

Your Licence Agreement with Coleraine Harbour Commissioners

This document contains all the conditions of berthing and storage ashore, which are agreed between you and Coleraine Harbour Commissioners.

In this document you are referred to as ‘the licensee’; Coleraine Harbour Commissioners are referred to as ‘the Commissioners’.

All references to the male shall also include the female.

Conditions

1. Subject to the Conditions herein, the Commissioners permits the licensee to berth his declared vessel at his designated berth on Commissioners property for the licence period on payment of the licence fee by the due date.
2. (a) The Commissioners reserve the right in its absolute discretion whether before or during the licence period to allocate an alternative berth to the licensee and, if during the licence period, to require the licensee to move his vessel to the alternative berth.

When storing vessels ashore, the Commissioners will allocate the storage/hard standing space to be allocated the boat owner. It is the responsibility of the licensee to advise the Commissioners in advance of moving the vessel of any specific storage requirements, or lifting requirements specific to the vessel.

Any instructions given by the Commissioners and the Harbour Staff relating to the positioning of boats, securing of boats, or the moving of boats within the storage/hard standing area must be complied with. Any instructions which are not acted on will put the boat owner in breach of contract and the Harbour Master may ask for the boat to be removed from the Harbour Complex.

- (b) The Commissioners and Harbour Master reserves the rights in its absolute discretion to move any vessel or vehicle or other property in or on the Commissioners harbour or premises to any other part of the harbour premises.
3. The Commissioners, Harbour Master and Harbour Staff, shall not be liable whether in contract, tort or otherwise, for any loss, theft, or any other damage of whatever nature and however caused to any vessel or vehicle or other property of the licensee or others claiming through the licensee except to the extent that such loss, theft or damage may be caused by the tort or breach of contract of the Commissioners or its employees.
4. The licensee agrees to indemnify the Commissioners, Harbour Master and Harbour Staff against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Commissioners or its employees which may be caused by the licensee's vessel or vehicles or other property of the licensee, his servants, employees,

agents, crew, guests or contractors, or arising from any works carried out on the Commissioners' property (except to the extent that such loss, damage, costs, claims or proceedings is caused by the negligence or breach of the contract of the Commissioners or its employees.

5. The licensee hereby confirms they hold a valid, comprehensive insurance policy in respect of himself and each of his vehicles or vessels and their equipment, his servants, employees, crew, agents, visitors, guests and contractors in a sum of not less than £5,000,000.00 in respect of each incident, accident or damage and further in respect of each vehicle or vessel, adequate salvage insurance. All such insurance shall be effected and maintained in an insurance office of repute and the licensee shall produce the policy or policies relating thereto to the Commissioners or its employees on demand.
6. The licensee hereby agrees to refrain from using any equipment, vehicles, vessels belonging to Coleraine Harbour or any third party, without the written permission from the Harbour Master. If the licensee, his servants, agents, crew, visitors, guests or contractors are unsure who owns something in the Harbour, they must first receive authorisation from the Harbour Master to proceed. If the licensee is found to be in violation of this, the Commissioners reserve the right to remove the licensee and their vessel and or their equipment from the Harbour.
7. This licence is not transferable and is personal to the licensee only. The licensee hereby agrees to notify the Commissioners within 7 days of any sale, transfer or mortgage of any vessel which is the subject of the licence and shall provide the Commissioners with the name and contact details of the purchaser, transferee or mortgagee, as the case may be. The Commissioners shall be under no obligation to accept any such purchaser, transferee or mortgagee in place of the licensee. Any monies owed to the Commissioners will remain the responsibility of the licensee and must be cleared before any vessels or equipment are released by the Commissioners.
- 8 (a) No work shall be done to any vessel whilst at the harbour or Commissioners premises unless the prior written consent of the Commissioners is obtained, which consent may be withheld in its absolute discretion, except in the circumstances described at (f) hereof.

(b) In any case, no work shall commence until satisfactory proof that such works are either covered by the Licensee's insurance or are covered by third party insurance (including employers' liability and public liability (including insurance against pollution or environmental damage)) is produced to the Commissioners.

(c) In respect of any such works it shall be the responsibility of the Licensee to ensure that all relevant health and safety legislation and any regulations made thereunder is complied with and the Licensee shall effectually indemnify the Commissioners accordingly.

