

Neptune mooring application form 2025/26



Name of owner	<input type="text"/>		
Address of owner	<input type="text"/>		
Phone (Home)	<input type="text"/>	(Work)	<input type="text"/>
(Mobile)	<input type="text"/>	E-mail address	<input type="text"/>

Shareholding

Name	<input type="text"/>	Phone	<input type="text"/>
Name	<input type="text"/>	Phone	<input type="text"/>
Name	<input type="text"/>	Phone	<input type="text"/>

Emergency contact

Name	<input type="text"/>		
Phone (1)	<input type="text"/>	Phone (2)	<input type="text"/>

Vessel details

Name	<input type="text"/>
Yacht or motor	<input type="text"/>
Class/type	<input type="text"/>
LOA (in metres)	<input type="text"/>
Beam (in metres)	<input type="text"/>
Draught (in metres)	<input type="text"/>
Keel type	<input type="text"/>
Engine HP and type	<input type="text"/>
Hull colour	<input type="text"/>

Name of applicant (block letters)	<input type="text"/>		
Signed	<input type="text"/>	Dated	<input type="text"/>

Office use only

Mooring No. Allocated	<input type="text"/>	Reference	<input type="text"/>
Date	<input type="text"/>		
Mooring fee	£ <input type="text"/>	VAT	£ <input type="text"/>
		Total	£ <input type="text"/>

Harbour and Foreshore Services

West Quay Building
Whitstable Harbour
WHITSTABLE CT5 1AB

Telephone: 01227 266 719
E-mail: foreshore.services@canterbury.gov.uk
www.canterbury.gov.uk/coast

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:

1. The Licence agreement is between Canterbury City Council Harbour and Foreshore Services (the Council) and The Owner (the licence holder) as detailed in the application form.
2. The Licence is to commence 01 April 2025 and shall continue unless and until terminated by either party in accordance with these Terms and Conditions.
3. The yearly fee will be decided upon as part of the Council's yearly, Fees and Charges setting process. No refunds will be provided unless such funds were taken in manifest error.
4. An annual mooring licence year is from 1 April to 31 March.
5. A fee is payable for a mooring licence. A valid licence is one which is fully paid for or all instalments due and payable have been paid.
6. If the application for a mooring is granted, a mooring licence will only be issued on payment of Mooring Fees.
7. Fees will be decided upon as part of the Council's yearly, Fees and Charges setting process. These can be found on the Council Web Pages.
8. The mooring licence and sticker will be subject to the conditions set out below.
9. All boats and tenders (if applicable) are required to display a current Boat Storage Permit Sticker.
10. The Council may check the length and other dimensions of the boat.
11. All moorings dry out at low water.
12. The boats must be moored with bow ropes.
13. Although the mooring is maintained by the Council, there is a continuing obligation on the licence holder to check the mooring regularly and notify the Council of any concerns regarding the mooring and its tackle.
14. The Council accepts no responsibility including but not limited for any damage caused to boats by way of tidal heights, movement due to wind and/or tide or change in seabed levels around the mooring site, vandalism, theft, launching or recovery, or the actions of other boats.
15. Upon payment of annual mooring fees, the Council will issue a Registration sticker which is valid only for the boat in respect of which it has been issued and is not transferable to any other boat. The Registration sticker should be prominently displayed on the boat and tender (if applicable) at all times. The Council shall invoice in April for the period of 1st April to 31st March of each year. Any such invoice will need to be paid in full within 14 days of receipt of the invoice or, in the event that instalments are agreed each instalment shall be payable by no later than the due date of the instalment as set out in the invoice.
16. Neither the Council nor their employees, agents, consultants, contractors are in any way responsible for the safety or custody of the boat and the gear, fittings or any other property thereon.
17. You shall ensure that the boat is at all times kept in a sound and watertight condition and anchored or moored in a good and sufficient manner with all necessary steps taken for the safety thereof.

18. The licence holder shall at all times comply with any Council byelaws and other legislation in force and with all directions given by the Council or their employees, agents, consultants, contractors in the execution of their duties. The Registration Sticker is granted without prejudice to the Council's rights, powers and duties.

19. The Registration Sticker shall cease to have any effect upon termination of the licence.

20. The Council does not accept any liability whatsoever in respect of any damage to the boat or to any person or property which may arise by reason of the exercise of the licence hereby granted, or which may be occasioned to the boat, by the breaking or parting of cables, anchors, chains or hawsers by which the boat may be secured, or through any defect in the moorings (other than death or personal injury caused by negligence on the part of the Council) and the licence-holder shall not make any claim against the Council in respect of such damage and shall produce, if so required, evidence of adequate Third Party Insurance to the reasonable satisfaction of the Council, in respect of the matters aforesaid.

21. The licence holder shall fully indemnify the Council and its staff against any liability, direct, indirect or consequential loss, costs, expenses, claims or proceedings in respect of:

- a) death or injury to any person or;
- b) loss or damage to any property including indirect and consequential loss;

Which might arise as a direct consequence of the actions or negligence including reckless behaviour of the licence holder, his staff or agents arising from the operation of this Agreement, the operation of any boat

or otherwise and the usage of the mooring by the licence holder and its agents, contractors and/or family members and acquaintances.

