



# APPLICATION FOR WYNYARD WHARF CASUAL BERTHING

## SECTION 1. Berthing Details:

This application is intended for the use of (please tick):

Wynyard Wharf                       Commercial Pontoon

## SECTION 2. Applicants Details:

Boat Owner/Master's Full Name:-.....

Organisation Name (If applicable):-.....

Applicants Postal Address:-.....

.....

Telephone Number:- ..... Mobile Number:-.....

## SECTION 3. Vessel Details:

Name of Vessel:-..... Registration No:-.....

Length (includes all obstacles):-..... Beam:-..... Draft:-.....

Weight:-.....

Emergency Contact:-.....

Telephone Number:- ..... Mobile Number:-.....

## SECTION 4. Electrical Supply (please tick):

Single Phase                       3 Phase

Bollard No: ..... Outlet No:.....

Reading From: ...../...../..... to ...../...../.....

Notes:.....  
.....  
.....  
.....

**SECTION 5. Water Supply (please tick):**

Yes

No

**SECTION 6. Fees & Charges:**

Council can supply The Applicant with the supply of water and electricity. The Applicant is responsible for the fees associated with this supply and is not inclusive of the prices listed below.

Recreational Vessels	
Casual Berth Fee	
First 48 hours	Free
Per week and part thereof	\$140 (excluding GST)
Key bond (bond will be returned when key is returned to the Council Offices)	\$50
Power: - Separate use charge Water: - included in the berthing fee.  Casual is defined as <i>berthing for up to one continuous month</i> . First 48 hours is free of charge.	

**SECTION 7. Undertaking:**

I ..... of .....  
(Full Name) (Address)

Hereby make application to berth the vessel as specified and acknowledge having received and read the Terms and Conditions of Use (*attached*) and undertake to be bound by and comply with the Terms and Conditions of Use in every respect.

Dated this ..... day of ....., 20.....

.....  
 (Signature of Applicant)

<b><u>Administrative Office Use Only</u></b>	
Section 1 Complete:	YES <input type="checkbox"/>
Section 2 Complete:	YES <input type="checkbox"/>
Section 3 Complete:	YES <input type="checkbox"/>
Section 4 Complete:	YES <input type="checkbox"/> Box No: ..... Meter Reading: ..... Start Date (Key Handover): .....
Section 5 Complete:	YES <input type="checkbox"/> Box No: .....
Section 6 Complete:	YES <input type="checkbox"/> Fee Paid: \$..... Receipt Number: .....
Section 7 Complete:	YES <input type="checkbox"/>
<p><b>Date Completed Form Received:-...../...../.....</b></p> <p><b>Council Officer:-.....</b></p>	

## **Terms and Conditions of Use**

The Waratah-Wynyard Council grants to the Licensee a non-exclusive right to berth the Vessel and use its facilities on the terms and conditions referred to in this licence.

### **INTERPRETATION**

In this licence:

“Amenities” means, but is not limited to, facilities contained on the Property. Further it means electrical, water and other services provided by the Licensor from time to time.

“Bond” means the bond of \$500.00 payable at the discretion of the Licensor.

“Insurance” means Public Liability Insurance (minimum \$10mil).

“Licensee” means the owner or the person in control of the Vessel and if the context allows includes servants, agents, employees, and invitees of the Licensee.

“Property” means the Licensors berthing areas, adjoining land, wharfs, piers, pontoons and carpark and any other land and/or property ordinarily controlled by the Licensor.

“Vessel” means the craft described in this licence.

“Schedule of Fees” means the schedule of fees and charges attached to this licence.

