



## TERMS AND CONDITIONS OF VESSEL ENTRY TO THE ROTTNEST ISLAND RESERVE 2018-2019

These Mooring Site Terms and Conditions of Vessel Entry to the Rottneest Island Reserve ('the Terms and Conditions') are applicable to all persons approved by the Rottneest Island Authority (RIA) to use a mooring site in the Rottneest Reserve, including those approved for mooring licence, rental licence, annual admission, authorised user or domestic commercial vessel permit, and to all other vessels entering the Reserve.

These Terms and Conditions will apply every time you enter within the Limits of the Island and can only be varied or waived in writing by The Authority.

These Terms and Conditions are intended to be read in conjunction with the *Rottneest Island Authority Act 1987* (the Act) and *Rottneest Island Regulations 1988* (the Regulations) and other relevant guidelines. In the event of any inconsistencies between RIA's legislation and its mooring Terms and Conditions, the Act and Regulations will prevail. The Act and the Regulations can be viewed on our website.

Except where a term is specifically defined below, any term which is defined in the Act or the Regulations has the same meaning where it appears in these Terms and Conditions.

### DEFINITIONS

**"Additional Vessel"** means a vessel authorised to be secured to a mooring not being the Licensee's or Authorised User's primary nominated vessel, and not a vessel under 3.75m in length.

**"Authorisation"** means this Authorisation and any renewal or extension of it.

**"Authorised user"** means a person authorised to occupy a mooring site under Regulations 31B and 31C.

**"The Authority"** means the Rottneest Island Authority (RIA), its employees (including Rangers), agents or officers.

**"Competent operator"** means a person over the age of 18 years who can operate a vessel and who has the responsibility for the vessel.

**"The Licence"** means the mooring site licence and any extension of it, a rental licence, annual admission, authorised user or domestic commercial vessel application authorised and issued by the RIA, and represented by the appropriate sticker.

**"The Licensee"** means the person who holds the current mooring site licence as allocated in the Authority's register of licences, and meets the requirements of Regulation 20.

**"Licence fee"** means the fee paid in consideration of a mooring site licence.

**"Limits of the Island"** means the boundaries of Reserve No 16713 as defined by the Department of Lands Plans 16860 and 16932, and as illustrated as the Rottneest Island Reserve boundary in the Marine and Boating Guide as published from time to time.

**"The Mooring"** means any mooring (apparatus) situated at the nominated mooring site (licensed, recreational, rental or otherwise) during the term of any licence.

**"The Mooring Site"** means the mooring site recorded in the register and referred to in any relevant application or the mooring site specified in any Licence.

**"Rental Mooring"** refers to a mooring designated by the Authority as a rental mooring or other RIA marine rental facilities.

**"The Vessel"** means the vessel specified in an application or any other vessel submitted to the Authority as a nominated vessel in any category of licence.

**"We" & "Us"** means the Rottneest Island Authority and its employees, officers and agents.

**"Without interruption"** means we will not unduly interfere with your right to entry to the Island.

**"You"** refers to the applicant or holder of any licence, i.e. mooring site licensee, rental, commercial vessel permit, authorised user or annual admission.

### 1. GENERAL CONDITIONS

#### We agree:

As long as you observe the Terms and Conditions of the Licence, and we do not exercise our right to cancel the Licence under the Regulations, we agree that you have the right to enjoy the benefit of the Licence for the purpose set out in the Licence and for the term of the Licence without interruption from us.

#### You agree:

- to undertake that in agreeing to these Terms and Conditions you are the owner of the nominated vessel, or have the authority and permission of any person who owns or has an interest in any vessel nominated in any licence.
- to comply with all the provisions of these Terms and Conditions, the Act and the Regulations as amended from time to time, including the provisions of the "Shared Mooring System" which form part of these Terms and Conditions.
- to acknowledge that marine sports, pursuits and activities engaged in for enjoyment, relaxation and leisure around Rottneest Island involve risks which include the risk of injury or death. Persons accept all risk when undertaking recreational activity on Rottneest Island. Neither the Rottneest Island Authority nor any member, officer or employee thereof shall be liable, in negligence or howsoever, for any harm (including injury or death) or property loss or damage suffered by any person as a result of any activity on Rottneest Island.
- to indemnify us against any liability or claim that is made against us by anyone else which is in any way connected to:
  - the licence or the use of facilities by any person or vessel;
  - any act or omission by yourself or anyone else in respect of a vessel in which you are a competent operator in the meaning of Regulation 13;

It does not matter how the liability, claim, loss, damage, injury, or death occurs, any associated negligence, wilful misconduct, nuisance, recklessness, breach of duty or contract, and any act or omission not authorised in the licence by us, or anyone else, is therefore irrelevant.

This indemnity must be supported by you having adequate public liability insurance for your vessel.

- In accordance with Regulation 13, you must not leave the vessel on a mooring or at anchor unless a competent operator is present within the limits of the Island. If the vessel is remaining on a mooring overnight, a competent operator must reside on the vessel or in casual accommodation on the Island overnight.



