

RULES

KAWANA WATERS MARINA

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PREAMBLE

1. Every occupant or visitor to the precinct must comply with these Rules and any rules made by the Board of Directors from time to time for regulating the use of the Marina and the precinct.
2. A copy of these Rules is available on the Kawana Waters Marina website as well as in the Marina office and occupants and visitors are deemed upon entry to the complex to have notice of the Rules or any amendments made to the Rules from time to time.

VESSEL BERTHING

1. All vessels wishing to berth within the Marina must gain prior approval by contacting the Marina office.

Phone: 07 5444 1122

Email: manager@kwmarina.com.au

2. On the day of arrival vessels must contact the Marina within 3 hours of arrival and advise estimated time of arrival. Berth allocation and directions will then be provided.
3. Upon a vessel entering the Marina it shall immediately be subject to the direction of the Manager or administration staff and shall be berthed and manoeuvred as directed.
4. A speed limit of a maximum of 2 knots is to be observed, within, when departing from, or when approaching the entrance to the Marina.
5. When entering or leaving the Marina, observe Maritime Law and keep to the right. Power gives way to sail.
6. Only vessels in a seaworthy condition will be admitted to the Marina.
7. All vessels must be registered as required by law and safe boating practice.
8. No part of the vessel (including anchors, bowsprits, davits, swim platforms, etc.) may overhang a walkway.
9. Walkways must be kept clear of gear, including dinghies and skiffs at all times.
10. No vessel shall become unsightly or dilapidated so as to reflect unfavourably on the Marina. Decks of vessels shall be kept free and clear of debris, bottles, papers, rubbish and other unsightly material at all times.
11. No laundry of any type is to be hung out to dry or air in public view aboard any vessel or on any walkway.
12. An occupant or visitor must in or about the Marina precinct:-

- 12.1 ensure any vessel is moored securely within the boundaries of

a berth and does not protrude beyond the berth boundaries (length or beam);

- 12.2 ensure that any vessel is kept in a sound, safe, secure, seaworthy and watertight condition and that all mooring lines used to secure the vessel and fenders are in good condition and adequate for the vessel's size and weight. If, in the opinion of the Manager, lines are inadequate or additional lines are necessary, the occupant will be required to comply with that direction at their expense;
- 12.3 ensure that all gates, entrances and exits (including doors to amenities blocks and laundry facilities) within the precinct are properly closed after each use;
- 12.4 ensure that access through gates is not permitted to any person who is not in possession of a key;
- 12.5 not carry out repairs, grinding, sandblast, spray painting, fitting out or refitting of the vessel within the berth with the exception of minor repairs, painting, mechanical adjustments and electrical work provided that no nuisance is created to other occupants and no objection is raised by the Manager;
- 12.6 not obstruct in any way the embarking, disembarking, navigation, movement, or lawful activities of other occupants or visitors of the precinct;
- 12.7 not permit any commercial vessel to be moored in the berth without written consent from the Board, which consent may be revoked or given on conditions at the absolute discretion of the Board;

- 12.8 not display any sign on any vessel moored in the berth or anywhere within the precinct without written consent from the Manager;
- 12.9 not carry on or permit to be carried on with or from the vessel or the berth, any business or activity of a commercial nature without prior written consent of the Board which consent may be revoked or given on conditions at the absolute discretion of the Board;
- 12.10 not refuel the vessel from the berth or any other place within the Marina;
- 12.11 take all necessary precautions against the outbreak of fire in or upon the vessel whilst it is moored in the berth;
- 12.12 not discharge anything of whatever nature into the waters in the berth or the Marina and must not (whilst the vessel is moored in the berth or otherwise in the Marina) use any toilet on the vessel unless the toilet is connected to an approved holding tank in the vessel;
- 12.13 not clean or gut fish or crabs on the walkways or throw fish offal or frames or any other fish or crustacean waste into the waters of the Marina;
- 12.14 at its cost, dispose of any sewage ashore by using any sewerage pump out facility provided by the Marina;
- 12.15 keep the vessel and the berth free of pests, insects and vermin;
- 12.16 observe and comply with the reasonable directions of the Manager and ensure their visitors do so;
- 12.17 keep the vessel and the berth free of all infectious disease and infections which are notifiable to health authorities under the law of Queensland;
- 12.18 not misuse, overload, interfere with or alter the connection, fittings or equipment in the common area or the berths relating to the supply of water, gas, electricity, lighting or other services;
- 12.19 ensure that LP gas bottles, regulators and supply hoses are maintained in a condition which complies with statutory requirements and not operated in a manner or used for any purpose which may create hazard;
- 12.20 take all reasonable precautions to protect the vessel and property on the vessel from theft or vandalism;
- 12.21 ensure all mooring ropes and hoses are organised in such a manner so as not to cause a trip hazard on the walkways.
- 12.22 move any vessel to another berth in the Marina or elsewhere in its absolute discretion.
13. Swimming, diving, crabbing and fishing within the Marina is prohibited except for diving for the purpose of non-toxic hull cleaning and hull maintenance and only within the berth.
14. Effective 7th December 2018 additional houseboats as defined by the Marina will not be acceptable in the Marina.
15. The Marina is not liable to anyone for any damage which anyone may suffer because of any interruption to any service.
16. Dry docks or air berths are not permitted in water berths unless first approved by the Manager. Full specifications including

