractor.

22.3 Vessel Works' rights under this clause are cumulative and continue until all of the Contractor's obligations under this Agreement have been fully discharged.

22.4 Vessel Works may require a Guarantor at any time during the Licence Period.

Signatures

By signing below, the Contractor confirms that the information provided is true, accurate and current; that it has authority to enter into this Agreement in relation to the Nominated company; and that it has read and agrees to be bound by this Agreement, including the General Terms and Conditions, Facility Rules and Minimum Standards.

Client / Company	
Authorised Signatory	
Position	
Signature	
Date	

Guarantor

Guarantor required	
Guarantor type	☐ Individual ☐ Company
Full Legal Name	
Company / NZBN (if applicable)	
Postal / Physical Address	
Email / Phone	
Executed by (name of guarantor)	
Guarantor Signature	
Guarantor Date	
Witness Name	
Witness Signature	
Witness Address	
Witness Occupation	
Witness Date	

Note: The Guarantor guarantees the Client's obligations in accordance with General Terms clause 22.

Vessel Works

Signature		
Position		
Date		

Note: This signature confirms acceptance of the terms and conditions of this Agreement only. It does not constitute Vessel Works' approval of the Contractor's Schedules and does not grant or issue a Contractor Licence. Approval and issue of the Contractor Licence are subject to Vessel Works completing the requirements and approval process set out in Schedule 5.

SCHEDULE 1 – APPROVED PERSONNEL / FTE LIST

This schedule identifies all personnel approved to access the Vessel Works Facility under this Contractor Licence.

Onsite FTEs: The annual licence levy is calculated based on the number of named individuals listed under the Contractor's licence who undertake work onsite within the Facility. Each FTE is allocated to the named individual and is non-transferable during the Licence Period. If the Contractor requires any replacement or additional personnel to undertake work onsite, those personnel must be added to the Contractor's licence and the applicable FTE levy paid before undertaking work onsite, in accordance with clause 4.12.

Personnel who do not undertake work onsite are not required to be included as paid FTEs.

A sole trader subcontractor operating under the Contractor's licence in accordance with clause 8.6 must be listed as a paid FTE under this Schedule. Personnel employed or engaged by a subcontracting company or other separate business entity must be listed as paid FTEs under that entity's own Vessel Works Contractor Licence.

Access Tags: Access tags are separate from the annual FTE licence levy and any applicable access tag fee is payable separately. Where an approved FTE no longer requires an access tag, an active tag may be reassigned to another approved and paid FTE under the same Contractor Licence. Reassignment of an access tag does not transfer, replace or credit an FTE levy.

APPROVED PERSONNEL

Contractors must provide an Excel worksheet listing all personnel requiring approval to undertake work within the Facility. The worksheet must include the following information for each person: Full Name | Role/Trade | Employment Status (Employee/Subcontractor) | Paid FTE (Yes/No) | Access Tag Required (Yes/No) | Induction Completed (Yes/No)

The Excel worksheet will form part of Schedule 1 and must be kept current throughout the licence period. Any additional personnel must be notified to Vessel Works and approved in accordance with this Agreement before undertaking work within the Facility.

FTE DECLARATION

- ☐ Total named onsite FTE count declared: _____ FTE
- ☐ All persons undertaking work onsite under this Contractor Licence are listed as paid FTEs.
- ☐ Any additional personnel or increase in FTE numbers will be notified to Vessel Works and the applicable levy paid before those personnel undertake work onsite.
- ☐ Any sole trader subcontractor operating under this Contractor Licence is appropriately covered under the Contractor's applicable insurance and listed as a paid FTE.
- ☐ Access tags will be deactivated or reassigned to another approved and paid FTE when personnel no longer require access.

DECLARATION

- ☐ All listed personnel have completed or will complete Vessel Works induction prior to site access
- ☐ All personnel will comply with this Agreement, Facility Rules and Minimum Standards
- ☐ No other personnel will access the Facility without prior approval

SCHEDULE 2 – INSURANCE REQUIREMENTS

☐ Public Liability Insurance

Minimum cover: **NZD \$2,000,000**

Insurer: _____

Policy expiry date: _____

☐ Ship Repairers Liability Insurance

Minimum cover: **NZD \$5,000,000**

(Required for Contractors undertaking physical works onboard vessels, or as otherwise required by Vessel Works having regard to the nature and risk profile of the Contractor's activities.)