## 2. SHARED MOORING SYSTEM (SMS)

The RIA's Shared Mooring System (SMS) allows both Mooring Licensees and Authorised Users access to authorised moorings sites within the Reserve. The SMS also includes the casual use of moorings which allows mooring Licensees and Authorised Users to secure their vessel to any available mooring in the Rottneest Reserve subject to the conditions below:

- you will not use a mooring site contrary to the colour code as indicated in the adhesive label issued by the RIA and the coloured disc on each mooring.
- you cannot leave your vessel for a period exceeding 20 minutes and must return to and remove your vessel from the mooring when requested to do so by the Licensee, Authorised User or the RIA.
- you will clearly display your name and contact mobile number on the port side of your vessel and be contactable at all times when using the SMS.
- the colour codes for mooring are:
  - red – not for use
  - green – vessels up to and including 10m
  - grey – vessels up to and including 12m
  - purple – vessels up to and including 14m
  - blue – vessels up to and including 16m
  - white – vessels over 16m, lengths vary on each mooring, up to the maximum size indicated on mooring discs.
- the priority of mooring access is: Licensees have priority use of their own mooring site at all times. You must respect their right of priority access and vacate their mooring immediately upon request. Authorised Users of a site have priority over vessels accessing a site under SMS colour coded casual access.

## 3. AUTHORISED USERS

People other than the nominated Licensee can use a licensed mooring site and the mooring for their vessels as part of the Rottneest Island Shared Mooring System if and only if:

- a mooring licensee nominates them as authorised users in the approved form as required by Regulation 31B; or
- the RIA authorises them as authorised users in the approved form under Regulation 31C; and
- we accept their fee(s) and issue them with an authorised user's adhesive sticker for their vessel.

It is the responsibility of the RIA to ensure that the authorised user's vessel's registered length is suitable for the mooring site and the mooring, based upon information provided in the mooring inspection report of the mooring contractor and the RIA mooring assessment process.

Licensees may withdraw any of their personally nominated authorisations by written notice to us requiring us to remove the details of the authorisation from the register. Any authorisation granted ceases to have effect if the Mooring Site licence ceases to have effect.

The RIA has the right to cancel or refuse an authorised user application for a period of up to 12 months if you have breached these Terms and Conditions, the Regulations or the Act.

In respect to Authorised User approval conditions:

You agree:

- to allow the RIA to contract on your behalf for the purposes of arranging authorised use of mooring sites and moorings.
- for the purpose of pre-arranging use of the mooring, to authorise the RIA to provide your personal phone and email contact details to all Licensees which you have been given authority to use their mooring.

We agree:

- to ensure all vessels granted Authorised Use are covered by appropriate Public Liability insurance.
- that the RIA will administer and maintain records to ensure all vessels granted authorisations do not exceed the specifications of the current mooring site inspection report.
- ensure all Authorised users are advised of and agree to priority of access for Licensee's nominated and additional vessels, and that they are requested to respect the Licence's property rights at all times.

## 4. LICENCES OF ANY KIND ARE NOT TRANSFERABLE.

Licences of any kind are not transferrable, nor can they be passed on by will or intestacy. The benefit of a mooring site licence is not assignable. This means that you may not sell, sub-licence, mortgage, charge, financially gain from or give away the benefit of the licence by will or gift. Nor are you entitled to nominate a successor to the licence. However, you are entitled to deal with and dispose of the mooring. In accordance with the Regulations, the RIA will issue to each mooring site licensee an adhesive sticker designed to identify the licensed vessel for that mooring site.

All adhesive stickers must be displayed and clearly visible from the outside of the vessel at all times while the vessel is moored on the mooring site or accessing the Rottneest Island Reserve.

All licence stickers remain the property of the RIA and are not transferrable to any other person or vessel. Stickers must be returned or surrendered to the RIA on demand, cancellation of a license or upon sale of the vessel.

## 5. ADDITIONAL VESSELS

An additional vessel may only be rafted alongside the primary nominated vessel on a mooring when:

- the mooring is endorsed and certified to hold an additional vessel up to 6.75m or 10.0m in length.
- the mooring with a certified maximum vessel length of 20.0 metres or more has been approved by the RIA and certified by the mooring contractor to hold an additional vessel up to and including 10.0 metres in registered length.
- the additional vessel does not interfere, obstruct or hinder other vessels.
- additional vessels between 6.75m and 10.0m can only be of semi rigid inflatable type construction, unless authorised.
- only one additional vessel may be attached to a mooring at any time.
- a Licensee's additional vessel up to 6.75m may be left attached and unattended to the Licensee's mooring between 1 October to 30 April, at the owners' own risk.
- the Licensee's additional vessel which is attached to their mooring must be secured in a manner that does not prohibit the mooring from being used.

## 6. ABANDONED PROPERTY AND SALVAGE

In accordance with Regulations 30 and 74, we may take possession of a mooring and deal with it as abandoned property if an outgoing licensee does not comply with a direction given to remove a mooring. If the mooring site licence is cancelled or expires, you or your personal representative must remove the mooring or dispose of it to the person to whom we have offered the mooring site licence.

