



# Port Denarau Marina Dockage Agreement | 2021

*This agreement consists of five (5) pages, and altogether, with the Marina Terms and Conditions constitutes the entire Agreement between Port Denarau Marina Ltd and the Captain/Owner of the Vessel.*

\_\_\_\_\_  
Date Customer Name

\_\_\_\_\_  
Name of Vessel Vessel Make

\_\_\_\_\_  
Year of Built Length

\_\_\_\_\_  
Beam Draft

\_\_\_\_\_  
Phone Contact Mobile Phone

\_\_\_\_\_  
Other Phone Email Address

\_\_\_\_\_  
Vessel Registration # Insurance #

\_\_\_\_\_  
Mailing Address: Home Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Credit Card Details** (Note that there is an administration fee of 3.5% for all payments made through credit cards)

\_\_\_\_\_  
Credit Card Holder Name Credit Card Holder Address

Credit Card Type:  VISA  MASTERCARD  AMEX  UNIONPAY

Credit Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Dockage Rate Deposit

\_\_\_\_\_  
Balance Due Signature of Renter/ Agent



**Booking Details:**

Booking 1: Berth #: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

Booking 2: Berth #: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

Booking 3: Berth #: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

Booking 4: Berth #: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

Booking 5: Berth #: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

Booking 6: Berth #: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

Booking 7: Berth #: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

Booking 8: Berth #: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

Booking 9: Berth #: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

Booking 10: Berth #: \_\_\_\_\_ Dates of Stay: \_\_\_\_\_

*(Note: Any other bookings please state on email, Berth Numbers will be filled in by Port Denarau Marina Office)*

**AGENT AGREEMENT**

Agreement made \_\_\_\_/\_\_\_\_/\_\_\_\_, between \_\_\_\_\_ [name of Captain/Owner], of \_\_\_\_\_ Vessel \_\_\_\_\_, and \_\_\_\_\_ [Agent].

In consideration of all charges incurred for the above said vessel, receipt of which is acknowledged, the parties agree as follows:

**DURATION**

Indemnity under this agreement shall commence on the date of arrival of the vessel into the marina from \_\_\_\_/\_\_\_\_/\_\_\_\_ and shall continue in full force until the departure of the vessel when all outstanding amounts are settled.

**PAYMENT**

The Agent above agrees that all charges in relation to the Vessel specified above will be borne by the Agent and is due on the date of departure of the said Vessel. All outstanding amounts thereafter may be subject to interest. Port Denarau Marina holds \_\_\_\_\_ [Agent] responsible for any additional legal costs to recover amounts owing by the vessel.

In witness, the parties have executed this agreement at Port Denarau Marina on \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
**Captain/Owner                      Date                      Agent                      Date**

This agreement is approved by Port Denarau Marina Ltd.

Signed on behalf of Port Denarau Marina Ltd: \_\_\_\_\_ on: \_\_\_\_\_



## **Private Berthing Terms & Conditions**

Port Denarau Marina Limited ("**Licensor**" or "**we**" or "**our**" or "**us**" being terms which, where the context permits or as determined by us, includes our employees, contractors, agents, visitors and guests) hereby grants a non-exclusive licence to the berth licensee named in the schedule enclosed ("**Licensee**" or "**you**" or "**your**" being terms which, where the context permits or as determined by us, includes all persons on the Boat, your employees, contractors, agents, visitors and guests) to occupy the berth ("**Berth**") marked in the schedule at Port Denarau Marina, Denarau Island, Fiji ("**Marina**") for the period stated ("**Term**") and at the rental rate therein stated ("**Rent**") under the following terms and conditions:

### **COMMENCEMENT**

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

1.1 In consideration of the Licensee paying the Rent to the Licensor, the Licensor grants to the Licensee a non-exclusive licence to use the Berth for the Term.

### **RENT**

2. Rent (plus VAT) is payable by you to us in advance without any set-off, withholding or deduction on the dates specified in the schedule.

2.1 For stays of more than a month, a deposit of one month's Rent is payable at the time of booking with the full balance payable 2 weeks before your scheduled date of arrival. We reserve the right to cancel any bookings where payment is not received in full 2 weeks before your arrival. Payment for your electricity charges is due to be paid to us on the 10<sup>th</sup> day of each month.

2.2 Full payment in advance is required for bookings made less than 2 weeks before your scheduled date of arrival.

2.3 Live aboard is charged on a daily basis and is to be paid upon receipt of invoice.

### **CANCELLATION**

3.0 In the event you wish to cancel your booking, you must notify us immediately in writing provided you will at all times be responsible for the payment of any outstanding Rent.