diagrams of the intended instalment are required to be submitted for approval.

CONDUCT

1. Occupants shall be responsible for the conduct of their visitors. Disorderly conduct may result in eviction from the precinct.
2. Occupants and visitors must not use foul language or do anything on the precinct, the berth or the vessel which is immoral, noxious, offensive, hazardous, or likely to cause nuisance, annoyance, disruption or injury to any person in or about the precinct.
3. Noise including radios, sound systems, televisions and musical apparatus must be kept at a level which does not create a nuisance to occupants of other vessels. Between the hours of 8pm and 7am, noise must be kept to a level which is inaudible to occupants of other vessels.
4. Children must be supervised by a responsible adult at all times.
5. Rollerblading and the riding of bicycles, skateboards and scooters is prohibited within the Marina (including walkways) and general precinct.
6. Bicycles are not to be left on walkways or left unattended in any of the common areas. All bicycles are to be parked in designated bicycle parking areas and must display a waterproof tag with the occupants' berth number, obtained from the Marina office. Bicycles which are not tagged may be considered abandoned and may be disposed of at the discretion of the Manager.
7. Halyards and lines must be tied in a manner which will prevent slapping or other noise. Any nuisance which, in the opinion of the Manager, is being caused by halyards and/or lines may be rectified by the Manager at the occupant's expense.
8. Auxiliary generators (including wind generators) are not to be operated in the Marina at any time.
9. Between the hours of 6pm and 7am:-
 - 9.1 power generating equipment, power tools or other noise-making machinery shall not be operated;
 - 9.2 vessel engines shall not be run except for the purpose of entering or leaving a berth.
10. Vessels may not run their engines longer than 15 minutes at any one time within a six hour period.
11. Misconduct, theft or vandalism is to be reported immediately to the Manager and the appropriate authorities.
12. The acceptance of animals is at the discretion of the Manager and is based on size, number (two maximum) noise created and nuisance to other occupants and visitors:-
 - 12.1 Dogs and cats must be registered if required by any local government law.
 - 12.2 All animals must be kept either within the confines of the occupant's vessel, or if beyond such confines, must be kept on a leash or within a cage.
 - 12.3 Animals must not be permitted to foul any part of the precinct.
 - 12.4 Animals are not to be left unattended in any part of the precinct.
 - 12.5 Animals are not permitted in the amenities block, laundry room, barbecue and picnic areas.
13. Trolleys, shopping baskets and similar utilities after use must:-
 - 13.1 be returned to the trolley parking area designated (in the case of marina trolleys) or an area outside the Marina precinct.
 - 13.2. Marina trolleys are not to be used by any tradesperson, contractor or commercial operator.

- 13.3 The cost of repair of any damage or loss caused to a trolley by an occupant or visitor is to be borne by the occupant or visitor.
14. Complaints and suggestions may be made either orally or in writing to the Manager or marked "Private and Confidential" and posted to The Company Secretary 16 Orana Street Buddina or otherwise deposited in a box provided for that purpose. All complaints will be treated as confidential.
15. Occupants and visitors must immediately report (by way of an incident report) to the Manager particulars of any collision (whether considered minor or not) in which the occupant or visitor is involved or which is observed with any vessel in or about the Marina or any vehicle in the carpark.

