

Draft Swing Mooring Licence Terms & Conditions 2026

Note: The following terms and conditions are in draft form and are subject to change. The Terms and Conditions will be confirmed following commencement of the amended Auckland Council Navigation Bylaw 2021.

1. This Licence is issued under the Auckland Council Navigation Bylaw 2021 by Auckland Council (“Council”). The Licence is issued to the Licence Holder (named above) to allow the placement of mooring tackle and/or the use of the same by the Vessel (named above) owned by the Licence Holder at the site.
2. This Licence is subject to the provisions of the Resource Management Act 1991, the Auckland Council Navigation Bylaw 2021, and any other applicable regulations or legislation.
3. The Licence Holder will pay, in advance, the swing mooring standard annual licence fee (**Annual Fee**) set out in the schedule titled “Schedule of Harbourmaster Management Fees and Charges” published on Council’s website (as amended from time to time). All fees are inclusive of GST. By paying the Annual Fee, the Licence Holder agrees to the terms of this Licence.
4. The Licence Holder will at all times maintain comprehensive third-party insurance to cover any damage to other vessels or property should the Vessel break loose from the mooring, and will supply evidence of such insurance to the Council upon request.
5. This Licence commences on the date the Annual Fee is received by Council (**Commencement Date**) and expires on 30 June following the Commencement Date. If this period is less than 12 months, the Harbourmaster may reduce the Annual Fee for the period on pro rata basis.
6. This Licence may be renewed for further annual fee periods (1 July to the following 30 June) from year to year, subject to payment of the Annual Fee for the relevant period.
7. A vessel of the same general type, and no greater length and displacement, may use the mooring on a temporary basis, for no longer than six months, with the permission of the Licence Holder and written approval from Council. Council will be notified of the vessel’s

name and dimensions and the owner's contact details and the proposed duration of the temporary use prior to the new vessel occupying the mooring with Council to decide, acting reasonably, whether to give approval or not.

8. No Licence Holder may leave a mooring vacant or unattended for a period of longer than six months without prior written approval of Council.
9. The Licence Holder shall not transfer, assign, sublet or otherwise part with possession of the mooring site without prior written approval of Council. For the avoidance of doubt, Council's prior written approval is required for continued use of the mooring if there is any change in ownership of the Vessel.

Mooring Construction and Maintenance

10. The mooring is to be constructed and maintained to a standard approved by Council for a vessel of the type and size proposed and marked by a buoy of a type approved by Council. The buoy is to be permanently marked with the site number noted at the top of this form.
11. Drying moorings shall be of such standard as to be able to withstand the rigours of any conditions that are foreseeable for the area.
12. Except for drying moorings, the Licence Holder will provide a mooring inspection certificate on the condition of the mooring tackle at three yearly intervals or more frequently at the request of Council.

Cancellation or Transfer of Licence by Licence Holder

13. Should the Licence Holder no longer require the use of the mooring site, an application shall be made by the Licence Holder to Council to cancel the Licence. Unless the mooring site is in a mooring area which has become full, the Licence Holder may at the same time request Council to issue a new licence in the name of any prospective purchaser of the tackle. Council shall not refuse this request without reasonable cause where the new vessel is of the same length and displacement as the existing vessel. Should the mooring no longer be required in situ, the Licence Holder is to remove the tackle from the site as directed by Council.

14. If a mooring area becomes full, Council will notify all affected licence holders and form a “waiting” list. On receipt of advice from a licence holder that a site is no longer required by that licence holder, Council will offer that site to the first person on the list awaiting a mooring of that size. The Licence Holder may then sell the mooring tackle to that person, or shall remove the mooring tackle.

Cancellation of Licence by Council

15. If an Annual Fee or other charge required under this Licence remains unpaid for a period of two months, then Council may remove the mooring and detain the Vessel using the mooring until such fee or charge, including the cost of removing the mooring and storing the vessel have been paid. If the debts have not been paid within a further two months, Council may dispose of the mooring and/or Vessel or sell the mooring and/or Vessel to recover the debt and the Licence shall be deemed cancelled by Council.
16. A Licence may also be cancelled by Council:
- a. On one month’s written notice to the Licence Holder at the address held by Council, (or placement of written notice on the Vessel or buoy occupying the mooring where no address is known) where:
 - i. A mooring is left vacant or unattended for a period of longer than six months without the requisite approval of Council.
 - ii. The Licence Holder fails to comply with any of the provisions of this Licence.
 - b. After giving as much written notice as practicable, but no less than one month, to the Licence Holder at the address held by Council (or placement of notice on the vessel or buoy occupying the mooring where no address is known), where the removing or relocating of the mooring site is required for maritime operational necessity. Cancellation for this purpose will not be undertaken without reasonable cause and in such cases Council will endeavour to arrange a new site of equal suitability for the Licence Holder. In the case of cancellation under this clause 16(b), Council will refund the proportion of the Annual fee paid in advance for the unexpired term of the Licence.

17. If Council cancels this Licence under clause 16(a), then in addition, or alternatively (at Council's option), Council may, without any further notice, take possession of the Vessel and any of its fixtures, equipment and moorings, and retain possession of them at the site or any such other place as Council deems fit until all charges owing and all charges (including costs and expenses of taking possession and of storage) which may thereafter accrue, have been fully paid and/or all breaches of this Licence rectified. These remedies are in addition to, and not in lieu of, all or any legal rights and remedies, which Council may have as a result of the default by the Licence Holder.

Update of Licence

18. Council may vary the terms of this Licence in its sole discretion at any time by notice on its harbourmaster website. Such variation shall take effect from 1 July following the date of notice.

Removal of Mooring Tackle and/or Vessel

19. Prior to cancellation of this Licence by the Licence Holder, the Licence Holder will:
- a. remove the Vessel from the site.
 - b. as soon as is reasonably practicable, remove the mooring tackle from the site.
20. The Licence Holder will remain liable to Council in respect of all fees and charges payable under this Licence until the date upon which the Vessel and mooring are removed from the site.
21. Upon cancellation of the Licence by Council, the Licence Holder will remove the Vessel and mooring from the site before the date stated in the written notice. Where this is not practicable, the Licence Holder must arrange a date suitable to Council for the removal of the Vessel and mooring.

Liability

22. Council and its employees and agents shall not be responsible, whether in contract or tort or otherwise, for any loss or damage to the mooring or any vessel fastened to it or for damage incurred by other vessels or moorings through the use of this mooring, unless such damage is attributable to or caused by the deliberate or negligent action or inaction of

Council or its employees, contractors or agents. To the maximum extent permitted by law, Council is not liable for any indirect or consequential loss.

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