3.1 Cancellation is allowed 2 weeks prior to arrival and thereafter cancellation will forfeit any rent paid.

3.2 If you cancel your booking, we will try to re-let the Berth. If the Berth is re-let, we will refund to you any Rent paid by you to us in advance less any discount offered to obtain another booking and an administration fee of \$50.00 plus VAT within 2 weeks after the re-let has taken place.

3.3 If we are unable to re-let the Berth for the period of the cancelled Term, all monies paid to us shall be forfeited to us as liquidated damages.

3.4 Reservations cannot be transferred to another party.

3.5 No call, No Show, No Refund. Your reservation will be held only until 12:00 pm the day of your scheduled arrival. If you do not cancel the reservation prior to

your arrival date by calling (679)6750600 and do not arrive as scheduled, you WILL BE CHARGED THE ENTIRE AMOUNT OF THE STAY

### **RESTRICTION ON USE**

4.1 You must not use the Berth other than for accommodating the boat nominated in the schedule ("**Boat**").

4.2 You must not use the Berth for any purpose other than to berth the Boat. The Boat must only be used for recreational boating purposes. The Berth must not be used to berth commercial fishing boats, boats carrying passengers for hire or reward, work boats, commercial freight carriers or any boat used for any other commercial or industrial purposes of any nature whatsoever.

4.3 You must not carry on or permit or suffer to be carried upon the Berth any noxious, noisy, offensive or illegal activity. You must not permit or create any nuisance for other users of berths at the Marina.

### **LICENSEE NOT TO SUBLET**

5. You are not permitted to sublet or to authorize the use of the Berth by any other person or any other boat other than the Boat.

### **BYLAWS, INSTRUCTIONS & RULES**

6. As a condition of being allowed to use the Berth, you agree to comply with the Marina Rules set out herein.

### **MARINA RULES**

i) You must not at any time allow any part of the Boat 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) You hereby irrevocably agree that the Licensor may at any time require you 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. We will not be liable to pay you any compensation in respect of such change. If you are asked to move to a new berth, you must do so immediately and the terms of this Agreement shall apply to such new berth and that new berth shall for the purposes of this Agreement become the Berth.

iii) You must 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, you must 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 whose costs will be borne by you.

v) You must not permit or allow any children under the age of 12 years who are under your care or responsibility to enter the Marina and/or the Berth area unless accompanied by an adult.

vi) You must not engage in any swimming, diving or underwater activities within the Marina unless they are for the purposes of maintaining the Boat provided you must always obtain the Licensor's written consent and comply with such directions as the Licensor may stipulate from time to time before you undertake such activities.

vii) You must not moor, sail or manoeuvre any boat (including the Boat) within the Marina so as to create a danger, impediment, obstacle or inconvenience to other Marina users.

viii) You must ensure that all halyards, lines, ropes rigging and sheets on the Boat at the Berth are secured so that they do not create any noise or disturbance to other Marina users.

ix) For the purposes of mooring the Boat to the Berth you must use sufficiently sized mooring lines complete with anti-chafe tubes, and shall at all times ensure that these are properly fitted. We have the right to replace any chaffed or damaged mooring lines at your expense.

x) We may serve on you a notice requiring you, within the time specified in such notice, to repair the fastenings on the Boat so as to ensure that they will safely secure the Boat.

xi) You must not permit or allow any property, gear or equipment under your control or direction to be stored within the Marina, including the walkways, fingers or foreshore thereof our prior written permission.

xii) You must not consume or sell or allow the consumption or sale of any alcoholic beverages within the Marina. You may consume alcoholic beverages on the Boat or other premises within the Marina where the consumption of alcoholic beverages is permitted by law.

xiii) You must not use fire fighting equipment supplied by the Licensor for any purpose other than for fighting of fires.

xiv) You must not store or bring within the Marina area any motor spirit, petroleum, petroleum products, fuel, oil, LPG, CNG, kerosene or goods of a similarly dangerous or similarly inflammable nature without our prior written approval.

xv) You must not carry out any refuelling of the Boat or any other boat within the Marina, other than at the fuel jetty and/or from the designated pumps.

xvi) You must not alter or modify the Berth or adjacent structures.

xvii) You must comply with all bylaws from time to time applicable to the Marina and 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 or any of its facilities by any persons entitled thereto.

xviii) Pets are not allowed off the vessels. All dogs must be kept on leads at all times and not permitted to foul the Marina grounds, piers and walkways in accordance with Biosecurity Bylaws.