(d) The Commissioners reserve the right to make a charge of 10% of the invoice value when an independent contractor works on a vessel on the Commissioners' property and it is the responsibility of the Licensee to provide a copy of the relevant invoice to the Harbour Office.

(e) Any such independent contractor must register the date and time of arrival and departure at the Harbour Office.

(f) Prior written consent for work carried out at the Commissioners harbour or premises shall not without good cause be withheld in the following circumstances:

- (f1) Where the work consists solely of minor running repairs or minor maintenance of a routine nature by the licensee, his regular crew, or members of his family not causing any nuisance or annoyance to any other users of the Commissioners harbour, premises or moorings or any other person residing or carrying on a business or other lawful activities in the vicinity; or
- (f2) Where the Commissioners is satisfied that the whole of the work is remedial and not servicing and is being carried out under warranty by the manufacturer and/or supplier of the vessel or any part of her equipment to which the warranty relates.
- (g) The following conditions shall apply to all works carried out on the Commissioners Harbour premises or moorings:
 - (i) Hot work is not permitted on vessels, vehicles, trailers, etc stored undercover.
 - (ii) Spraying is not permitted in the sheds.
 - (iii) No gas containers allowed on vessels stored undercover.

- (iv) L.O.A includes all overhangs such as bowsprits, davits dingies, transom hung rudders, outboard motors, boarding ladder etc.
 - (v) If carrying out permitted work on a vessel on the hard standing or in undercover storage the boat owner is responsible for ensuring that if such work causes dust etc, then a vacuum type machine must be used and that any litter is cleared up each day.
 - (vi) Before plugging into an electricity meter, a meter reading should be taken and agreed with a member of staff. The provided security coded cable tie should be used to secure the plug to the meter.
9. The Commissioners have the right to exercise a general lien upon any vessel and/or other property of the licensee in or on the Commissioners harbour or premises until such time as any money due to the Commissioners whether on account or rental, storage, commission, access or berthing charges, work done or otherwise howsoever shall have been paid.

All boat storage fees to be paid monthly in advance.

A credit of 5% above base rate may be added to any account that is outstanding for more than 28 days. The Commissioners at their discretion may deduct this charge provided that payment is made in full in accordance with the terms as stated on the invoice.

10. The Commissioners have the right to moor, reberth, board, enter, lift ashore, slip or carry out any emergency work on the licensee's vessel, if in the Commissioners absolute discretion it considers such be necessary or desirable for the safety of the vessel or the safety and/or convenience of other users of the harbour or for the safety of the Commissioners premises, plant and equipment and the licensee shall pay the Commissioners reasonable charges for such work.
11. The licensee agrees with the Commissioners that he and his servants, agents, crew, visitors, guests and contractors shall at all times observe the Regulations set out in the schedule hereto. These

regulations may be altered, added to or amended from time to time by the Commissioners as it is in its absolute discretion thinks fit.

12. All persons using any part of the Commissioners harbour, premises, moorings or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property there sustained within the harbour, premises or moorings was caused by the negligence or breach of contract of the Commissioners or its employees.
13. Nothing in this licence shall entitle the licensee to the exclusive use of a particular berth or area of storage/hard standing.
14. The Commissioners shall be entitled in its absolute discretion to decline to renew a licence and without stating any reasons for doing so.
15. Any vessels or other goods left at the Commissioners harbour, premises or moorings are subject to the provisions of the Torts (Interference with Goods) Act 1977, which confers on the Commissioners as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the Commissioners has given notice to the owner or has taken reasonable steps to trace him in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which the Commissioners is not a bailee are left at the Commissioners harbour, premises or moorings.
16. (a) The Commissioners have the right to end this licence immediately in the event of non-payment of any monies due to the Commissioners hereunder or breach of any condition of the licence and Regulations. The Commissioners will serve a written notice of the breach on the licensee and the licensee shall thereupon be obliged to remove his vessel, vehicle and all other property from the Commissioners harbour, premises or moorings within 7 days of service of the notice upon him, the Commissioners reserves the right to remove the vessel, vehicle and all other property of the licensee from the Commissioners, harbour, premises or mooring within liability for any loss or damage caused during or after its removal and the Commissioners shall have no responsibility for its safe custody. The licensee shall be responsible for the costs incurred by the Commissioners in berthing or storing the vessel, vehicle or property elsewhere.

(b)The notice referred to as 16 (a) above shall be deemed to be lawfully served when served personally on the licensee or sent by registered post or recorded delivery service to the last known address in the united Kingdom of the licensee.

