



# RIVERGLEN *Marina*

## RIVERGLEN MARINA RULES

### BACKGROUND

- A. These Rules apply to all Users and Visitors of the Marina.
- B. All Users and Visitors must comply with:-
  - a. these Rules;
  - b. Marina Management Rules;
  - c. Bylaws,
  - d. the conditions of the EPA Licence, if any; and
  - e. all environmental protection laws.
- C. It is a condition of entry to the Marina or to a Berth that these Rules apply to all Users and Visitors. By accessing the Marina or Berth, all Users and Visitors acknowledge and agree to comply with these Rules.
- D. It shall be deemed that a User or Visitor upon entry to the Marina has notice of these Rules.
- E. Anyone who does not follow or comply with these Rules must, on demand by Marina Management, vacate and immediately depart the Marina and/or Berth.

### INTERPRETATION

In these Rules, unless a contrary intention applies:-

- 1.1
  - a. **The Act** means the Strata Titles Act 1988;
  - b. **Amenities Block** means the area specified from time to time by Marina Management which contains amenities such as toilets, showers, laundry, and other amenities for use by the Users and Visitors of the Marina;
  - c. **Berth** is a unit on the Strata Plan and comprises a marina berth at the Marina;
  - d. **Boat** means any vessel or conveyance that floats on or operates on the water. A boat may be used for pleasure, commercial, or for accommodation aboard such as a houseboat;
  - e. **Bylaws** means the bylaws of the Strata Corporation;
  - f. **Claim** includes any claim, demand, remedy, suit, injury, damage, loss, cost, expense, liability, action, proceeding, right of action, notice, injunction, restraining order, claim for compensation or claim for abatement of licence fees;
  - g. **Common Areas** mean those parts of the Common Property in the Marina designated by the Strata Corporation for common use by the Users and Visitors of the Marina;
  - h. **Common Property** is that area designated as common property on the Strata Plan;
  - i. **Cost** includes any cost, charge, expense, outgoing, payment of other expenditure, including reasonable legal fees;
  - j. **Environmental Protection Law** means any law or any requirement of an authority relating to waste, pollution, use of land or water the protection, preservation and enhancement of the environment;
  - k. **EPA Licence** means the licence issued by the South Australian Environment Protection Authority for the use of the strata scheme as a marina and for boating activities, or such other licence as applies to the Marina from time to time;
  - l. **Marina** means the strata scheme situated at Riverglen Drive, White Sands in the State of South Australia commonly known as *Riverglen Marina* including all wet and dry lands, common property,

berths and the waterways within the Strata Plan area (including the amenities blocks, walkways, pontoons, piles, ramps, buoys, jetties, walkways, slipways, roads, and access bridges, carparks, buildings, equipment or other facilities situated at the Strata Scheme);

- m. **Marina Management** means Riverglen Marina Pty Ltd or such other person from time to time appointed by the Strata Corporation to manage the Marina;
- n. **Marina Management Rules** means those rules, directions, and policies of Marina Management that apply to the Marina, Berths, Users and Visitors from time to time. Such rules may be varied from time to time;
- o. **Permitted Use** means the mooring of a Boat in a Berth;
- p. **Relevant Authority** includes a reference to any court, tribunal, commissioner, governmental, semi-governmental, federal, state, municipal, local or statutory authority, instrumentality, department or body or any other authority having jurisdiction or authority in respect of boats, waterways, environment, pollution, the Marina or the use thereof;
- q. **Services** mean the services which are provided by Powerstation Pty Ltd or any nominated entity or authority or utility provider and includes all electricity, gas, fuel, diesel, oil, lighting and water consumed and/or used in or about the Marina;
- r. **Strata Corporation** means Strata Corporation No. 11238 Incorporated;
- s. **Strata Plan** means strata plan numbered SP 11238;
- t. **Strata Scheme** means:-
  - (i) the land comprised in the Strata Plan; and
  - (ii) the buildings and other improvements on that land;
- u. **Walkways** includes the fingers and arms of the floating mooring berths;
- v. **User** means:
  - (i) a unit holder of a Berth; or
  - (ii) an occupier of a Berth.
- w. **Visitor** means anyone visiting any part of the Marina for any reason (with or without invitation) and includes a User's officers, employees, contractors, agents, guests and invitees.

