

ROTTNEST IS

Rottnest Island Authority

Terms and conditions of vessel entry to the Rottnest Island reserve

Effective as of 1 September 2020

These Terms and Conditions of Vessel Entry to the Rottnest Island Reserve (the 'Terms and Conditions') are applicable to all persons and vessels entering the Rottnest Island Reserve via water, including those approved by the Rottnest Island Authority (RIA) for mooring licence, rental licence, annual admission, authorised user or domestic commercial vessel permit.

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 *Rottnest Island Authority Act 1987* (the Act) and *Rottnest 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 the 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" for the purposes of clause 7 has the meaning of a vessel secured to a mooring via another vessel. For all other purposes, additional vessel has the meaning of a vessel 3.75m or greater in registered length recorded with the RIA in the register as being an additional vessel (not the licenced vessel) in respect of that mooring site.

"Annual Admission" mean a vessel which has been issued with a adhesive sticker as defined in Regulation 7.

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

"Authorised vessel", in relation to a mooring site, means a vessel recorded in the register as the authorised vessel for an authorised user of the mooring site.

"The Authority" means the Rottnest Island Authority (RIA), its employees, employees, agents, or officers.

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

"Correspondence" means by written or electronic communications sent by post, email, or text message.

"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.

"Licensed vessel" a vessel is a *licensed vessel* in relation to a mooring site if it is recorded in the register, and on the mooring site licence, as the licensed vessel for that mooring site.

"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 Rottnest Island Reserve boundary in the Marine and Boating Guide as published from time to time (and DoT map reference WA412).

"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 facility.

“**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 Rottnest Island Authority and its employees, officers, and agents.

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

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 undue interruption from us.

You agree:

- 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 (SMS) which form part of these Terms and Conditions.
- as the registered owner of the vessel whilst it is within the Rottnest Island Reserve must provide the Authority with the full name and current Island contact detail of the nominated competent operator upon request. The nominated competent operator must be able to attend the vessel within 30 minutes if requested by the Authority.
- to acknowledge that marine sports, pursuits, and activities engaged in for enjoyment, relaxation, and leisure around Rottnest Island involve risks which include the risk of injury or death. Persons accept all risk when undertaking recreational activity on Rottnest Island. Neither the RIA 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 Rottnest 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.

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.
- not display or attach anything from, or to, your vessel which may offend, hinder, or obstruct another person or vessel.
- notify the RIA in writing of any changes to your personal or vessel particulars recorded in the register, as soon as is practicable.

2. SHARED MOORING SYSTEM

The RIA's Shared Mooring System (SMS) allows both mooring licensee 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 Rottnest Reserve.

Casual use is subject to the following conditions:

- you will only use a mooring site with the appropriate 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 immediately 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.
- You will abide by the **priority of mooring access**, which is:
 - licensees always have priority use of their own mooring site. You must respect their right of priority access and vacate their mooring immediately upon request.
 - authorised users of a site have priority over vessels using a site under SMS colour coded casual access. Authorised users must contact the licensee to determine availability prior to use.
 - two authorised users who wish to use the same mooring for the same period must contact the licensee to decide who has priority permission to use it.

The colour codes for casual mooring use are:

- **red** – not for casual 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 and up to the maximum size indicated on the mooring disc. Maximum vessel lengths vary on each mooring.

3. AUTHORISED USERS

People other than the nominated licensee can use a licensed mooring site for the mooring for their vessels as part of the SMS, if and only if:

- a mooring licensee nominates them as an authorised user in the approved form as required by Regulation 31B; or
- the RIA authorises them as an authorised user in the approved form under Regulation 31C; and
- we accept their fee and issue them with an adhesive sticker identifying the vessel as the person's authorised vessel for that site.
- the adhesive sticker identifying the vessel as an authorised vessel for that site is clearly displayed on the port side of the vessel.
- prior to use, the authorised user has obtained the consent of the mooring site licensee to occupy the site at that time.

The RIA will administrate that the registered length of the authorised user's nominated vessel is suitable for the mooring site and the mooring, based upon information provided in the mooring inspection report issued by the licensee's 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 will be revoked 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:**

- 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.

- to ensure your nominated authorised user vessel has adequate insurance cover, as per clause 9 of these Terms and Conditions.
- you agree to be bound by the conditions of the SMS as specified in these Terms and Conditions, and under the Regulations.

We agree:

- to 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 licensee'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 apparatus.

