



## PORTDENARAUMARINA

Port Denarau Marina Ltd ("**the Licensor**") hereby grants permission to the berth licensee named in the schedule ("**the Licensee**") to occupy the berth ("**the Berth**") nominated in the attached schedule for the period stated and at the rental rate therein stated under the following terms and conditions:

### COMMENCEMENT

1. This Agreement commences upon the commencement date stated in the schedule.

### RENT

2. Payable to Licensor.

### RESTRICTION ON USE

**3.1** The Licensee shall not use the berth other than for accommodating the boat nominated in the schedule.

**3.2** The Licensee shall not use the berth other than for berthing the nominated boat whilst the said boat is used for recreational boating purposes. The berth shall not be used to berth commercial fishing boats, boats carrying passengers for hire, work boats, commercial freight carriers or for any other commercial or industrial purposes.

### LICENSEE NOT TO SUBLET

**4.** The Licensee shall not be permitted to sublet or to authorise the use of the berth by any other vessel.

### BYLAWS INSTRUCTIONS AND RULES

**5.** The Licensee agrees to comply with all the marina rules as set out herein.

### Rules

**i)** The Licensee shall at no time allow any part of any vessel using or moored at the Berth to extend beyond the maximum permitted dimensions of the Berth specified in the schedule, with the length being measured from the Berth face of the walkway.

**ii)** The Licensor shall be at liberty at any time to require the Licensee to vacate the Berth either on a temporary or on a permanent basis, and to take up another berth within the marina if there is a berth available. The Licensor shall not be liable to pay any compensation in respect of such change of the berth. The terms of this agreement shall apply to such new berth.

**iii)** The Licensee shall not pollute or permit the pollution of the Marina or discharge into the Marina or its waters any poisonous, noxious, dangerous or offensive substance or thing.

**iv)** Without prejudice to the generality of the preceding provision, the Licensee shall not discharge any sewage or otherwise empty any latrines into the Marina waters, or otherwise dispose of any garbage, oil, fuel or other material whatsoever in the Marina, except into containers which may be

provided by the Licensor.

**v)** The Licensee shall not permit or allow any children for whom the Licensee is responsible, being children under the age of 12 years, to enter into the Marina unless accompanied by an adult.

**vi)** The Licensee shall not engage in any swimming, diving or underwater activities within the Marina, provided that this shall not prohibit maintenance of the nominated boat, subject to such directions as the Licensor may stipulate from time to time.

**vii)** The Licensee shall not within the Marina moor, sail or maneuver any boat so as to create a danger, impediment, obstacle or inconvenience to other Marina users.

**viii)** The Licensee shall ensure that all halyards, lines ropes rigging and sheets on any vessel at the Berth are secured so that they shall not create any noise.

**ix)** For the purposes of mooring any vessel to the Berth the licensee shall use sufficiently sized mooring lines complete with anti-chafe tubes, and shall at all times ensure that these are properly fitted.

The licensor has the right to replace any chaffed or damaged mooring lines at the expense of the licensee.

**x)** The Licensor may serve on the Licensee a notice requiring the Licensee, within the time specified in the notice, to repair the fastenings on any such vessel so as to ensure that they will safely secure the said vessel.

**xi)** The Licensee shall not permit or allow any property, gear or equipment under the control or direction of the licensee to be stored on the Marina, including the walkways, fingers or foreshore thereof, without the express permission of the Licensor.

**xii)** Alcoholic beverages shall not be consumed within the marina except on private vessels, or other premises where consumption of alcoholic beverages is not prohibited by law.

**xiii)** The Licensee shall not use fire fighting equipment supplied by the Licensor for any purpose other than for fighting of fires.

**xiv)** The Licensee shall not store or bring within the Marina motor spirit, petroleum, petroleum products, fuel, oil, LPG, CNG, kerosene or goods of a similarly dangerous or similarly inflammable nature on any Marina structure or area under the control of the Licensor without the prior approval of the Licensor. Provided that nothing within this subclause shall prevent the Licensee from carrying small quantities of fuel, in safe containers, in

quantities reasonably required for small outboard engines or stoves.

**xv)** The Licensee shall not carry out any refueling of any boat within the Marina, other than at the fuel jetty from the designated pumps, unless otherwise directed by the Licensor.

**xvi)** The Licensee shall not alter or modify the Berth or adjacent structures without the prior written approval of the Licensor.

**xvii)** The Licensee shall in the use of the Marina comply with all bylaws from time to time applicable thereto, and shall also comply with any special instructions from time to time issued by the Licensor or any of its agents for the efficient, safe and harmonious use of the Marina, and any of its facilities, by any persons entitled thereto.

#### **LICENSOR NOT TO BE LIABLE**

**6.** The Licensor shall not be liable, and accepts no responsibility, for loss or damage to boats, craft, third party property or persons using the same within the confines of, or near to the Marina, nor for the adequacy or otherwise of the Marina, or of the Berth, or any other part of the facilities of the Marina, and the Licensee shall be liable to the licensor or any person for any loss or damage to property, or death, or personal injury incurred or suffered within the Marina.

#### **LICENSEE'S INDEMNITY**

**7.** The Licensee, in addition, shall indemnify the Licensor against any loss, expense, legal liability, claims and costs incurred by the Licensor as a result of the Licensee's acts or omissions, or the acts or omissions of others to which the licensee has contributed, or the acts or omissions of any persons invited into the Marina

#### **LICENSEE TO INSURE**

**8.** The Licensee shall at all times keep all boats, craft and any other property owned or brought into the Marina by the Licensee and/or invitees of the Licensee fully insured whilst within the confines of, or near to the Marina against loss or damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, act of god, and all other usual maritime risks.

#### **DEFAULT**

**9.** In the event of the Licensee making default in the observance or performance of any obligation on the Licensee's part expressed or implied herein, and such default remaining unsatisfied after 7 days from the date of written notification specifying the default complained of, the licensor may thereupon, and without the need for any further notice, forthwith cancel and terminate this agreement, and require that the vessel shall be removed from the Marina forthwith.

#### **DEFAULT IN COMPLYING**

**10.** If having been notified of a default and not having remedied such default, or the Licensee shall fail to remove the vessel from the Marina as required by the previous clause, the Licensor may without incurring any liability for so doing and without further notice, remove the vessel and recover the cost of removal from the Licensee.

#### **LICENSOR'S LIEN**

**11.** Where the Licensor removes any vessel in accordance with clause 10, it shall be entitled to a lien on the vessel to the extent of the costs of removal and storage.

#### **LICENSOR'S RIGHT TO SELL**

**12.** Should the licensee fail to claim such vessel within the period of one month after the date of such removal, the Licensor may at any time thereafter offer the same for sale and appropriate the proceeds of any resultant sale in satisfaction of such expenses as may be incurred in respect thereof.

#### **CUSTODIAL ARRANGEMENTS**

**13.** The Licensor may, if the Licensor thinks fit, place and maintain on any such vessel such number of custodians as may be necessary, and the Licensor shall be entitled to a lien on the vessel to cover the costs in so doing.

#### **USE OF SERVICES**

**14.** The Licensee may use the water, power and other facilities provided on the structures, in common with any other berth licensees, on an occasional basis only.

#### **DEFINED TERM**

**15.** The expression "Marina" wherever used herein includes the Marina waters, the floating structures, fingers and jetties, all Marina foreshore areas, administration and service areas under the control or administration of the Licensor.

#### **FIJI LAW TO APPLY**

**16.** The law to which this agreement is subject is Fiji law.