



PT MARINE DEL RAY MARINA BI LAWS

1. General

1.1 PT Marine Del Ray (the Marina Operator) accepts no responsibility for the care or safety of any person, vessel or other property within or on the Gili Gede Lombok Marina (the Marina). All persons visiting and/or bringing their vessels into the Marina do so at their own risk and agree to abide by these Marina Rules and indemnify the Marina Operator for any loss caused by that person or vessel.

1.2 Nothing in these Marina Rules shall be construed to alter, in any way, the provisions of the Marina Rental Agreement entered with the Marina Operator in relation to the berthing of a vessel in the Marina.

2. Marina Manager

2.1 All persons on the Marina Assets and the owners of all vessels or other property within the Marina **and restriction zone** shall observe all directions given to them by the Marina Manager and staff.

2.2 The Marina Manager can direct any person to leave the Marina and any person who fails to comply with such a direction shall be treated as a trespasser on the Marina.

2.3 The Marina Manager's decision on all matters is final. The Marina Manager can act through a nominated representative.

3. Marina Rules and Regulations

3.1 All vessel owners and visitors within the Marina must comply with the Marina Regulations in force (and as amended from time to time).

3.2 Vessel owners who breach any of these Marina Rules or any Regulations may have their Berth Rental Agreement terminated and will be required to remove their vessel from the Marina.

3.3 Guests of the vessel owner who breach any of these Marina Rules or any Regulations maybe asked to leave the Marina

3.4 Contractors of the vessel owner who breach any of these Marina Rules or any Regulations will be suspended or banned from working within the Marina and/or on Gili Gede

4. Occupancy

4.1 The berthing period is 11:00am to 11:00am.

4.2 Only vessels in a seaworthy condition and under their own power will be admitted to the Marina. All vessels must be registered, identified, marked, equipped, and maintained as required by law and safe boating practice.

4.3 Upon a vessel entering the Marina it shall immediately be subject to the direction of Marina Staff and shall be berthed only were ordered and maneuvered as directed. No change of berth or moorings shall be made without the express permission of the Marina Manager.

4.4 All boats cannot anchor in the Main channel. Boats may only anchor in the exclusion zone for up to 24 hours only.

5. Insurance

5.1 All vessels within the Marina should have a current public liability insurance against liability for any loss or damage to property and for the death or injury to any person caused by, through or in connection with the vessel for an insured amount of at least \$US 5,000,000 and comprehensive insurance to the replacement value of the vessel which includes full salvage cost and environmental clean-up with an insurer approved by the Marina Manager.

6. Security

6.1 Vessel owners are responsible for the security of their own vessel.

NOTICE TO MARINERS

THESE RULES MAY CHANGE FROM TIME TO TIME WITHOUT NOTICE!

7. Fueling

7.1 Fueling shall only take place at the designated area.

7.2 Berthing at the fuel dock for purposes other than fueling is strictly prohibited.

7.3 Bulk fuel supplies over 500 liters can and should be arranged in advance with the Marina Manager.

7.4 The person in charge of the vessel is responsible for ensuring that no environmental harm is caused by the spilling of fuel or oil during fueling. Any incidents must immediately be reported to Marina staff who will determine any steps necessary to rectify any problems.

8. Refuse Disposal and Pollution

8.1 Refuse, garbage and plastic bags shall not be thrown overboard but must be placed in the rubbish bins provided. Recycling bins are also available. If the refuse items are too large, the Marina Staff will assist in arranging for their disposal.

8.2 Please contact Marina staff to arrange for the disposal of oil and fuel. These items are not, under any circumstances to be placed in the general rubbish bins.

8.3 Poisonous, noxious, dangerous or offensive substances, or things (including without limitation, oil, spirits, inflammables, oily bilge refuse, toilet and shower effluent) must not be discharged into any part of the Marina. Any pollution or discharge must immediately be reported to Marina staff who will determine any steps necessary to rectify any problems.

8.4 Any oil leaks must be contained by a suitable method and the collected oils must be disposed of in the oil recycling container located on site. Any such incident must immediately be reported to Marina staff.

8.5 Any unattended vessel found to be leaking oil or fuel or discharging bilge or sullage water in the Marina will be dealt with in the following manner:

- The vessel owner will be notified immediately by phone to rectify the fault immediately; and
- Absorbent pads, oil booms or bunds (where applicable) will be placed to collect spillage at the vessel owner's cost.

9. Vessel Maintenance and Repairs

9.1 Major repairs or refit (including construction works, welding, metal grinding or cutting and spray painting) are strictly prohibited within the Marina. Vessels requiring major works need to be moved to the Service Wall or Hardstand prior to work being commenced.

9.2 Minor repairs, internal painting, mechanical adjustment, varnishing, epoxy and electrical work are permitted within the Marina provided the work does not interfere with normal marina operations, create an annoyance to other berth occupiers or is averse to the environment.

9.3 Hull maintenance activities which release toxic pollutants into the marine environment are prohibited.

9.4 The use of sanders and scrapers must be contained on the vessel and vacuumed to avoid pollution and soiling of other vessels. The Marina Manager may direct the vessel owner and/or their contractors to stop sanding or scraping if the Marina Manager deems such work should be undertaken on the Service Wall or Hardstand.

9.5 Vessel owners who engage contractors other than businesses approved to conduct work within the Marina must inform the Marina Office of the contractor's details.

9.6 All contractors working within the Marina must provide the Marina Manager with copies of their current insurance policies and are required to be inducted to the Marina WH&S procedures prior to working within the Marina.

9.7 At the discretion of the Marina Manager, contractors may dive the vessel to assess any damage to the vessel's hull or undertake minor mechanical works in the berthing area.

9.9 Under no circumstance is a boat allowed to be dry docked on the islands, which are classed as a Tourism Zone, which prohibits such work from within the region. The Marina Manager can advise the best location for this type of work and provide a list of its recommended service contractors.

10. Payment

10.1 All Mooring fees are paid in advance.

10.2 Any outstanding Berth or service fees will force the restriction departure of the vessel until payment is made to PT Marine Del Ray and a Maritime Lien placed on the vessel by the Port Officer.