SERVICES

1. Power (240 volt AC 15 amp) is connected to each berth. Only approved power leads with the following shall be permitted. All vessel to power pedestal leads must:-
 - 1.1 be not less than 2.5mm round flex cable;
 - 1.2 have at the pedestal end a 15 amp earthed plug with a weatherproof locking collar;
 - 1.3 have at the vessel end a 15 amp earthed plug;
 - 1.4 be checked for correct polarity and display a current test and tag certification from a person licensed to provide electrical compliance testing;
 - 1.5 not be permitted to create a trip hazard on walkways or have any part submerged in water.
2. One power connection is available per vessel and no vessel is to connect to more than one power outlet.
3. No modification or alteration whatsoever is to be made to the power or water supply on the pedestal.
4. The maximum allowable power draw from the pedestal is 15 amps.
5. All electrical appliances connected to shore power must be approved to the relevant electrical safety approval and test specification. Should any appliance result in recurring tripping of the power circuit breaker, the power lead may, at the discretion of the Manager, be disconnected from the vessel.
6. Power leads deemed by the Manager to be hazardous because of being damaged, non-compliant, not tested and tagged or a trip hazard may have to be disconnected. The Manager will endeavour to contact the occupant prior to doing so, however on occasion the need to unplug a dangerous power lead may override this contact.
7. The Board reserves the right to install power and water meters on any berth and charge the occupant for usage.
8. Vessels fitted with air-conditioning units will incur a fee for power.
9. All water usage (including times) must be in accordance with applicable local government restrictions:-
 - 9.1. Water hoses connected to pedestals must be kept tidy and clear of the walkway and fitted with a sturdy trigger nozzle (i.e. with spring loaded shut off).
 - 9.2. Water hoses and their fittings must be of an adequate standard to ensure the hose or fittings will not fail when pressurised.
 - 9.3. hoses are not to be left connected to any tap in the common areas.
10. Fire extinguishers and fire hoses are for the express purpose of fighting vessel or Marina fires and are not to be removed from fire station reels or boxes for any other reason.

11. All discharged fire extinguishers are to be reported to the Manager.
12. Rubbish will be deposited in the Marina facilities provided:-
 - 12.1 rubbish is to be deposited in the bins provided for that purpose however no offsite or contractor's rubbish is to be deposited in Marina bins.
 - 12.2 occupants are to use any recycling facilities where provided.
 - 12.3 the disposal of batteries, cooking or lubricating oils, fish products, offensive smelling or other undesirable waste in Marina bins is prohibited.
 - 12.4 cartons and other bulky hollow items must be flattened before placing into Marina bins.
 - 12.5 oil can be disposed of in the oil recycling containers provided.
13. An occupant or visitor must not obstruct the common areas in any way. Common areas are to be kept clean and tidy.
14. Carparking is provided at the Marina however it is not guaranteed and is wholly at the owner's risk:-
 - 14.1 an occupant who is also a Marina member may occupy one car parking space for each berth owned.
 - 14.2 occupants are required to register their vehicles with the Manager and if required, display a car parking permit in a prominent position within their vehicle.
 - 14.3 a parking fee (as determined from time to time by the Board) will apply for each additional vehicle of an occupant who is also a Marina member.
 - 14.4 A vehicle of an occupant who is not a member may incur parking fees.
 - 14.5 a vehicle which occupies more than one car parking space is not permitted to be parked in the carpark.
 - 14.6 Vehicle maintenance and repairs (except of an emergency nature e.g. changing a flat tyre or flat battery) must not be carried out in the carpark unless specifically approved by the Manager.
 - 14.7 No part of the carpark is to be used to wash down or clean any type of vehicle or boat.
 - 14.8 no heavy industrial equipment (e.g. forklifts, cranes), trailers or unregistered vehicles are permitted in the carpark unless prior arrangements have been made and authorised by the Manager.
 - 14.9 boats or tenders on trailers are not permitted to be parked in the carpark or any other part of the precinct not specifically designated for that purpose.
 - 14.10 No vehicle in the carpark is to be used for the purpose of overnight accommodation unless specifically (per night) approved by the Manager.
 - 14.11 Any security device provided to an occupant (including a member) for access to the carpark is non-transferable and the occupant must not allow any other person to use the security device to access the carpark.
 - 14.12 Carparking spaces may be provided for use by on-site commercial tenants or their customers at the discretion of the Marina.