Insurer: _____

Policy expiry date: _____

☐ Professional Indemnity Insurance

(design & engineering, drafting, naval architecture or advisory services are provided)

Policy limit: _____

Policy expiry date: _____

☐ Additional/Specialised Insurance

Additional or Specialised Insurance Required under Clause 8

Policy expiry date: _____

SUBCONTRACTOR INSURANCE CONFIRMATION

☐ No subcontractors are engaged.

☐ Sole trader subcontractors are engaged under the Contractor's licence. Each sole trader subcontractor is appropriately covered under the Contractor's applicable insurance policies, is listed as a paid FTE under Schedule 1, and has completed or will complete all applicable Vessel Works induction and access requirements before undertaking work onsite.

☐ Company or other separate business entity subcontractors are engaged. Each such subcontractor holds its own current Vessel Works Contractor Licence and maintains the insurance required under that licence.

DECLARATION

☐ All insurance policies listed above are current, valid and in force

☐ Insurance cover applies to all declared work activities undertaken within the Vessel Works Facility

☐ Evidence of insurance has been provided or will be provided upon request

☐ Vessel Works may suspend or revoke access if required insurance lapses or is withdrawn

☐ Every person undertaking work onsite is accounted for as a paid FTE under the applicable Vessel Works Contractor Licence.

SCHEDULE 3 - ANNUAL LEVY AND MARGIN STRUCTURE Contractor (Company or Sole Trader):

Licence Period: Licence Period: 1 September 2026 to 31 August 2027, or as otherwise agreed in writing between the parties.

Agreed Licence Period: _____

ANNUAL LICENCE LEVY

- ☐ Annual Licence Levy: NZD \$50.00 per named onsite FTE (+ GST)
 - ☐ The levy is payable upon signing and is non-refundable except as expressly provided under clause 4.5.- The Levy Will be invoiced Annually.
 - ☐ The levy applies for the full licence period regardless of the date on which the Contractor or additional FTE is added, subject to clause 4.
 - ☐ Every person undertaking work onsite must be accounted for as a paid FTE under a Vessel Works Contractor Licence.
 - ☐ Each FTE is allocated to the named individual and is non-transferable during the licence period.
 - ☐ Access tags are not included in the annual licence levy and are charged separately at the applicable Vessel Works rate.
- Declared Named Onsite FTE Count: _____ FTE × \$50.00
Total Annual Levy Payable: NZD \$_____ (+ GST)

MARGIN STRUCTURE

- ☐ Fixed Vessel Works Margin: 10%
Applies to Contractor works provided to a Client in connection with works undertaken within the Vessel Works Facility, including labour, materials and any subcontracted works or costs incorporated into the Contractor's invoice to the Client.
 - ☐ Where the Contractor engages a subcontractor and that subcontractor invoices the Contractor directly, the applicable Vessel Works margin applies to the full value subsequently invoiced by the Contractor to the Client.
 - ☐ The Vessel Works margin is applied by Vessel Works when invoicing the Client and is not to be added by the Contractor to its invoice.
 - ☐ Margin applies from 1 September 2026, unless otherwise expressly agreed by Vessel Works in writing in accordance with the Agreement.
- ☐ **Own Brand / Build Vessel Exception:** Where clause 8.7 applies, the fixed Vessel Works margin does not apply to works undertaken by the boat builder or vessel manufacturer itself, using personnel listed as paid FTEs under its Contractor Licence, on a vessel of its own brand or build. The applicable annual FTE licence levy remains payable for all personnel undertaking work onsite.
- Any separate Contractor engaged by the boat builder or vessel manufacturer in its capacity as the Client must hold its own Vessel Works Contractor Licence. That Contractor's works are subject to the applicable Vessel Works margin and invoicing arrangements in accordance with this Agreement.