## 1.2 A reference to:-

- a. these Rules means these Rules as varied, amended, supplemented, novated or replaced from time to time;
- b. A statute, ordinance, code or other law includes rules, regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- c. A Rule is a reference to the corresponding Rule in these Rules and includes a reference to the corresponding sub-Rule of these Rules;
- d. Any thing includes the whole or any part of that thing and a reference to a group of things or persons shall include each thing or person in that group;
- e. The first letters of words and expressions defined in these Rules are indicated by capital letters for convenience and the absence of a capital letter does not alone imply that the word or phrase is used with a meaning different from that given by its definition;
- f. Any document shall include a reference to that document as varied, amended, supplemented, novated or replaced from time to time;
- g. Any agency or body, if that agency or body ceases to exist or is reconstituted, renamed and replaced or has its powers or functions removed (the defunct body) means the agency or body which performs most closely the functions of the defunct body;
- h. The expressions "includes" or "including" means "includes but without limitation" or "including but without limitation" respectively;
- i. A word describing one gender includes all other genders;
- j. A word describing the singular number will be construed as including the plural number; and

- k. A natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency in either of those genders or numbers will be construed as including a body corporate as well as an individual.
- 1.3 If a word or phrase is defined:-
- a. Cognate words and phrases have corresponding meanings; and
  - b. Other parts of speech and grammatical forms of the word or phrase have, unless the contrary intention appears, corresponding meanings.

#### **USE OF WATERWAYS**

- 2. A speed limit of a maximum of 4 knots is to be observed, within, when departing from, or when approaching the entrance to the Marina.
- 3. When entering or leaving the Marina:-
  - a. Maritime Law must be strictly observed,
  - b. Boats must keep to the right,
  - c. Power gives way to sail.
- 4. Navigation manoeuvring and berthing of a Boat in the Marina is subject to the direction of Marina Management.
- 5. Dilapidated and unseaworthy Boats will not be admitted into the Marina.
- 6. Boats leaking any pollutants will not be admitted into the Marina.
- 7. All Boats must be licensed and registered as required by law and insured to be admitted into the Marina.

#### **USE OF BERTH**

- 8. No part of a Boat (including anchors, chains, sails, bowsprits, davits, swim platforms, etc.) may overhang a walkway.
- 9. Walkways are not to be used for the storage of any gear, dinghies or skiffs.
- 10. All mooring ropes, cords, and hoses must be organised in such a manner so as not to cause a trip hazard on a walkway.
- 11. Decks of all Boats shall be kept clean and tidy and free and clear of all debris, bottles, papers, garbage and other unsightly material at all times.
- 12. No laundry of any type is to be hung out to dry or air in public view on the Marina or aboard any Boat (save an except a houseboat).
- 13. Not to use the Berth as a toilet at any time.
- 14. No commercial Boat may be moored in the Berth without the prior written approval of Marina Management, which consent may be revoked or given on conditions at the absolute discretion of Marina Management.
- 15. No sign shall be displayed on any Boat moored in the Berth or on any part of the Berth without the prior written consent from Marina Management.
- 16. No business or activity of a commercial nature may be carried on from the Boat or any part of the Berth without the prior written consent of Marina Management which consent may be revoked or given on conditions at the absolute discretion of Marina Management.
- 17. No Boat (other than a houseboat) may be used for residential accommodation.
- 18. All necessary precautions against the outbreak of fire in or upon the Boat or the Berth must be taken.
- 19. Disposal of sewage ashore must be done by using the local council's facilities or by using any sewerage pump out facility provided by Marina Management.
- 20. All Boats and Berths must be kept clean and free from all insects, vermin, and pests.
- 21. The Boat and Berth must be kept free of all infectious disease and infections which are notifiable to the Relevant Authority;
- 22. All LP gas bottles, regulators and supply hoses must be maintained in a condition which complies with statutory requirements and not operated in a manner or used for any purpose which may create a fire hazard, explosion or any other hazard;

23. All reasonable precautions must be taken to protect the Boat and all personal property on the Boat from theft or vandalism;
24. A Berth may only be used for the Permitted Use.