15. No part of the Marina (except those areas specifically designated as storage areas) is to be used for the storage of any item.
16. Any contractor or tradesperson working on a vessel or within the precinct must report to the Marina office prior to commencing work and provide details of the work intended to be carried out:-
 - 16.1 identification and evidence of insurance must be provided and a record may be maintained by the Marina office.
 - 16.2 all tools and cords must be tested and tagged by a person licensed to provide electrical compliance testing.
 - 16.3 occupants are responsible for any tradespersons they engage to undertake work on their vessels.
 - 16.4 it is the occupant's responsibility to ensure reporting has occurred and that insurance is in place.
17. On termination of their occupation or access to the precinct, occupants and visitors must:-
 - 17.1 deliver all keys to the Marina office;
 - 17.2 vacate the berth and leave it and any part of the precinct used by them in a clean state; and
 - 17.3 remove their property; and
 - 17.4 not cause any damage to the berth or the precinct in the removal of anything from the berth. If any such damage is caused, they must at their cost, promptly repair that damage to the satisfaction of the Marina management.

ENVIRONMENTAL PROTECTION

1. An occupant or visitor must not:-

- 1.1 pump out bilges in the Marina precinct other than that conducted by Marina staff. Incidents of pump out of bilges will be reported by the Manager to the EPA.
- 1.2 release of sewerage or grey water in the Marina precinct and will be reported by the Manager to the EPA, MSQ or any other appropriate governing body.
- 1.3 throw overboard garbage or refuse of any kind;
4. release fuel from any vessel in the berth; or
5. harm the environment by spilling fuel or oil.
2. All incidents must be reported promptly to the Manager who will keep a log of every incident.
3. An occupant or visitor will at their own cost, observe, perform and fulfil all requirements of any Environment Protection Agency, MSQ, (or other appropriate governing body) law or permits affecting the vessel or the berth or the precinct or any part of it and ensure that all licenses, registrations and permits for the vessels are maintained and copies provided to the Manager upon request.
4. Any oil leaks from a vessel must be repaired immediately and inspected by the Manager. Any oil leaks must be contained by a suitable method and the collected oils can be disposed of in the oil recycling containers provided.
5. Any vessel found to be leaking oil or fuel will be dealt with in the following manner:-
 - 5.1. the occupant or person in control of the vessel will be notified immediately by phone to rectify the fault immediately;
 - 5.2. drip trays and/or absorbent pads will be placed to collect spillage at the occupant's cost; and

- 5.3. a report will be made notifying the EPA, MSQ or any other appropriate governing body.
6. Any vessel found to be discharging bilge or grey water into the Marina will be dealt with in the following manner:-
 - 6.1. the occupant will be notified immediately personally or by phone or email to cease the activity;
 - 6.2. the vessel, if unattended, will be boarded and pumps de-activated;
 - 6.3. bunds will be placed around the area and the discharge will be removed by mechanical or other method at the expense of the occupant; a report will be made notifying the EPA, MSQ or any other appropriate governing body.
 - 6.4. a report will be made notifying the EPA, MSQ or any other appropriate governing body.

FEES and CHARGES

1. Occupants will familiarise themselves with the Marina's fees and charges available on the Marina's website, at the Marina office and on the notice board.
2. The occupant will promptly pay all rent and charges imposed from time to time in respect of any services to the berth or the vessel arising out of or incidental to the use by an occupant or visitor.
3. An occupant must pay rent in advance by the rent date. Any outstanding costs owed to the Marina will be followed-up by Marina administration, however Marina management reserves the right to charge the occupants credit card any time to settle the outstanding charges. A penalty charge of 10% per annum of the outstanding amount may be added to the invoice.
4. An occupant must make payments without set-off, counterclaim, withholding or deduction.
5. An occupant or visitor must pay the Marina interest at the rate of 10% per annum on monies or claims due by the occupant or visitor from the due date until the money is received by the Marina.
6. An occupant must pay any key deposit to the Marina upon request:-
 - 6.1 an occupant must return their key to the Marina office prior to departing the Marina.
 - 6.2 if an occupant or visitor fails to return any key, the occupant will forfeit any key deposit and the occupant or visitor must pay to the Marina any cost incurred in securing any part of the complex as a result of the loss of the key.
 - 6.3 an occupant must not loan or otherwise part with or provide a key to any person who is not an occupant of the Marina.
 - 6.4 An occupant warrants not to duplicate or have duplicated or copied any key provided for access to any part of the precinct.