In accordance with the Regulations, the RIA will issue to each mooring site licensee an adhesive sticker designed to identify the licensed vessel, or additional vessel, for that mooring site.

5. STICKERS

All adhesive stickers issued by the RIA must always be displayed on the port side and clearly visible from the outside of the vessel while the vessel is moored on a mooring site or within 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 an application or upon sale of the vessel.

6. SALE, DISPOSAL, AND SUBSTITUTION OF VESSELS

Upon the sale or disposal of a licenced, additional, authorised user, or nominated waitlist vessel, written notice must be provided to the RIA accompanied by all and any relevant adhesive vessel stickers as soon as is practicable after the sale or disposal.

Any seasonal fees paid will only be transferred to a suitable substitute vessel by the same owner upon an approved application to the RIA which is accompanied by all relevant adhesive stickers.

7. RAFTING OF ADDITIONAL VESSELS ON MOORING SITES

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

- If the rafting vessel is 3.75m in length or greater the applicable admission fees have been paid.
- 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 (MVL) 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 or obstruct other vessels from accessing the mooring.
- additional vessels between 6.75m and 10.0m can only be of semi rigid inflatable type construction, unless otherwise authorised.
- only one additional vessel may be attached to a mooring at any time.
- 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.
- 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.

8. 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:

- (i) we have made attempts to contact you; and
- (ii) you are not contactable; or
- (iii) it is an emergency

then 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.

9. INSURANCE COVER

In accordance with 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 Rottneest waters are therefore required to be covered by appropriate and current insurance to satisfy the minimum requirements:

The minimum vessel insurance requirements are:

- \$10 million third party legal liability insurance for vessels of length 6.4 metres or greater.
- \$5 million third party legal liability for vessels of less than 6.4 metres.

10. 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 Rottneest 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.

11. FEES

Fees and charges are outlined in Schedule 7 of the *Rottneest Island Regulations 1988* and reviewed annually. The current fees and charges are published on our website.

Under Regulation 5, all persons entering the Rottneest 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 always in the form of an adhesive label to be displayed on the vessel.

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

12. RENEWAL OF THE MOORING SITE LICENCE

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

During the term of your licence 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 the 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; 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 mooring contractor engaged by a licensee is to ensure that a coloured mooring disc, as used in the Shared Mooring System, is securely fitted to the mooring and is clearly visible above the water level.

The mooring site licensee is responsible for supplying a valid mooring inspection report in accordance with Regulation 28 and that it is compliant and current for the term of the mooring site licence.

Under Regulation 34, if at any time the mooring does not comply with the mooring specifications, we can provide you with 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, the RIA may also at any time by written notice served direct you to produce evidence showing that you and your licenced vessels meet the requirements under the Regulations.

For 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 who have been given authority to use your mooring.

13. DOMESTIC COMMERCIAL VESSEL OPERATORS

Prior to entering the Reserve, all Domestic Commercial Vessels (DCV) will log all visits into the Reserve with the RIA through the RIA commercial vessel log-on system. You will also adhere to the Department of Transport "Ferry and Charter Boat Industry Code of Practice" and other terms and conditions as outlined in the RIA Application for Commercial Vessel Operating Permit form.

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

14. RECEIPT OF CORRESPONDENCE

You are deemed to have received RIA correspondence addressed to you at your nominated postal or email address, as recorded at that time with the RIA, on the date documented as sent by the RIA. You agree to allow the RIA to send correspondence by email, text message, and post to you at your nominated email and postal addresses and mobile phone number. Should you give the RIA written notification not to receive correspondence, the RIA will not be responsible for notifying you of any changes that may impact on you. The RIA is not responsible for the delivery of correspondence by a third party.

It is your responsibility to ensure that the contact information for you held by the RIA is current and correct at all times.

15. 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 an approved treatment system. Non-compliance may result in cancellation of the licence.

16. AUDITING

RIA may at any time request in writing that you provide proof of vessel ownership and adequate insurance cover. You will have 28 days to return the requested information from the date of request. Failure to provide satisfactory evidence in this timeframe will result in removal from the waiting list, cancellation of authorised use, or cancellation of the mooring site licence.

17. ANNUAL ADMISSION

A person issued with a Annual Admission sticker must clearly display that sticker on the port side of the vessel it was issued to. A vessel issued with an Annual Admission sticker is not permitted to use a mooring.

A vessel is permitted to use a RIA Hire mooring if they have paid for the use of that RIA Hire mooring for that period.