#### **USE OF MARINA**

25. No Boat shall become unsightly or dilapidated so as to reflect unfavourably on the Marina.
26. No swimming, recreational diving, crabbing, or fishing (of any kind) within the Marina is permitted in the Marina. Diving is only permissible for the purpose of non-toxic hull cleaning and hull maintenance and only within a Berth.
27. All Users and Visitors must in or about the Marina ensure:-
- a. their Boat is moored securely within the boundaries of a Berth;
  - b. their Boat does not encroach beyond the Berth boundaries (length or beam);
  - c. their Boat is kept in clean, sound, safe, secure, seaworthy and watertight condition;
  - d. that all mooring lines used to secure their Boat and fenders are in good condition and adequate for the Boat's size and weight;
  - e. that all gates and doors are properly closed after each use;
  - f. no access through gates or doors is given to someone who is not in possession of a key;
  - g. they will not obstruct in any way the embarkment, dis-embarkment, navigation, movement, or lawful activities of other Users or Visitors of the Marina or of a Berth;
  - h. they will not display any sign anywhere within the Marina without the prior written consent from Marina Management;
  - i. they will not refuel a Boat within the Marina (including from a Berth). They must only refuel a Boat using a licensed fuel dock and store all oils and inflammable liquids safely and properly so as not to cause danger to other Boats using the Marina. Refuelling of a Boat within the Marina is a breach of these Rules and is an unacceptable risk to public safety and other vessels stored at the Marina. Users who breach this Rule will be directed to permanently remove their Boat from the Marina;
  - j. they will not discharge anything of whatever nature into the waters in the Marina (including a Berth) and must not (whilst the Boat is moored in a Berth or otherwise in the Marina) use any toilet on the Boat unless the toilet is connected to an approved holding tank in the Boat;
  - k. they will not clean or gut fish or crabs on any Common Areas or the walkways or throw fish offal or any other fish or crustacean waste into the waters of the Marina (including the waters of the Berth);
  - l. they will not misuse, overload, interfere with or alter any connection, fittings or equipment in the common area (or a Berth) relating to the supply of water, gas, fuel, diesel, oil, electricity, lighting or other services;
  - m. they will take all reasonable and practicable measures to prevent all pollutants including wastewater or contaminated stormwater from discharging onto any land and/or into waters including a Berth and/or the Marina. Marina Management must be immediately notified of every incident of pollution polluting a Berth or the Marina.

#### **COMMON AREAS AND GARBAGE**

28. No User or Visitor is to obstruct the common areas in any way.
29. Common areas are to be kept clean and tidy.
30. Hoses are not to be left connected to any tap in the common areas.
31. Garbage is to be deposited in the bins provided for that purpose.
32. No offsite or contractor's garbage is to be deposited in Marina bins.
33. Users and Visitors are to use any recycling facilities where provided.
34. No batteries, cooking or lubricating oils, dirty rags, fish products, noxious, offensive-smelling or other undesirable waste is to be deposited in Marina bins as the same is strictly prohibited.
35. Cartons and other bulky hollow items must be flattened before placing into Marina bins.
36. No part of the Marina (except those areas specifically designated as storage areas) is to be used for the storage of any item.

## **RESPONSIBILITY**

37. Users are liable and responsible for the conduct of their officers, employees, contractors, agents, guests, and invitees.