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

7. We will not be liable and we accept no responsibility or liability for any loss, injury, death or damage of any nature whatsoever to you, the Boat, your or any third party's property or any persons using the same within the confines of or near to the Marina nor for the adequacy or otherwise of the Marina or the Berth or any other part of the facilities of the Marina. You will be liable to us for any loss or damage to property or death or personal injury incurred or suffered within the Marina resulting from your direct or indirect use of the Marina.

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

8. You must and you agree to indemnify us against any loss, damage, expense, legal liability, claims expenses and costs incurred by us as a result of your acts or omissions or the acts or omissions of others to which you have contributed, or the acts or omissions of any persons invited onto the Marina by you.

#### **LICENSEE TO INSURE**

9. You must at all times keep the Boat and any other property owned or brought into the Marina by you or your invitees fully insured whilst within the confines of or near 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.

10. The Berth Occupier understands and acknowledges that it is a condition of this Berth Rental Agreement that the Berth Occupier holds third party liability insurance cover of at least a minimum value of F\$5 million prior to your arrival at the Marina.

#### **DEFAULT**

11. In the event you default in the observance or performance of any obligation on your part expressed or implied herein and such default remains unsatisfied from the date of written notice from us to you specifying the default complained of and the period within which you are to remedy such breach, we may thereupon and without the need for any further notice, forthwith cancel and terminate this Agreement and require that the Boat be removed from the Berth and the Marina forthwith.

#### **DEFAULT IN COMPLYING**

12. If having been notified of a default and not having remedied such default within the period specified in the notice or the Licensee failing to remove the Boat from the Marina as required by the previous clause, we may without incurring any liability for so doing and without further notice, remove the Boat and recover the cost of removal from you and that you irrevocably agree to such action and agree to hold us harmless for any loss, damage or injury arising from such action.

#### LICENSOR'S LIEN

13. Where we remove the Boat or any other vessel in accordance with clause 11, we shall be entitled to a lien over the Boat to the extent of any unpaid Rent and our costs of removal and storage including the cost of any legal advice obtained by us or legal action taken by us (on a solicitor-own client basis) prior to taking such action.

13.1 You must upon demand reimburse us for all our reasonable costs incurred in this respect within 3 Working Days.

#### LICENSOR'S RIGHT TO SELL

14. Should you fail to pay the outstanding Rent and our cost of removal and storage of the Boat in order to claim the Boat within one month after the date of such removal, we may at any time thereafter offer the Boat for sale and appropriate the proceeds of any resultant sale in satisfaction of any unpaid Rent payable under this Agreement, our cost of removal and storage and the cost of any legal advice obtained by us or legal action taken by us (on a solicitor-own client basis) after which anything leftover from the sale shall be paid to you.

#### CUSTODIAL ARRANGEMENTS

15. We may, if we think fit, place and maintain on any such Boat such number of custodians as may be necessary, and we shall be entitled to a lien on the Boat to cover the costs in so doing.

#### USE OF SERVICES

16. You 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 TERMS

17. 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.

#### FORCE MAJEURE

18. Except where otherwise expressly stated, the Licensor shall not be liable for performance of any of its obligations under this Agreement for as long as a

Force Majeure Event persists. In this Agreement a "Force Majeure Event" includes but is not limited to Acts of God, fire, industrial action, war or threat of war, riot, civil strife, political action, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside the Licensor's control.

#### RESPONSIBILITY

19. We shall not be liable to you for any claims whatsoever arising in whatever manner if you do not enjoy your stay or suffer any problems because of a reason you did not tell us about when you booked your stay.

#### COMPLAINTS & PROBLEMS

20. If you experience any problems or have any reason to complain, please immediately advise us. You may also send your complaints to our reservation office via email to [reservations@denaraumarina.com](mailto:reservations@denaraumarina.com)

#### SPECIAL REQUESTS & MEDICAL PROBLEMS

21. If you have any special requests, you must advise us at the time of booking. Whilst we will endeavour to accommodate any reasonable requests, we cannot not guarantee that any such request will be met. Unless and until specifically confirmed in writing, all special requests are subject to availability. Moreover, if you or any member of your party has any medical problem or disability which may affect your stay, please tell us before you confirm your booking. If we feel unable to properly accommodate the particular needs of the concerned, we must reserve the right to decline your reservation or, if full details are not given at the time of booking, we reserve the right to cancel your booking when we become aware of these details.

#### BERTH AVAILABILITY

22. Each berth is available from 12.00pm on day of arrival until 12.00pm on day of departure unless otherwise confirmed in writing by us. You must advise us in writing if you are planning to arrive or depart after these specified times.

23. Failure to depart within the check-out time frame, may force us to tow your vessel out of the berth with all charges borne by the licensee.

#### FIJI LAW TO APPLY

23. This Agreement is subject to Fiji law and the Fiji Courts have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement

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