



SOUTH PORT NEW ZEALAND LIMITED

HALFMOON BAY WHARF – CONDITIONS OF USE

Failure to comply with these conditions of use may result in South Port NZ issuing a non-conformance, which may result in the loss of ability to operate on the wharf and/or a trespass order prohibiting future access to the wharf

1. Conditions:

- a) These conditions of use apply to all wharf users, including:
 - (i) parties who have a formal licence to occupy (or other contractual arrangement) with South Port;
 - (ii) casual users; and
 - (iii) visitors.
- b) Users shall be bound by and comply fully with all relevant provisions of the Health and Safety at Work Act 2015, the Resource Management Act 1991 and other statutory and local body enactments, regulations and bylaws and shall obtain all necessary permits, licences and approvals relating to the activity being undertaken by them.
- c) South Port has authority to grant permissions and issue directions to any person on the wharf, whether those persons are employed to work on the wharf or not.
- d) South Port's may appoint a Wharf Supervisor to act as its representative for the purpose of monitoring enforcing compliance of these Conditions of Use.

2. Vessels

- a) Vessels must not be operated or moored in such a way as, in the Company's opinion, may potentially damage the wharf or any property belonging to another wharf user.
- b) Vessels must not be moored in such a position or in such a way as to block the fairway or approach to any wharf, or interfere with the access to the steps on the wharf or any other part of the wharf used for landing passengers or cargo.
- c) Vessels are only allowed to use the wharf for embarking or disembarking passengers or for loading or discharging property, and must not be left alongside a wharf unattended without permission from South Port.
- d) In the loading or discharging of any cargo or ballast, South Port may order any precaution that they may deem necessary for the protection from damage of any wharf pier or jetty, or from preventing any cargo or equipment from falling overboard.
- e) No Master of a vessel shall make fast the vessel to any wharf except to bollards or rings.
- f) If any vessel is moored in breach of these conditions, South Port may at its discretion and any time move and re-moor such vessel, and the cost of such relocation shall be at the expense of the vessel's owner.

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3. Goods, Vehicles, Equipment, Moorings and Other Structures on the Wharf (individually and collectively referred to as “property”)
 - a) No person shall, without the permission of South Port, allow any property to be placed on or remain on the wharf, or in any shed belonging to South Port, except as may be authorised by South Port from time to time.
 - b) Property must not in any circumstances be left within 5 metres of any berth or in such a way that obstructs the legitimate use of the wharf by other users.
 - c) Vehicles must not operate or park on the wharf except for the express purpose of loading or unloading, and then only with prior permission from South Port.
 - d) South Port may refuse to receive or accept onto the wharf, or require to be moved or removed from any part of the wharf, any property which, in the Company’s opinion, may damage or otherwise affect the wharf or the property belonging to any other wharf user or which may restrict or adversely affect South Port’s operations or otherwise cause an obstruction.
 - e) South Port may require the owner of goods placed on the wharf to remove goods within a specified time.
 - f) Property left on the wharf unattended or without permission will be removed by South Port at the owner’s cost and risk.
 - g) No person shall hold any auction, sale, sell or expose for sale any goods whatever on the wharf, nor carry on any retail trade thereon without first having obtained written permission from South Port or agent.
 - h) Where a wharf user is permitted access to the wharf, the user shall remove all equipment, rubbish and residual cargo from, and clean the wharf to the satisfaction of South Port, forthwith upon departure or completion of the permitted wharf activity.
 - i) South Port reserves the right to trespass any individual who wilfully or repeatedly breaches this provision.

4. Fuel and Hazardous Substances
 - a) Fuel and hazardous substances in transit on, over, across the wharf must at all times be, and remain, under the direct control and supervision of the transporter (or transporter’s duly authorised representative).
 - b) Under no circumstances can the fuel or hazardous substances be stored on the wharf unattended.

5. Wharf Charges
 - a) The charges for the use of the wharf are those set from time to time by South Port. Every person landing goods on the wharf and every person shipping goods from the wharf shall pay to South Port or their delegated authority the charges as set by South Port.
 - b) All charges and dues payable under these Conditions shall be paid to South Port by direct credit or to its head office in Bluff.

6. Incident/Accident/Near Miss Reporting
 - a) The following must be reported to South Port as soon as practicable:
 - (i) Any incident that has caused an injury, including near misses.
 - (ii) Any incident causing damage to infrastructure.
 - (iii) Any incident affecting access to the wharf.

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- b) The above is in addition to, and not in substitution for, any legal duty to report an event to WorkSafe under the Health and Safety at Work Act 2025 or to Maritime New Zealand under the Maritime Transport Act 1994.

7. CCTV

- a) South Port shall at all times retain the right of access to any part of the wharf and may install and operate any surveillance device for any or all of the following purposes: (a) to protect the safety and security of the Company's property and that of its customers or third parties; (b) to assist in the investigation and/or prosecution of any illegal act or breach of these conditions of use or any other misuse of the wharf.
- b) Any information collected through the operation of any surveillance device shall be received by and become the exclusive property of South Port, and will be managed in accordance with South Port's CCTV Surveillance Policy in force from time to time.

8. Wharf Supervisor

- a) The Wharf Supervisor (and any deputy appointed by him) is authorised to act as South Port's representative.
- b) This includes, but is not limited to:
 - (i) monitoring activities on the wharf;
 - (ii) recording and reporting on incidents/accidents/near misses;
 - (iii) instructing a user to remove goods, vehicles, moorings and other structures from the wharf;
 - (iv) issuing notices and/or trespass orders on behalf of South Port;
 - (v) moving and re-mooring any vessel that is causing or could potentially cause an obstruction or damage to any wharf.

9. Liability of South Port Limited

- a) South Port shall not be liable for any injury to users or any other persons or for damage to the property of users or any other persons whether or not the injury or damage arises through any act, omission or neglect on the part of South Port or any officer, servant or agent of the Company and whether or not owing to any insufficiency, fault or defect in the wharf or equipment. Users shall indemnify South Port for any such claims or demands in respect of injury or damage.

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