

2016 Terms and Conditions for Licence to Moor in Neptune Arm

In response to your application for the above, I confirm that I am prepared to offer you a Licence by way of Letter for the purposes of mooring one boat at the above location, subject to the following terms and conditions:

1. The Licence agreement is between Canterbury City Council Foreshore Services (the Council) and (the Licensee),
2. The Licence is to commence **XXX** and expire on **XXX**
3. The License fee shall be **£XXX + £ V.A.T**, making a total of **£XXX**. No refunds will be provided unless such funds were taken in manifest error.
4. The Licensee shall be permitted to moor his existing boat at its currently positioned location and to use the Neptune Arm slipway. The use of the Neptune Arm slipway is not exclusive and each mooring must have its own number. Moorings not marked with the correct mooring number may be removed by the Council.
5. The Licensee is responsible for providing his own mooring which should be removed upon termination of the Licence and any damage made good.
6. The Licensee shall moor within the Neptune Arm entirely at his own risk and the Authority accepts no responsibility of the craft moored. The Licensee must ensure that the boat is left properly moored and secure when not in use. The position of the mooring shall be determined by the Council at its absolute discretion from time to time and may be re-positioned by the Council at any time. Whenever possible the Council will consult with the Licensee.
7. This Licence is a licence to moor only, and does not include the right to fish either from the slipway, foreshore or the boat.
8. The Licensee shall not use the mooring to occupy the boat for permanent residential purposes.
9. The Licensee is not to assign or pass on the benefit of this Licence.
10. The License provides the right for the licensee to store a tender on the beach. The Council will determine your location and provide a number to identify the said location. Tenders are not to be left alongside the Neptune ramp
11. The Licensee is to comply with all statutory regulations, foreshore by-laws and the Rules of Navigation. Speed should not exceed 8 knots within the Neptune Arm and within the 300 metre limit marker buoys.
12. The Licensee is not to cause an obstruction of the Slipway or the transit channel from the slipway to the end of Neptune Arm.
13. The Licensee is to make good and repair any damage caused to the property of Canterbury City Council.
14. The Licensee is to follow any instructions given by Council Officers.
15. The Licensee is not to pollute the Neptune Arm with diesel, petrol, rubbish or such items as rope, net line etc. or discard fish remains etc. within the Arm.
16. The Licensee shall not permit the use of any noisy or noxious apparatus on the boat.
17. The Licensee shall ensure that all those using the boat do not behave in such a way as to cause a nuisance, disturbance or otherwise offend others.
18. The Licensee is to have in force for the duration of the Licence, public liability insurance cover in the minimum sum of £2,000,000 (two million pounds), proof of which is to be shown to the Head of Property Services at the commencement of the Licence and the Licensee indemnifies the Council and its servants against all costs or claims arising as a consequence of the Licensee's use of the mooring.

19. The Council aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise to the Licensee for losses arising out of or in connection with this Licence shall not exceed £25,000. The Council shall not be liable to the Licensee for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Licence.
20. Nothing in this Licence is intended and nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraudulent misrepresentation.
21. The Licensee may be required to remove their boat from time to time to enable the Arm mooring area to be dredged, for which the Licensee will be given one month's notice. The Licensee will be advised when his boat may be returned to the mooring site. No compensation will be payable for this disruption or alternative mooring costs.
22. Canterbury City Council is not responsible for any damage to craft from sea/weather conditions, vandalism, theft, launching or recovery, or the actions of other vessels, whilst moored in the Neptune Arm.
23. In the event of any breach of this Licence, the Council reserves the right to terminate it with immediate effect which may result in the removal of the vessel and mooring. Any costs involved will be recoverable from the Licensee.
24. Canterbury City Council reserves the right in its absolute discretion to refuse any application for a Licence without giving any reason for doing so.
25. The Council reserves the right to change these conditions at any time.
26. The Licensee must inform the Council of any change in contact details.

If you are in agreement with the above terms and conditions, I should be pleased if you would sign and return one copy of this letter within the next 7 days.

To:

**Foreshore Services
 Canterbury City Council
 Whitstable Harbour Offices
 WHITSTABLE
 CT5 1AB**

Licence to moor one boat – Neptune Arm, Herne Bay

I declare that I am the owner of the boat using this mooring, details of the craft moored being as follows;

Name of Boat using mooring:

Overall length of boat:

Type of boat:

Name of boat owner:

I have read and accepted the above terms, a copy of which I have retained.

Signed.....

Date.....