## **CONDUCT**

38. Disorderly conduct may result in eviction from the Marina.
39. Users and Visitors must not:
- a. use offensive, rude, hostile, or foul language; or
  - b. do anything on the Marina, a Berth or a Boat which causes or is likely to cause a nuisance, annoyance, disruption, trespass or injury to any User or Visitor ;
40. Noise including radios, sound systems, television, and musical apparatus must be kept at a level which does not create a nuisance on any part of the Marina (including a Berth or a Boat) to any User.
41. Between the hours of 10pm and 6am, noise must be kept to a level which is reasonably inaudible to Users of other Boats or Berths.
42. Halyards, yards, sails, and lines must be tied in a manner which will prevent slapping or other noise.
43. Between the hours of 6pm and 7am:-
- a. Power generating equipment, power tools or other noise-making machinery shall not be operated;
  - b. Boat engines shall not be run except for the purpose of entering or leaving a Berth or the Marina.
44. Children must be supervised by a responsible adult at all times.
45. Bicycles are:-
- a. not to be left on walkways or left unattended on any Berth or in any of the common areas;
  - b. to be parked in designated bicycle parking areas;
  - c. must be tagged with a weatherproof tag giving a User's Berth number;
- Bicycles which are not tagged may be considered abandoned and may be disposed of at the discretion of Marina Management.
46. Misconduct, theft or vandalism is to be reported immediately to Marina Management and the Relevant Authority.

## **COLLISION**

47. All Users and Visitors must immediately report to Marina Management all particulars of every collision (whether considered minor or not) in which a User or Visitor observes or is involved in.

## **FIRE FIGHTING EQUIPMENT**

48. Fire extinguishers and fire hoses are for the express purpose of fighting Boat or Marina fires and are not to be removed from fire station reels or boxes for any other reason.
49. All discharged fire extinguishers are to be reported immediately to Marina Management.

## **SERVICES**

50. Only approved power leads shall be permitted.
51. One power connection is available per Boat and no Boat is to be connected to more than one power outlet.
52. No modification or alteration whatsoever is to be made to any power or water supply.
53. Power leads deemed by Marina Management to be hazardous because of being damaged, non-compliant, not tested and tagged or a trip hazard may have to be disconnected. Marina Management will endeavour to contact the User prior to doing so, save in the case of an emergency or on grounds of safety.
54. Marina Management reserves the right to install power and water meters on any Berth and charge the User for usage.
55. Hoses and their fittings must be;
- a. kept tidy and clear of the walkway and fitted with a sturdy trigger nozzle (i.e. with spring loaded shut off); and
  - b. of an adequate standard to ensure the hose or fittings will not fail when pressurised.

56. All water usage (including times) must be in accordance with applicable local government restrictions.

## **ENVIRONMENTAL PROTECTION**

57. A User or Visitor:-
- a. must not:-
    - (i) throw overboard garbage of any kind;
    - (ii) fuel any Boat in a Berth; or
    - (iii) pollute the environment by spilling fuel or oil or other pollutant on any part of the Marina including a Berth.

All incidents of pollution must be reported promptly to Marina Management who will keep a log of every incident; and
  - b. will at their own cost, observe, perform and fulfil all requirements of any Environment Protection Agency or law and permits affecting the Boat or the Berth or the Marina or any part thereof.
58. A User will ensure that all licenses, registrations and permits for their Boat is maintained and copies provided to Marina Management forthwith upon request;
59. Any oil leaks from a Boat must be repaired immediately and inspected by Marina Management.
60. Any Boat found to be leaking oil or diesel, or fuel will be dealt with in the following manner:-
- a. Any such leaks must be contained by a suitable method;
  - b. the User or person in control of the Boat will be notified immediately by phone to rectify the fault immediately.
  - c. Drip trays and / or absorbent pads will be placed to collect spillage at the User's cost; and
  - d. A report will be made and lodged by Marina Management with the relevant Environmental Protection Agency.
61. Pumping out bilges is strictly prohibited in a Berth or anywhere in the Marina.
- Incidents of pump out of bilges will be reported by Marina Management to the relevant Environmental Protection Agency.
62. Releasing wastewater, or contaminated stormwater or sewerage or greywater into a Berth or the Marina is strictly prohibited and every incident of that occurring will be reported by Marina Management to the relevant Environmental Protection Agency.
63. Any Boat found to be discharging bilge or wastewater, or contaminated stormwater or greywater into a Berth or the Marina will be dealt with in the following manner:-
- a. The User will be notified immediately personally or by phone or email to cease the activity.
  - b. The Boat if unattended, will be boarded and pumps de-activated (force will be used if necessary).
  - c. Bunds will be placed around the area and the discharge will be removed by mechanical or other method at the expense of the User.
  - d. A report will be made and lodged by Marina Management with the relevant Environmental Protection Agency.