### **OBLIGATIONS OF LICENSEE**

The Licensee agrees by completing this licence and/or using the Licensors property that:

1. If requested to do so, it will pay in advance the fees as detailed in the Schedule of Fees, including the Bond if payable.
2. It will pay any fees, charges and interest it may accrue pursuant to this licence as detailed in the Schedule of Fees.
3. It irrevocably authorises the Licensor to use the credit card details to obtain any payment (including in advance) the Licensor contends is payable to it pursuant to this licence.
4. It warrants the credit card details provided by it are its own and/or is authorised to use the credit card details for the purpose of this licence.
5. It warrants that it is the legal and beneficial owner of the Vessel or has ostensible authority to apply for this licence for and on behalf of the legal and beneficial owner of the Vessel.
6. Instead of the provision of the credit card details the Licensor may accept any other form of payment (or part payment) of fees, charges and interest that the Licensor contends is payable.
7. It will indemnify and keep indemnified the Licensor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Licensor is or may become liable for in respect of loss, damage or injury to any person or property arising from its use of the Property pursuant to this licence and for any loss or damage suffered by the Licensor caused by any act, omission, neglect, breach or default by it or its employees, agents, contractors or invitees while subject to this Licence or using the Property.
8. It will be liable for any loss and/or damage caused to the Licensor by virtue of any negligence and or breach of this Licence.
9. It will use the Property solely for the use and enjoyment of the Vessel.
10. It will not assign or sub-license this licence and that this Licence is exclusive to the Vessel.
11. No undue noise or disturbance will emanate from the Vessel while using the Property.

12. It will maintain proper and adequate insurance, including public liability insurance, in respect of the Vessel, its fittings and contents and will provide the Licensor with an annual Certificate of Currency for Public Liability Insurance.
13. It will comply with the requirements of all statutes, regulations and bylaws relating to the use and occupation of the Property and indemnify and keep indemnified the Licensor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Licensor will or may become liable in respect of or arising from any act, omission, neglect, breach or default by the Licensee, its employees, agents, contractors or invitees under this clause.
14. The Licensor is not liable for the protection of the Vessel or its fittings and contents and that the Licensor will not be liable for any loss or damage (including consequential loss or damage) however caused which may be suffered or incurred or which may arise directly or indirectly by or in respect of the Vessel or its fittings and contents.
15. That the Licensor may at its sole discretion move the Vessel at the risk and expense of the Licensee.
16. The Licensee is to ensure all power cords are tested and tagged by a qualified electrician, prior to usage on the Wynyard Wharf. The Licensee will be liable for any costs associated with damage caused to the Wynyard Wharf facilities for equipment that has not been tested and tagged prior to use.
17. The Licensor may terminate this licence without prior notice to the Licensee if the Licensee is in breach of any of the provision of this licence or if there is an emergency which requires that the Property be vacated immediately.
18. Nothing in this licence will confer upon it any right as tenant of the Property or any part, nor create the relationship of landlord and tenant.
19. It will not within 100 metres adjacent to the Property exceed a speed limit of 5 knots.
20. It will not, while subject to the terms of this licence, use the Vessel or the Property for overnight accommodation and/or reside at the Vessel without prior permission from the Licensor to do so.
21. It will promptly comply with any direction of the Licensor and will promptly notify the Licensor of any damage it may cause to the Property.
22. It will comply with all relevant Australian Standards including but not limited to the manner in which power is drawn from any power outlet to the Vessel.
23. The Vessel will be maintained in a tidy, safe and seaworthy condition.
24. It will at all times securely moor and fender the Vessel.
25. It is not entitled to:
  - (a) Rubbish or obstruct the Property.
  - (b) Discharge any refuse of any kind into the waters adjacent to or surrounding the Property.
  - (c) Discharge any toilet refuse, oil, chemical, spirits, inflammable liquids or bilge water from any Vessel unless such waste or material is discharged into an approved pump-shore facility.
  - (d) Behave in the sole opinion of the Licensor in a disorderly, offensive or drunken manner.
26. This licence constitutes the whole agreement between the Licensor and the Licensee in relation to its subject matter and the Licensee warrants that it has not relied upon any statement, representation or warranty made by the Licensor or its servants or agents which is not expressed in this licence. This licence will be governed by and construed in accordance with the laws of the State of Tasmania and the parties to submit to the jurisdiction of the courts of Tasmania.