



Valid from 22 September 2009

PIER 21 SERVICE PROVIDERS LICENCE

Pier21 Ltd agrees to provide access to the Pier21 Marine Centre complex

TO: _____

BUSINESS ADDRESS _____

POSTAL ADDRESS _____

PHONE NUMBER(s) _____

REGISTERED OFFICE (if a limited liability company) _____

PRINCIPAL: _____

And its workers, contractors and sub-contractors
for the purpose of working on vessels hauled and stored on the premises or berthed at the Marina.

This licence is granted at the sole discretion of the Management of Pier21 Ltd and may be withdrawn at anytime and if the licensee either

- 1 Fails to comply with the Pier21 Ltd Yard Rules as attached to this agreement or
- 2 Fails to maintain Public Liability Insurance for a minimum of NZ\$2,000,000-00 (Two million NZ Dollars).

The Licensee accepts that the acceptance of sections 17 and 18 of the Health and Safety in Employment Act 1992 is a pre-requisite in conducting of work on the premises.

Sect 17 relates:- *“Every self employed person shall take all practical steps to ensure that no action or inaction of the self employed person while at work, harms the self employed person or any other person”*

Sect 18 relates:- *“Every principal shall take all practical steps to ensure that:-*

- (a) *No employee of a contractor or sub-contractor; and*
- (b) *If an individual, no contractor or sub-contractor is harmed while doing any work (other than residential work) that the contractor was engaged to do.”*

NB: No accident claim may be lodged against this company (on premises owned/leased by this company) either by the principal for an accident sustained by an employee of the principal or any other contracting person, through non-compliance to the HaSE Act 1992 (including Amendments) or the OSH Policies of this company

This licence is not transferable and valid only to the Principal Holder

Any change of details as advised on the licence must be advised in writing to Pier21 Ltd. Any changes not advised will render the Licence invalid.

Signed _____ For Pier21 Ltd Date: _____

Signed _____ For Licensee Date: _____

Original to be retained by Pier21 Ltd
Copy to Service Provider

PIER 21 MARINA CENTRE YARD RULES

- 1 All companies and tradespersons wishing to work on vessels in the Pier21 Marine Centre complex must have a current Service Providers Licence from Pier21 Ltd.
- 2 You must maintain Public Liability Insurance for a minimum of NZ\$2,000,000.00 (two million NZ dollars). You should be aware that a Shipwrights Policy may be required to cover you for work on your customers' boats as your Public Liability may not cover this.
- 3 The consent of Pier21 Ltd must be obtained before commencing any spray painting work outside on the marina or hardstand.
- 4 All work carried out by the tradespersons must comply with the Health and Safety in Employment Act 1992
- 5 It is the licensee's responsibility to ensure all employees, contractors and sub-contractors comply with all Harbour regulations, Marine Pollution Acts and Regulations and Resource Management Regulations.
- 6 There is no parking guaranteed within the complex and is available as space permits. All vehicles are driven and/or parked within the complex at the owner's risk.
- 7 Scaffolding and ladders used must at all times comply with O.S.H.
- 8 The licensee must conduct their business on the property in a business like manner.
- 9 The Licensee must not represent or permit any other person to represent to any person directly or indirectly that the granting of the licence involves any judgement or expression of opinion by Pier21 Ltd in skill or competence of the licensee.
- 10 The licensee must ensure that their sub-contractors and employees comply with the terms of this agreement and be responsible for any breach.
- 11 Owner's liability. Neither Pier21 Ltd nor Westhaven Properties Ltd will be liable for
 - (a) Any loss or damage to possessions or property belonging to the licensee, sub-contractor or employee
 - (b) Any injury which the licensee, sub-contractor or employee may sustain whilst on the property.
- 12 Termination of Licence. Pier21 Ltd may withdraw the licence and rights granted under this licence and require the licensee to leave the property if
 - (a) It comes to the notice of Pier21 Ltd that the licensee has not maintained the insurance cover
 - (b) Breaches any of the requirements above.
 - (c) Breaches any of the current Terms of Trade with Pier21 Ltd.
- 13 Exclusivity. The Licensees rights granted above are not exclusive and Pier21 Ltd can grant similar rights to any tradesperson or provider.

Initials

Licensee

Pier21 Ltd