(C) The Licensee should be aware that any outstanding debts may be persuaded by legal action, which may result in the Licensee's credit rating being affected.

17. All vessels shall be berthed or moored by the licensee in such a manner and position as the Commissioners may require and unless otherwise previously agreed in writing, all necessary warps and fenders shall be provided by the licensee. The Commissioners will allocate the actual storage/hard standing space to be allocated to each boat owner whose application has been approved. The Commissioners reserves the right to refuse any application for storage/hard standing.
18. Boat Owners must accept full responsibility for the safety of their boats while they are stored on the Commissioners property. No responsibility whatsoever will rest with the Commissioners in the event of damage or theft of any boat or equipment.
19. Boat Owners must accept full responsibility for the safety of their boats while they are stored on the Commissioners property. No responsibility whatsoever will rest with the Commissioners in the event of damage or theft of any boat or equipment.
- 19.1 When Stepping a Mast, a minimum of two persons should be on deck to manoeuvre the mast into position. Harbour employees will be available to assist should they be requested to do so, the actual positioning of the strops is the responsibility of the owner.

Whilst Harbour employees will place the strops on a vessel prior to lifting, the actual positioning of the strops is the responsibility of the owner.

If a vessel requires shoring/propping up it is the owners responsibility to ensure that this has been done to his satisfaction.

- 19.2 Prior to requesting a vessel to be lifted or stored by the Commissioners, the licensee shall be responsible for familiarising

- himself with the lifting, transporting and storage equipment, and procedures employed by the Commissioners for such tasks;
- 19.3 In requesting that a vessel be lifted, transported or stored, the licensee warrants to the Commissioners that the vessel is structurally sound to undergo lifting, transporting or storage using the equipment and procedures employed by the Commissioners;
 - 19.4 The licensee hereby acknowledges that there is an inherent risk of causing structural damage to the vessel, its hull, or rigging, due to the significant stress placed on the vessel whilst lifting or manouvering said vessel, by crane, trailer or any other mechanical means. The licensee hereby accepts that even though a vessel may appear sound in the water, or during transportation on a trailer. The licensee hereby accepts all responsibility for any damage caused to the vessel during any mechanical lifting or manouvering of the vessel within the Harbour Complex.
 - 19.5 The licensee must be present throughout the lifting, transporting and storage of his vessel and confirm to the Commissioners and its employees that these operations have been carried out to his satisfaction;
 - 19.6 The Commissioners in their absolute discretion may waive the requirement for the licensee to be present where the vessel has been lifted, transported or stored previously by the Commissioners on behalf of the licensee and there have been no material alterations to the vessel since it was last lifted, transported or stored;
 - 19.7 It shall be the responsibility of the licensee to ensure that all masts and other fittings are properly secured and will not impede any such lifting, transporting or storage operations.
20. Sub-letting of the storage/hard standing space is not permitted.
 21. Fob holders must ensure that doors are locked when leaving the storage shed.
 22. Those under 16 years of age must be accompanied at all times by a responsible adult who undertakes responsibility for their safety and control.
 23. The licensee, his crew, agents, visitors, guests and contractors must not damage or destroy any property of the Commissioners or of others lawfully present at the harbour and must report any damage in fact so caused to the Commissioners staff immediately and give

a full written account of all the circumstances to the Harbour Office as soon as possible.

24. Due to the legislation regarding the resale and pollution from the use of any commercial or agricultural diesel type. The Commissioners prohibits the movement of diesel on harbour property and especially the pontoons. As a consequence no customer is permitted to fuel their vessel from containers or cans. Customers handling petrol for outboards are asked to do so with extreme care.
25. The licensee hereby acknowledges that he has read and understood this Licence Agreement and agrees to be bound by the terms of it.
26. Persons should not make access to storage area between 10pm and 6am daily.
 - 26.1 Any persons wishing to remain aboard after hours must inform the Harbour Master and will be subject to the additional live aboard terms and conditions in the attached schedule.
 - 26.2 There will be no overnight stays on boats stored in undercover storage, overnight stays on boats berthed on pontoons, permission must be granted from the Harbour Master, this includes life aboards and will be subject to the additional live aboard terms and conditions in the attached schedule.
27. Within a national and local emergency situation, any decisions made by the government and the Harbour Commissioners should be fully adhered to.
28. There will be a deposit of £20 for a fob for the electric gate and shed access, only boat owners who have signed and completed the acceptance form will be issued a fob, anyone else wishing to receive access must gain permission from the Harbour Master.
29. From 1st September 2021 entry into the Harbour will be through fob access only. If you do not have your fob you will not be granted access during working hours.