This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Council or its staff.

22. Neither the Council nor their employees shall accept any liability or are in any way responsible for the safety or custody of the boat and the gear, fitting or other property thereon.

23. The licence holder shall ensure that the boat is kept at all times in a sound and water-tight condition and anchored or moored in a good and sufficient manner so as to avoid damage to, or interference with, other boats: windage should be minimised (e.g. spray hoods and dodgers should be down), and that all such steps are taken as may be necessary for the safety thereof.

24. Although the boat shall be provided a mooring number and be tied up in such a position, from time to time be directed by the Council or its staff to be located on another.

25. The licence holder may be required to remove their boat from time to time to enable the Neptune Arm area to be dredged, for which the licence holder will be given one month's notice. The licence holder 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.

26. If required, the licence holder shall ensure that the boat is moved off the mooring if the conditions are expected to be unsuitable for the boat in terms of tide or wind.

27. The licence holder is to make good and repair any damage caused by the licence holder or any third party, whether authorised by the licence holder or not to make use of the licence holder's boat or mooring to the property of Canterbury City Council.

28. The Council reserves the right to move any boat or mooring, without notice, during the period of this Agreement. If the Council has to move a boat in the interests of safety or navigation as a result of any failure on the part of the licence holder to observe these Terms and Conditions, the licence holder shall be liable to pay the costs incurred.

29. The licence holder should not alter the type or position of the allocated mooring without authority from the Council.

30. The licence holder shall not place or permit to be placed at the mooring, any post, pile, stage or other work whatsoever.

31. This Licence is a licence to moor only and does not include the right to fish either from the slipway, foreshore or the boat.

32. The licence holder is not to cause an obstruction of the Slipway or the transit channel from the slipway to the end of Neptune Arm.

33. The use of the Neptune Arm slipway is not exclusive.

34. The licence holder or any associate of the licence holder should not live permanently or temporarily on their moored boat.

35. The licence holder is not to pollute the Neptune Arm with any items including but not limited to diesel, petrol, rubbish or such items as rope, net line etc. or discard fish remains etc. within the Arm or on the Neptune launch ramp.

36. The licence holder 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 and shall not permit the use of any noisy or noxious apparatus on the boat.

37. Either the Council or the Licence Holder may terminate the licence upon giving the other 30 days' notice. No refunds will be provided in the event a Licence Holder terminates the licence.

38. In the event the licence is terminated the licence holder shall forthwith remove the boat from the mooring within 30 days of the date of termination.

39. In the event of the Licence Holder's default the Council may remove the boat and recover the costs and expenses of doing so (and if necessary, of the storage of the boat) from the Licence holder as a simple debt.

40. If a vessel is on a mooring without a valid licence, then the council has the right to remove the vessel. If the licence fees are not paid within 30 days, the vessel may be removed or sold to recover all outstanding costs including removal.

41. This licence is personal to the licence holder and is granted in respect of the registered boat only. It is the licence holder's responsibility to update the Council, in the event that the licence holder's details or the boat changes following registration.

42. In the event of any breach of these licence conditions, the Council may terminate the licence by giving the licence holder a maximum of seven (7) days' notice in writing sent by first class post to the licence holder via the address on the licence application form. Upon the expiration of the notice period the licence will cease to have effect, but without prejudice to the provisions of condition 7 hereof.

43. The licence holder shall, during the period that the boat is moored under the terms of this Licence, insure such boat for at least Public Liability & Third Party risks to a minimum of £5 million and be covered for Wreck Recovery & Removal for their licensed boat. (N.B. Third Party insurance does not generally cover the Policyholder from self-loss or for personal effects and special equipment on the boat which may not even be covered under comprehensive insurance). The licence holder must be able to produce evidence when requested by the Council, in the licence holder's name, that the licence holder has at all times that the licence holder's boat is on the mooring, insurance cover as required by these Terms and Conditions and that it subsists. The licence holder indemnifies the Council and its servants against all costs or claims arising as a consequence of the licence holder's use of the mooring.

44. Any failure by the licence holder to: observe and perform any of the conditions of this Licence; to observe the Byelaws and the directions of the Council; to behave in any manner which in the opinion of the Council causes unnecessary damage, offence or distress to the Council, its staff or any other mooring user or boat; failure to observe other Statutes or Statutory Regulations such as the International Regulations for Preventing Collisions at Sea (IRPCS); shall entitle the Council to terminate this licence by giving to the licence holder notice in writing. Provided that this clause is without prejudice to any claim which the Council may have against the licence holder whether arising under this agreement or otherwise

Data Protection Act

The Data Protection Act requires that Canterbury City Council advise its customers how data relating to individuals will be processed and disclosed. All required information can be found by visiting the following pages: www.canterbury.gov.uk/privacy

The completed and signed application form needs to be returned to:

Harbour and Foreshore Services
Canterbury City Council
West Quay Building
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 those on the application form.
I have read and accepted the above terms, a copy of which will be signed and returned by The Council.**

Signed (boat owner) _____

Date _____