

Draft Pile 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.

General Terms

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 use of the pile mooring at the site by the Vessel (named above) owned by the Licence Holder.
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 pile 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. No Licence Holder may leave a mooring vacant or unattended for a period of longer than six months without prior approval of the Harbourmaster.

8. The Licence Holder shall not transfer, assign, sublet or allow any other vessel or person to use the mooring or otherwise part with possession of the mooring 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 Lines Construction and Maintenance

9. The Licence Holder shall supply all mooring lines and equipment which are necessary to securely moor the Vessel to the mooring piles.
10. The mooring lines securing the Vessel are to be constructed and maintained to a standard suitable for the type and size of the Vessel.
11. The Vessel shall be maintained in a good and seaworthy condition at all times when it is using the mooring.

Cancellation of Licence by Licence Holder

12. Should the Licence Holder no longer require the use of the pile mooring then the Licence Holder shall immediately notify Council. Upon receipt of such notice, the Licence will terminate and Council may allocate the pile mooring to a new user.

Cancellation of Licence by Council

13. 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.
14. This 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 the mooring pile where no address is known) where:
 - i. The 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 the mooring pile where no address is known), where the removing or relocating of the pile mooring 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 pile mooring of equal suitability for the Licence Holder. In the case of cancellation under this clause 14(b), Council will refund the proportion of the Annual Fee paid in advance for the unexpired term of the Licence.

15. If Council cancels this Licence under clause 14(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 any 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

16. 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 Vessel

17. Prior to cancellation of this Licence by the Licence Holder, the Licence Holder will remove the Vessel from the pile mooring.

18. 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 is removed from the pile mooring.

19. Upon cancellation of the Licence by Council, the Licence Holder will remove the Vessel from the pile mooring 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.

Liability

20. 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.