

For the enjoyment and protection of Scarborough Marina and Scarborough Harbour the following conditions are to be observed by all visitors and patrons

GENERAL

- 1. The owner/skipper is responsible for the **behaviour** of visitors and guests within the Marina precinct and while on his or her vessel.
- 2. Vessels and associated equipment must be stored, maintained and operated with all **care and due diligence**.
- 3. **Children** are to be supervised by an adult at all times. The supervising adult will be responsible for their safety and behaviour whilst in the Marina precinct.
- 4. Normal **rubbish** is to be disposed of in the bins provided. All other items with potential environmental problems such as oil, fuel, paint and other chemicals must be disposed of in the designated receptacles provided for marina visitors in the recycling area. If in doubt, ask the Marina staff for assistance. No fish scraps or bait of any kind is to be left behind or disposed of anywhere in the Marina precinct.
- 5. No **pets** are permitted within the Marina precinct. Guide dogs are required to be on a leash at all times.
- 6. Advertising, canvassing, or conducting any unauthorised **commercial activity** in the Marina is prohibited. The written approval of the Marina Manager must be obtained to offer a vessel for sale from a berth or anywhere else in the Marina area.
- 7. Skippers and crews and contractors should familiarise themselves with the location and method of operation of **fire fighting equipment** on the Marina. Fire hoses are not to be used for any purpose other than fighting fires.
- 8. Vessels are to be kept in an **orderly, clean and tidy manner**. Hanging of washing, clothing, or upholstery on the exterior of the vessel is not permitted.
- 9. All boats must be **insured**, including appropriate cover for Salvage and Wreck Removal and carry a public liability for at least \$10,000,000. Evidence of current insurance must be produced when requested by the Marina office.
- 10. All boat owners must notify the Marina Office if they intend to have any work performed by outside **contractors**. All contractors must report to the Marina Office and advise the type of work to be carried out and produce evidence of appropriate Ship Repairers and Public Liability Insurance to at least \$10,000,000 covering the intended activities.
- 11. **Parking** in the Marina precinct is wholly at owners risk and by permit only. Park only in designated spaces. Vehicles parked in unauthorised areas may be towed away at owner's expense. Motor vehicle access in the Hardstand work area is limited to loading and unloading.
- 12. **Fuelling** is only permitted on the designated fuel dock. Fuelling on unauthorised docks or mooring berths is strictly prohibited.
- 13. Water usage must be kept to a minimum.
- 14. Consumption of **alcohol** is not permitted in the marina except onboard private vessels.
- 15. The **length** of a vessel is the Length Overall (LOA) and includes the outmost extremities of bowsprit and anchor and aft overhangs, including tenders.

- 16. Boats must not be used to **store** chemicals, inflammable or volatile liquids or substances other than those that are reasonably required for the operation of the boat. Any such substances must be stored in appropriate and approved containers).
- 17. Persons in the Marina precinct must abide by the **lawful directions** of Marina staff at all times.
- 18. **Living aboard** a vessel within the Marina is not permitted unless written approval is granted by the Marina Management. Approval may be granted or denied at the sole discretion of the Marina Management. The Marina Management may in its sole discretion terminate any liveaboard arrangement.

WET BERTH AREA

- 19. Only **registered** vessels in a seaworthy condition will be allowed in the marina.
- 20. A four-knot **speed limit** is to be observed within the Marina.
- 21. **Security gates** to the marina berths should be closed promptly after use.
- 22. **Berth areas** must be kept in an orderly and clean condition. **Walkways** are to be kept clean and free of all objects including uncoiled mooring lines, dinghies, other equipment as well as protruding anchors or davits. A facility exists to store tender dinghies on shore. Contact the Marina office for availability and costs.
- 23. **Toilets** on Vessels are not to be used in the marina unless the vessel is fitted with an approved on board system which does not discharge into the harbour. Vessel's toilets not so approved must be secured to ensure that usage is prevented. Sewage pump out solutions are available. Contact the marina office for availability and costs.
- 24. **Swimming** and **fishing** within the Marina area is prohibited.
- 25. **Wind Turbines**/Chargers may only be used between 7am and 7pm. Vessels with no one living on board and/or unattended for longer periods of time should ensure that wind turbines are switched off and blade(s) are secured.
- 26. **Noise** levels from vessels are not to exceed those levels which apply to the adjacent residential area and must be kept to a minimum. Due consideration for other patrons is expected.
- 27. Major **repairs**, painting or refitting of boats in a marina berth is not permitted. Minor mechanical work, polishing & varnishing as well as small repairs and internal painting may be carried out in an environmentally friendly way. Contact the Marina Office for information on permitted activities before commencing any work in a berth.
- 28. All forms of **pollution** including air-born are forbidden. Leaking or spillage of fuel, oil or any other form of hazardous material into the harbour is illegal and will attract heavy penalties.
- 29. Connection to the **electrical power outlets** must only be made only by means of an Australian Standard approved 15-amp extension power lead. Please check with Marina staff if in doubt. The use of 3-phase power or air-conditioning units will attract additional charges. Contact the Marina Office for information.

HARDSTAND AREA

- 30. All painting, sanding, grinding and paint removal must be done within a **screened area** on the hardstand and in consultation with the Marina or Operations Manager. No overspray or airborne waste is permitted outside screened area.
- 31. All **power leads** must be tested and tagged in accordance with Australian Workplace Health and Safety regulations. Please check with Marina staff if in doubt.
- 32. **Welding, Hot Work, Electrical** and **Spray Painting** activities may ONLY be carried out by contractors approved by the Marina for these activities.

- 33. Oil, paint, solvents, old batteries, fuel and other **environmentally hazardous waste** products must be disposed of as directed by the Operations Manager.
- 34. Scrapers, brushes and rollers etc. **Must not be wiped** or cleaned on cradles, pavement or other Marina property.
- 35. All work areas must be **left clean** or a cleaning charge will apply.
- 36. **Workplace Health and Safety regulations** must be abided by at all times in the work area. When in doubt please check with the Operations Manager.
- 37. **Work times** and **noise levels** are controlled by government legislation. When in doubt please check with the Marina or Operations Manager.
- 38. Boats in or on **cradles** or **stands** are placed to the Marina's standard and must not be adjusted. Any alterations, adjustment or movement of the cradle or stand other than by marina staff removes any onus of liability from the Marina. If adjustment is required please check with the Operations Manager.

DRYSTACK STORAGE AREAS

- 39. Access to vessels in the Drystack storage and Operating area is by approval of the Marina Manager only. Marina staff must accompany any visitors to these areas.
- 40. No climbing on Drystack racks will be permitted at any time. If access is required to a vessel in a rack, the vessel must first be retrieved to a safe area by Marina staff.
- 41. No work is allowed in the drystack storage area unless specifically approved in writing by the Marina Manager.
- 42. Power connections to vessels are not allowed in the dry storage and rack storage areas.

Non-observance of these conditions may cause cancellation of any agreement to use the facilities of the Marina.