ACKNOWLEDGEMENT

- ☐ The Contractor acknowledges and accepts the levy and margin structure set out above.
- ☐ The Contractor understands that the Vessel Works margin is applied to consolidated invoicing issued by Vessel Works.
- ☐ The Contractor understands that its internal subcontracting arrangements do not alter the application of the Vessel Works margin to the full value of its works invoiced to the Client.
- ☐ No variation applies unless confirmed in writing by Vessel Works.

SCHEDULE 4 – WORK ACTIVITIES AND COMPLIANCE CHECKLIST

Contractor Name: _____

NZ Company No / Sole Trader: _____

Primary Contact: _____

Date: _____

This Schedule forms part of the Contractor Access and Services Agreement (Licence) and must be completed, signed and returned prior to licence approval or renewal.

The Contractor confirms that all ticked activities are undertaken within its normal scope of business and are supported by appropriate safety documentation. The Contractor must maintain the insurance required under clause 8, including any additional insurance required for specialised or high-risk activities.

A. DECLARED WORK ACTIVITIES (tick all that apply)

General Marine Trades

- ☐ Mechanical (inboard / outboard / propulsion)
- ☐ Electrical (AC / DC / shore power / EWoF related)
- ☐ Electronics / navigation / AV
- ☐ Plumbing / hydraulics
- ☐ Refrigeration / HVAC
- ☐ Rigging / spars / standing & running rigging
- ☐ Shipwright / carpentry / joinery
- ☐ Upholstery / canvas / soft furnishings
- ☐ Diving (hull, prop, underwater inspections)
- ☐ Detailing / cleaning / wash-down (including chemical use)

Surface Preparation & Coatings

- ☐ Painting (topside / interior / antifoul)
- ☐ Spray painting
- ☐ Blasting (garnet / soda / other)
- ☐ Sanding / grinding ☐
- Fairing / fibreglass repairs

Metal & Structural Works

- ☐ Welding (MIG / TIG / ARC)
- ☐ Cutting / grinding ☐
- Fabrication
- ☐ Aluminium works

☐ Stainless steel works

High-Risk / Specialist Activities

- ☐ Hot works
- ☐ Confined space entry
- ☐ Working at height
- ☐ Working aloft
- ☐ Lifting operations / rigging
- ☐ Crane interface works
- ☐ Use of MEWPs / forklifts / mobile plant
- ☐ Fuel system works
- ☐ Battery systems (including lithium)
- ☐ Gas systems ☐
- Pressure testing

Professional & Advisory Services

- ☐ Surveying
- ☐ Naval architecture
- ☐ Engineering design
- ☐ Drafting / CAD
- ☐ Project management / consultancy
- ☐ Electrical inspection / EWof / compliance testing
- ☐ NDT / inspection & testing

Other (specify):

☐ _____

B. REQUIRED SAFETY DOCUMENTATION (tick to confirm held & current)

The Contractor confirms the following documentation is held, current and available upon request:

- ☐ Health & Safety Policy / Manual
- ☐ Hazard Identification & Risk Register
- ☐ Task-specific SOPs for declared activities
- ☐ Training & competency records
- ☐ Induction process for workers
- ☐ Emergency response procedures
- ☐ Incident & near-miss reporting process
- ☐ Hazardous substances register
- ☐ Current Safety Data Sheets (SDS)

- ☐ PPE requirements and enforcement policy

C. HIGH-RISK WORK CONTROLS (complete if applicable)

Tick where applicable and confirm documentation is in place:

- ☐ Hot Works Permit system
☐ Confined Space Entry procedures
☐ Working at Height plan/Aloft Plan
☐ Lifting plans / rigging procedures
☐ Isolation & lock-out procedures
☐ Fire prevention & firefighting equipment
☐ Environmental controls (spill kits, containment) ☐
Weather-dependent work procedures (spray, lift, aloft)

D. PLANT, EQUIPMENT & VEHICLES

- ☐ All plant and equipment used onsite is:
- fit for purpose
 - inspected and maintained
 - compliant with NZ standards
 - operated by certified personnel
- ☐ Certification for MEWPs, forklifts, cranes or lifting equipment is held and current
☐ Privately owned equipment meets Vessel Works minimum standards