DAMAGES and REPAIRS

1. An occupant and visitor must to the satisfaction of the Manager, repair damage to the services, berth, equipment, buildings, furniture, appliances or the precinct caused by any act, omission, negligence or default of the occupant or visitor and must on demand from the Marina, pay to the Marina the reasonable costs of any such repairs not done by the occupant or visitor.
2. An occupant will report any damage, accident or defect (whether considered minor or not) in the services or berth to the Manager.
3. An occupant must not undertake any works, in or about or make alterations to the berth or any part of the precinct.
4. In the event that the Manager believes an emergency or imminent danger or risk to a vessel or the Marina exists, the Manager may enter any vessel at risk by force for the purpose of rendering it and the Marina safe. An occupant may, at their option, provide the Manager with keys to their vessel to allow access if required in accordance with these Rules however any key so provided will be at the sole risk of the occupant.
5. Marina administration may enter any berth without notice to:-
 - 5.1 view its state of repair and condition without notice;
 - 5.2 effect any repair to the berth;
 - 5.3 do anything to restore or preserve good order, safety or security of any person, the vessel, berth or precinct.

INSURANCES, WARRANTS and INDEMNITIES

1. An occupant must take out and maintain:-

- 1.1. third party insurance on the vessel/boat liability to \$10,000,000 in respect of any single accident which includes 'Removal of Wreck' cover to a minimum of \$100,000;
- 1.2. any other insurance reasonably required by the Marina.
2. Evidence must be given on request by the Marina of adequate insurance and the Marina must be notified if any insurance policy is cancelled.
3. An occupant and visitor must not:-
 - 3.1. do anything which may affect rights under any insurance policy taken out by the Marina or other person; and
 - 3.2. store chemicals, inflammable or volatile liquids or substances in the vessel other than those that are required for safe operation of the vessel (and then only in such quantities as are reasonably required and in appropriate and approved containers).
4. An occupant and visitor are liable for and indemnify the Marina against any liability for any claim arising from:-
 - 4.1. the use by the occupant or visitor of a berth or vessel;
 - 4.2. any damage, loss, injury or death caused or contributed to by any act, omission, negligence or default of the occupant and/or any visitor of the occupant and/or visitor;
 - 4.3. the impounding or moving of a vessel;
 - 4.4. a breach by the occupant or visitor of these Rules.
5. The Marina may enforce any indemnity before incurring any expenses.
6. The occupant and visitor releases the Marina from and agrees that the Marina is not liable for any claim arising from:-

- 6.1. damage, loss, injury or death unless it is caused by the negligence or default of the Marina;
 - 6.2. anything the Marina is permitted to do under these Rules;
 - 6.3. any defect in or faulty operation of any service;
 - 6.4. the common areas not being clean.
7. Occupants and visitors acknowledge that all their property which may be on the berth or the vessel anywhere in or about the Marina precinct is at their sole risk.
8. The occupant acknowledges that no promise, representation or warranty is given by the Marina:-
- 8.1 that the berth is or will be for, suitable or adequate for the vessel for the permitted use;
 - 8.2 or regarding the sufficiency or efficiency of the services
9. The Marina may, upon reasonable grounds, terminate the right of entry or access of any occupant or visitor to the Marina precinct without prejudice to its other rights in law or equity.
10. A written warning will be issued to an occupant or visitor breaching any rule in response to every complaint made by another occupant or visitor of the precinct.
11. An occupant or visitor who has been given three (3) written warnings and has failed to remedy the specified breach will forfeit their entitlement to occupy a berth or enter upon the precinct and will be required to remove themselves and their vessel from the Marina within one (1) week of being given written notice to do so.
12. If an occupant is in default in respect of payment of moneys, the Marina:-
- 12.1 shall have a Personal Property Securities Interest (PPSI) over the vessel and may detain it until all monies payable by the occupant to the Marina are paid in full or satisfied; and
 - 12.2 may remove the vessel to another wet or dry area within the precinct or waterway at the occupant's sole cost and expense.
13. If an occupant fails to remove their vessel from the Marina, Marina Management may:-
- 12.1 enter the Marina berth with force if necessary;
 - 12.2 impound the vessel; and/or
 - 12.3 remove the vessel from the Marina;
 - 12.4 Ending of the right to occupy or visit does not affect any prior claim that the Marina may have against the occupant or visitor; and
 - 12.5 the Marina's acceptance of rent or other monies is not a waiver of any contravention of these Rules.
14. An occupant or visitor warrants and represents to the Marina that all information provided by the occupant or visitor to the Marina is true and correct and all authorities and consents in respect of the waterway and precinct needed by the occupant and visitor have been obtained.
15. Marina management reserves the right to board any vessel, at any given time in matters of security, environmental related issues, in case of vessels listing/taking on water or being a hazard to the marina and/or other vessels.