Any visitors must report the Harbour Office and sign in to receive access.

Any contractors working on vessels or require access to the Harbour from 1st October 2021 will have to report to the Harbour

Office, issue a copy of public liability insurance, method statement and Covid Statement. There will be a daily rate of £10.00 per day, or if access is required more frequently a fee of £200.00 can be paid per annum.

- 30 Coleraine Harbour Byelaws must be adhered to on the River from the town bridge to the Barmouth or can be prosecuted. A copy can be received from the Harbour Office.

The additional terms and conditions set out in the attached Schedule shall apply to all 'live-aboard' licensees.

SCHEDULE

Additional Live Aboard Terms and Conditions.

1. These Live Aboard Terms and Conditions are in addition to the main Terms and Conditions in this Agreement.
2. Live Aboard licensees may only live aboard may attract Local Authority rates and other charges. Once the Harbour Master has given approval for the owner to live on-board the Harbour Master shall be entitled to notify the Local Authority and any other competent authorities and provide such information as such authority may require in respect of such arrangements.
3. The Harbour Office will take delivery of post for live aboard licensees, but, it shall be the responsibility of the licensee to collect this no less frequently than twice weekly from the Harbour Office during office hours and the Commissioners and their staff shall have no responsibility whatsoever whether in contract, tort or otherwise for any loss, theft or other damage of whatsoever caused arising from the handling or storage of post on behalf of licensees (including without limitation any economic loss or other loss of turnover, profits, business or goodwill) except to the extent that such loss, theft or damage may be caused by the tort or breach of contract of the Commissioners or its employees.
4. Any parcel deliveries expected by the Licensee shall be notified in advance to the Harbour Office. The Harbour office will notify the licensee of receipt of such deliveries. These must be collected promptly (and in any event within 24hours) from the Harbour Office. If appropriate the Harbour Office will use reasonable endeavours at the sole risk of the licensee, to direct

delivery of large, bulky or heavy items to a convenient access point for collection by the licensee.

5. The Harbour Office will not under any circumstances take delivery of any medicines or medical supplies and it will be the sole responsibility of the licensee to make arrangements for delivery of such items.
6. Any on-board solid/fuel/wood stoves must comply with all appropriate marine safety, health and safety and fire regulations and only fuels approved by the manufacturer of the stove/flue may be used. All adequate ventilation and be equipped with appropriate fire fighting equipment (which must be maintained and tested on an annual basis with maintenance records available for inspection by the commissioners or its staff). All vessels must be fitted with a smoke alarm and carbon monoxide detector alarm. The licensee must take all necessary steps to ensure that the use of such stoves does not present any risk to the property of the Commissioners or any other vehicle, vessel or equipment which may be nearby. No ash or other residue shall be deposited overboard, but shall be retained in a suitable container until cold and then properly disposed of in the receptacles provided by the Local Authority.
7. It shall be the responsibility of all live aboard licensees to comply with the relevant TV licensing legislation and no TV/radio aerial, satellite dish or similar equipment are to be left on or attached to any property of the Commissioners.
8. All live aboard licensees must comply with the Commissioners environmental policies and no sewage, oil, grease or other deleterious, objectionable or poisonous substance or refuse of any kind shall be discharged into the River Bann or on to the property of the Commissioners or any pipes or conduits thereon. The licensee shall produce to the Harbour Master on request satisfactory evidence of the pumping out of any holding tanks on the vessel.
9. To use any vessel moored or berthed at the Commissioners property for private living accommodation for the licensee and his immediate family only, and not for any trade or business purposes whatsoever.
10. Not to obstruct in any way the pontoons or accessways or any other property of the Commissioners.
11. Not to expose or hang out washing of any description on the outside of the vessel or in the open air.
12. Not to allow any excessive noise to emanate from the vessel nor to permit any activity thereon which is or may become a

nuisance or annoyance to the Commissioners or to the owner or occupier of any neighbouring property.

13. The licensees must supply documentation to the Harbour Master that effluent waste is being collected by a supplier from their vessel. There is no dumping of effluent waste into the River Bann.

Signed: _____
licensee

Date: _____