## **DAMAGE AND REPAIR**

64. A User and Visitor must:-
- a. to the satisfaction of Marina Management, repair damage to the services, Berth, equipment, buildings, furniture, appliances or the Marina caused by any act, omission, negligence or default of the User or Visitor and must on demand from Marina Management, pay to Marina Management the reasonable costs of any such repairs not done by the Occupant or Visitor;
  - b. report any damage, accident or defect (whether considered minor or not) in the services or Berth or Common Area or the Marina to Marina Management promptly;
  - c. not undertake any works, in or about or make alterations to the Berth or any part of the Marina.

65. Marina Management may enter any Berth without notice to:-
- view its state of repair and condition without notice;
  - effect any repair to the Berth in the event the User does not attend to such repairs;
  - do anything to restore or preserve good order, safety or security of any person, the Boat, Berth or the Marina.
66. In the event that Marina Management believes an emergency or imminent danger or risk to a Boat or a Berth or the Marina exists, Marina Management may enter any Boat at risk by force for the purpose of rendering it and the Marina safe. A User may, at their option, provide Marina Management with keys, codes or other devices required to access and operate their Boat to allow access if required in accordance with this subrule however any key, code or other device so provided will be at the sole risk of the User.

#### **ANIMALS**

67. The acceptance of animals into the Marina or on a Berth or a Boat is at the discretion of Marina Management and will depend on such things as the type of animal, the size, weight, number, temperament, noise created and nuisance the animal is likely to cause to other Users and Visitors.
68. Dogs and cats must be registered (and neutered) if required by any local government law.
69. All animals must be kept either within the confines of the User's Boat, or if beyond such confines, must be kept on a leash or within a cage.
70. Animals must not be permitted to foul any part of the Marina.
71. Animals are not to be left unattended in any part of the Marina.
72. An animal that causes physical damage to property or injury to any person or another animal will be reported to the Relevant Authority and must be removed from the Marina.

#### **INSURANCES AND INDEMNITIES**

73. A User must take out and maintain:-
- public risk insurance in respect of the Berth and the Boat for at least \$20,000,000 in respect of any single accident;
  - third party insurance on the Boat; and
  - any other insurance reasonably required by Marina Management, from time to time.
74. Evidence must be promptly given on request by Marina Management of adequate insurance and Marina Management must be notified if any insurance policy is cancelled.
75. A User or Visitor must not:-
- do anything which may affect rights under any insurance policy referred to in Rule 61 or any insurance taken out by Marina Management or other person; and
  - store chemicals, inflammable or volatile liquids or substances in a Boat other than those that are required for safe operation of the Boat (and then only in such quantities as are reasonably required and in appropriate and approved containers).
76. A User and Visitor are liable for and will indemnify the Strata Corporation and Marina Management against any liability for any claim arising from:-
- the use by the User or Visitor of a Berth or Boat or the Marina;
  - any damage, loss, injury or death caused or contributed to by any act, omission, negligence or default of the User and/or any Visitor;
  - the impounding or moving of a Boat by Marina Management; and
  - a breach by a User or Visitor of these Rules.
77. Strata Corporation and Marina Management may enforce any indemnity before incurring any expenses.

78. The User and Visitor releases Strata Corporation and Marina Management from and agrees that Strata Corporation and Marina Management are not liable for any claim arising from:-
- a. damage, loss, injury or death unless it is caused by the negligence or default of the Strata Corporation and/or Marina Management;
  - b. anything the Strata Corporation and Marina Management is permitted to do under these Rules;
  - c. any defect in or faulty operation of any service;
  - d. the common areas not being clean.
79. Users and Visitors acknowledge that:-
- a. all their property which may be on the Berth or the Boat or anywhere in or about the Marina is at their sole risk and
  - b. Marina Management is not liable to anyone for any damage which anyone may suffer because of any interruption to any service.