E. SUBCONTRACTORS

- ☐ No subcontractors used.
- ☐ Sole trader subcontractors used under the Contractor's licence. Each is appropriately covered under the Contractor's applicable insurance, listed as a paid FTE under Schedule 1 and has completed the applicable Vessel Works induction and access requirements.
- ☐ Company or other separate business entity subcontractors used. Each holds its own current Vessel Works Contractor Licence and its personnel undertaking work onsite are paid FTEs under that licence.
- Subcontractor names (if applicable):

The Contractor acknowledges and agrees that:

- ☐ This checklist is a declaration, not an approval of methods.
- ☐ The Contractor acknowledges that its internal subcontracting arrangements do not alter the application of the Vessel Works margin to the full value of the Contractor's works invoiced to the Client.
- ☐ Vessel Works does not review all safety systems as part of licensing.
- ☐ Vessel Works may request evidence of any item listed at any time.
- ☐ Additional documentation may be required:

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following an incident or near miss;
where higher-risk work is undertaken;
where insurer or regulatory requirements apply; or
as part of an annual licence review or site compliance check.

☐ Providing false or misleading information may result in suspension or revocation of the Contractor's licence.

☐ Activities not declared under this Schedule must not be undertaken onsite without prior written approval from Vessel Works. Undertaking undeclared activities without the required approval may result in immediate suspension.

CONTRACTOR DECLARATION

I confirm that the information provided in this Schedule is true, accurate and current, and I will notify Vessel Works of any material change to this information during the licence period.

Name: _____

Position: _____

Company / Sole Trader: _____

Signature: _____ Date: _____

SCHEDULE 5 – VESSEL WORKS CONTRACTOR LICENCE

FOR VESSEL WORKS OFFICE USE

This Schedule records the Contractor Licence issued by Vessel Works under this Contractor Access and Services Agreement. It does not replace or vary the terms of the Agreement.

CONTRACTOR DETAILS

Legal Name: _____

Trading Name (if applicable): _____

NZ Company No. / Sole Trader: _____

Primary Contact: _____

Email: _____

Phone: _____

LICENCE DETAILS

Licence Reference: _____

Licence Period: 1 September _____ to 31 August _____

Licence Status:

☐ Approved

☐ Approved subject to conditions

Approved Onsite FTE Count: _____

Annual FTE Licence Levy: NZD \$ _____ + GST

Access Tags Required/Issued: _____

INSURANCE

Public Liability:

Policy Limit: \$ _____

Expiry: _____

Ship Repairers Liability:

☐ Required ☐ Not Required

Policy Limit: \$ _____

Expiry: _____

Professional Indemnity:

☐ Required ☐ Not Required

Policy Limit: \$ _____

Expiry: _____

Additional / Specialised Insurance:

☐ Required ☐ Not Required

Details: _____

Expiry: _____

LICENCE CLASSIFICATION

☐ Standard Approved Contractor

☐ Own-Brand / Own-Build Boat Builder or Vessel Manufacturer – clause 8.7 applies

If applicable:

Approved Brand / Build: _____

This classification applies only to vessels of the brand/build identified above and does not extend to works undertaken by the Contractor on unrelated vessels.

APPROVED WORK ACTIVITIES

☐ Schedule 4 reviewed

Any limitations, specialist requirements or conditions applying to this Licence:

LICENCE REQUIREMENTS CONFIRMED

☐ Contractor Access and Services Agreement (if applicable) (if applicable) executed

☐ Schedule 1 / current FTE list received

☐ Schedule 2 / insurance requirements satisfied

☐ Schedule 3 / levy and margin structure acknowledged

☐ Schedule 4 / work activities and compliance declaration received

☐ Current insurance certificates received

☐ Required supporting documentation received

☐ Annual FTE licence levy invoiced

VESSEL WORKS APPROVAL

Vessel Works confirms that the Contractor has been approved to operate within the Facility for the Licence Period stated above, subject at all times to compliance with the Contractor Access and Services Agreement, Minimum Standards, Facility Rules, applicable insurance requirements and any conditions recorded on this Licence.

Approved by Vessel Works: _____

Position: _____

Signature: _____

Date Approved: _____

Licence Effective Date: _____

Licence Expiry Date: _____