When we discover that a vessel owned by you is in danger or has been wrecked and:

- we have made attempts to contact you; and
- you are not contactable; or



- it is an emergency situation; you agree that we will become your agent and you authorise us to nominate a salvage contractor on your behalf to either salvage or to dispose of the wrecked vessel. For the avoidance of all doubt, you agree and acknowledge that by our appointing any such salvage contractor, you are directly responsible for their costs.

## 7. INSURANCE COVER

In accordance with Rottnest Island Regulation 72A a person shall not bring a vessel within the limits of the Island, or allow a vessel to remain within the limits of the Island, unless the vessel has adequate insurance cover. All vessels entering Rottnest waters are therefore required to be covered by appropriate and current insurance as determined by the Authority.

### **Current minimum vessel insurance requirements are:**

For vessels of length 6.4 metres or greater, \$10 million third party legal liability insurance is required; for vessels of less than 6.4 metres, \$5 million third party legal liability is required.

## 8. RIA MARINE RENTAL FACILITIES

A rental licence will be granted automatically to all applicants who make an approved booking with the Authority, provided that the details of both the applicant and the vessel nominated for a rental licence are applicable at the time of renting any facility.

On each occasion of rental of a designated Rottnest Island Marine Rental facility, you will be required to sign/accept indemnity against any claim against the RIA before a rental licence is issued or access granted to a rental facility. Additional Terms and Conditions also apply as part of your rental licence.

## 9. FEES

Mooring fees and charges are outlined in Schedule 7 of the Rottnest Island Regulations and reviewed annually. The current fees and charges will be included in the each season's application forms.

Under Rottnest Island Regulations 6, all persons entering the Rottnest Reserve are required to pay an admission fee. In the case of vessels, the regulations allow payment of an annual payment in lieu of admission fees whereby all persons carried to the Island on the vessel are considered to have paid the admission fee. This is known as the Annual Admission Fee and is in the form of an adhesive label to be displayed at all times on the vessel.

To receive a refund of fees in accordance with RIA Refund Policy, all adhesive labels or stickers must be returned to the RIA prior to calculation of the applicable amount.

## 10. RENEWAL OF THE MOORING SITE LICENCE

These Terms and Conditions will apply to any extension or renewal of the Licence. Under Regulation 33, you may apply in the form specified by us to renew the licence for an additional 12 month term.

During the term of your License you are required to submit a Mooring Inspection Report under Regulation 28 on the condition of your mooring. When submitting the report it is to contain data and measurements including but not limited to: Name of Mooring Service Contractor; Licensee's name; Mooring number; mooring location; date of inspection; expiry date of report; Licensee's vessel length; Licensee's vessel registration number; Maximum Swing Room (MSR); Maximum Vessel Length (MVL); Pickup Rope Length (PRL); Buoy Swing Radius (BSR);

Minimum mooring depth (MMD) at the centre point and within the MSR; GPS position of the mooring centre point in Universal Transverse Mercator coordination system (UTM); nearest mooring; 6.5m or 10.0m tender certification; environment package fitted; description and condition of each element of the mooring apparatus; colour of RIA mooring disc attached and a colour photograph of the buoy in-situ at time of inspection.

The Mooring Inspection Report is to contain a declaration signed by the Mooring Service Contractor stating *"The information contained in this report is true and accurate and that the mooring is "fit for purpose" to hold a vessel to the maximum vessel size in a 40 knot wind as stated"*.

The Licensee is to ensure that a coloured mooring disc, as used in the Shared Mooring System (SMS) is securely fitted to the mooring and is clearly visible above the water level.

Under Regulation 34, if at any time that the mooring does not comply with the mooring specifications, we can provide you with a written notice requiring you to obtain at your own cost and within the period specified in the notice, a current mooring inspection report stating that the mooring complies with the RIA mooring specifications.

Under Regulation 34 we can also require you to produce evidence to show that the various requirements for vessels and licensees under the Regulations are met.

For the purpose of pre-arranging use of the mooring, you agree to authorise the RIA to provide your personal phone and email contact details to all authorised users which have been given authority to use your mooring,

## 11. DOMESTIC COMMERCIAL VESSEL OPERATORS

All domestic commercial vessels will log all visits into the Reserve with the RIA through the RIA commercial vessel log-on system prior to entering the Reserve. You will also adhere to the Department of Transport "Ferry and Charter Boat Industry Code of Practice" and other terms and conditions as outlined on the RIA commercial vessel operating permit application form.

The RIA reserves the right to refuse or cancel a Commercial Vessel Operating Permit application.

## 12. RECEIPT OF POSTAL CORRESPONDENCE

You are deemed to have received RIA correspondence addressed to you at your nominated postal or e-mail address as recorded with the RIA on the date as sent by the RIA.

## 13. LIQUID WASTE

A person shall not discharge or deposit within the limits of the Rottnest Island Reserve any liquid waste (faecal matter or urine and any waste composed wholly or in part of liquid) from a vessel other than by means of any approved treatment system. Non-compliance may result in cancellation of the licence.