#### **DEFAULT AND ENFORCEMENT**

80. Marina Management may, upon reasonable grounds, terminate the right of entry or access of any User or Visitor to the Marina without prejudice to its other rights in law or equity.
81. A written warning will be issued to a User or Visitor breaching any rule in response to every complaint made by another User or Visitor of the Marina.
82. A User or a Visitor who has been given three written warnings and has failed to remedy the specified breach will forfeit their entitlement to occupy a Berth or enter upon the Marina and will be required to remove themselves and their Boat from the Marina within one (1) week of being given written notice to do so.
83. If a User fails to remove their Boat from the Marina in accordance with Rule 83 above, Marina Management may (at the User's risk and cost):-
- a. enter the Berth with force if necessary and eject the User and all other persons; and
  - b. impound or seize the Boat; and/or
  - c. remove the Boat from the Berth or from the Marina.
84. If a User is in default in respect of payment of moneys, Marina Management:-
- a. shall have a lien over the Boat and may detain it until all monies payable by the User to Marina Management are paid in full or satisfied; and
  - b. may remove the Boat to another wet or dry area within the Marina or waterway or elsewhere outside of the Marina at the User's risk and sole cost and expense.
85. Ending of the right to occupy or visit does not affect any prior claim that Marina Management may have against the User or Visitor.
86. Marina Management's acceptance of licence fees or other money is not a waiver of any contravention of these Rules.
87. The rights, powers and remedies of Marina Management under these Rules is in addition and not in derogation of any rights, powers or remedies that Marina Management may have under any licence or rental agreement between it and the User.

#### **CONTRACTORS AND TRADESPERSONS**

88. Any contractor or tradesperson working on a Boat or within the Marina must:-
- a. report to Marina Management prior to commencing work and provide details of the work intended to be carried out;
  - b. provide identification and evidence of insurance; and
  - c. ensure all tools and cords have been tested and tagged by a person licensed to provide electrical compliance testing.
89. Users are responsible for any tradespersons they engage to undertake work on their Boat. It is the User's responsibility to ensure their contractor or tradesperson has complied with Rule 88.

#### **USER AND VISITOR WARRANTIES**



90. Each User or Visitor warrants and represents to Marina Management that all information provided by the User or Visitor to Strata Corporation or Marina Management is true and correct and all authorities and consents in respect of the Boat, waterway and the Marina needed by the User or Visitor have been obtained.

#### **NO REPRESENTATION**

91. The User acknowledges that no promise, representation or warranty is given by Marina Management:-
- a. that the Berth is or will be fit for, suitable or adequate for the Boat for the Permitted Use; or
  - b. regarding the sufficiency or efficiency of the services.

#### **RESERVATIONS**

92. Strata Corporation and Marina Management respectively reserves the exclusive right to:-
- a. use any part of the Marina that is not licensed or leased for any purpose;
  - b. control the common area;
  - c. move any Boat to another Berth in the Marina or elsewhere; and
  - d. construct or permit the construction, demolition or removal of any building, marina or other works on any part of the Marina and the User and Visitors may not make objection or claim in respect of any of these matters.

#### **COMPLAINTS AND SUGGESTIONS**

93. Complaints and suggestions may be made either orally or in writing to Marina Management.
94. All complaints will be treated as confidential.

#### **DETERMINATION**

95. On termination of their occupation or access to the Marina, Users and Visitors must:-
- a. deliver all keys to the Marina Management;
  - b. vacate the Berth and leave it and any part of the Marina used by them in a clean state; and
  - c. remove their property; and
  - d. not cause any damage to the Berth or the Marina in the removal of anything from the Berth. If any such damage is caused, they must at their cost, promptly repair that damage to the satisfaction of Marina Management.