INTERPRETATION

In these Rules unless a contrary intention appears:-

Authority means any state, federal or local government or other person or authority having jurisdiction over the complex, vessels and waterway in or about and adjacent to the Marina

Berth means the marina berth at the Marina.

Board means the board of directors of Marina Owners Limited.

Car parking space means a space designated for the parking of a car or motor bike in the carpark on Orana and Adelong Streets Buddina.

Common Areas means all parts of the precinct intended by the Marina for common use of the occupants and visitors of the precinct.

Precinct means the wet and dry land waterways including all improvements from time to time which comprise the Marina, berths and common areas of the complex together with the land or buildings under the control of or leased by the Marina Owners Limited trading as Kawana Waters Marina.

Claim includes any claim, demand, remedy, suit, injury, damage, loss, cost, expense, liability, action, proceeding, right of action, notice, injunction, restraining order, claim for compensation or claim for abatement of rent.

Cost includes any cost, charge, expense, outgoing, payment of other expenditure, including reasonable legal fees.

Environmental Protection Law means any law or any requirement of an authority relating to waste, pollution, and use of land or waters the protection, preservation and enhancement of the environment.

EPA means the Environmental Protection Agency (or equivalent) for the State of Queensland.

Amenities Block means the area specified from time to time by the Marina which contains toilets, showers and other facilities for use by the occupants and visitors of the Marina.

Keys include keys, encoded cards or other devices issued or used for the purpose of obtaining access to the complex, the Marina or the berth.

Key Deposit means the amount required to be paid by an occupant to the Marina for the supply of a key or other entrance security device.

Law means any statute, rule, regulation, proclamation, ordinance or by-law, present or future, state, federal or otherwise.

Manager means the manager of the Marina precinct from time to time, or his/her nominee.

Kawana Waters Marina means trading name of Marina Owners Limited.

Marina means the group of floating mooring berths and the waterways within the precinct containing the berth (including the amenities blocks, walkways, pontoons, piles and access bridges associated with the Marina and any dry land under the control of the Marina.

Member means a berth owner and member of Marina Owners Ltd trading pursuant to the terms of its Constitution.

MSQ means Maritime Safety Queensland (or equivalent) for the State of Queensland.

Occupant means any person who is authorised to occupy a berth or any part of the precinct (including on-site commercial tenants and on-water commercial operators).

Parking fees means the amount (as determined from time to time by the Marina Board) charged for parking a motor vehicle or motor cycle in the car park.

Permitted Use means the mooring of the vessel.

Rules mean these rules including any amendments, changes or modifications made by the Marina Board from time to time.

Seaworthy means a vessel/boat which is in all respect fit to travel at sea. The vessel must be able to enter and depart the Marina under their own power.

Services means the services which are provided by the Marina or any authority and include but are not limited to, all electricity, gas, lighting and water consumed and/or used in or about the complex.

Sub-lease means the provisions of the registered sub-lease from Marina Owners Limited to a member together with any head/superior lease.

Vessel means any vessel moored in a berth in or about the Marina or immediately adjacent to the Marina.

Visitor means anyone visiting any part of the precinct for any reason (with or without

invitation) and includes an occupant's invitees, employees, agents, tradesmen, contractors and customers.

Walkways mean the fingers and arms of the floating mooring berths.