

APPENDIX 2

Licence for Berthing on Hythe Quay Maldon

In this Licence the Owner and the Council agree that the Owner can berth the vessel at the Quay for 1 to 12 months from the date shown at the end of this Licence and subject to the conditions contained in this Licence.

The following definitions shall apply;

'The Council' shall mean Maldon District Council.

'The Owner' shall mean the person who owns the vessel or the holding company and who signs this Licence

'The Quay' shall mean the area of land known as The Quay or Hythe Quay which is owned by Maldon District Council

'vessel' shall mean Fully rigged sailing Thames Barge operational between April and October each year and laid up alongside Hythe Quay during winter months or other large power or sail driven boats

'regular annual maintenance' shall mean that work which can reasonably be expected to be undertaken on the Quay to maintain the vessel such as sail dressing, painting, rigging, victualing etc.

'static event' shall mean any event held on a vessel whilst that vessel is moored, tethered, tied or chained to Hythe Quay

'All vessels' shall mean every vessel regardless of type or size that comes alongside Hythe Quay

1. The Owner agrees to indemnify the Council against all actions, suits, losses, damages, claims or demands which may arise in consequence of the breach or failure to observe, perform or abide by such conditions, rules or byelaws.
2. Any damage caused to the Quay must be reported to the Council at the earliest opportunity.
3. All navigational regulations must be observed at all times.
4. No sewerage, oil, petrol or contaminated bilge water shall be discharged or allowed to escape into the River Blackwater at any time.
5. Crews must be made available in the event a vessel is required to be moved
6. Vessels may only be used as accommodation for crews whilst alongside the Quay and engaged in operations
7. It shall be the Owner's responsibility to maintain the seaworthy condition of the vessels under his/her control.
8. (a) The Council shall not be liable for any loss, damage or theft to any vessel berthing alongside Hythe Quay, property stored on, or vehicles parked on the Quay unless such loss or damage may be caused by the negligence or willful act of the Council, its employees or its agents.

(b) The Owner shall indemnify the Council against all loss, damage, cost, claim or proceedings incurred by or instigated against the Council which may be caused by the Owners vessel or vehicle or by the Owner his servants, sub-contractors, agents, crew, guests or customers except to the extent that such loss, damage, cost, claims or proceedings has been caused by the negligence or willful act of the Council or from its employees or agents.

(c) The Owner shall maintain third party insurance in respect of himself and each of his vehicles and vessels, crew, agents, visitors, guests, customers and sub-contractors, and in respect of his vessels adequate salvage insurance.
9. No vessel while berthed shall be used for any full time commercial purpose of a primarily static nature without the prior agreement of the Council. Revised charges may apply.
10. The Owner shall in all respects have responsibility for the safety of his crew, guests, customers, sub-contractors, visitors and agents whilst boarding, loading, unloading, cross-decking or transferring to or from other vessels whilst alongside the Quay.

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11. The Owner shall provide evidence of insurance for all ancillary activities taking place upon that vessel prior to the event i.e. discos, entertainers, caterers etc.
12. Each vessel shall be properly moored at all times to ensure public safety and all gangways, boarding ladders and means of access/egress to and from vessels moored alongside the Quay are secured to prevent tipping, sliding, collapsing or moving to ensure safe access/egress prior to use.
13. During the hours of darkness good lighting must be provided for guests using gangways for the entirety of any static event.
14. Vessels engaged in static events must provide at least one crew member on call and available to assist for the duration of the event.
15. All reasonable steps must be taken to remove trip hazards
16. Vessels shall be moored in such a way as to ensure the safety of that vessel and not to impede damage or cause distress to other vessels in the vicinity. All mooring warps, fenders and associated equipment shall be provided by the Owner and shall be in a good and reasonable state of repair and shall be adequate to hold the vessel in all conditions.
17. Nothing in this agreement shall entitle the Owner to the exclusive use of a particular berth.
18. Any persons using any part of the Quay premises or facilities for whatsoever purposes and whether by invitation or otherwise do so at their own risk, unless any injury or damage to person or property sustained within the said Council premises was caused by or as a result of the Councils negligence.
19. The Quay is in a residential area and the Owner is responsible for the conduct of the crew, guests, visitors, customers, agents and sub-contractors whilst onboard vessels alongside the Quay or on Council premises and must ensure they conduct themselves in a reasonable manner at all times when boarding or leaving vessels, leaving the Quay or whilst being entertained on the vessel or on Council premises.
20. No refuse shall be thrown overboard, left on the Quay or pontoon and shall be disposed of in the bins provided. In the event the bins are full, Owners are reminded it is an offence to litter Council premises and must not leave sacks of rubbish, waste oil, large items or any other such waste materials on the Quay. Recycling bins are provided at the Queens Head end of the Quay and the Councils main waste reception facility which is situated at the end of Park Drive, Maldon.
21. Barge operators and their Guests are requested to refrain from using sea toilets whilst alongside Hythe Quay if possible.
22. Regular annual maintenance only, may be undertaken onboard vessels alongside Hythe Quay. Heavy installations may take place by first obtaining the consent of the Council.
23. No large vehicles such as cranes, or other such vehicles may enter the Quay without first obtaining the consent of the Council. Fuel deliveries may be undertaken without prior notice being given.
24. No items of boat gear, stores, fittings, supplies or equipment shall be left unattended on the Quay, pontoon or Council premises at any time.
25. The Council does not permit advertising banners, hoardings, 'A' boards or any other form of advertising on its property without prior written consent.
26. The Council recognises the need for vessels to refuel from time to time alongside the Quay. It shall be the Owners responsibility to ensure all necessary precautions are undertaken to prevent spillages, pollution or contamination of the River Blackwater, Quay area or Council owned premises. In the event of a spillage, contamination or pollution event all associated clean-up costs will be sought from the Owner by the Council.
27. The Council reserves the right to introduce regulations or amendments to these Conditions from time to time as is deemed necessary.

Berthing Fees

28. Berthing charges shall be displayed on the River Bailiffs workshop.

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29. Berth holders will be informed of any changes to berthing charges at least three months prior to any changes coming into effect.
30. All invoices are strictly to be paid within fourteen days and accounts are required to be settled during that period.

Waste Disposal

31. Waste reception facilities are for the disposal of domestic waste only. Large items shall not be disposed of by Council or its contractors nor should they be left on the Quay for later disposal. Liquid waste such as oil, bilge water or solvents must be taken to the Civic Amenity point in Park Drive, Maldon. No waste should be left alongside or next to the waste bins.
32. It is the Owners responsibility to remove any non-domestic waste from the Quay without delay. All boxes and containers must be disposed of sympathetically and collapse or crush whenever possible. Glass can be recycled in the bins provided at the Queens Head end of the quay. It is prohibited to leave waste material next to the bins provided.

Electrical Installations

33. All electrical installations must comply with current legislation.
35. Only approved type electrical cables and extension leads bearing the BS mark will be permitted for use on the Quay.
37. All electrical supplies should be secured from public access at all times, and isolated when they are not required.

Static Events

38. Any events on a barge or barges alongside the Quay will comply with Maritime and Coastguard Agency regulations, Health and Safety Executive guidance and all other regulations relating to events onboard vessels.
39. A comprehensive briefing will be given to all guests attending any event on the vessel. The briefing shall address access, egress, use of gangways, safety equipment, fire precautions, emergency evacuation and actions in the event of falling overboard or injury.
40. A crew member will be positioned at the gangway to assist guests disembarking from the vessel to the Quay
41. A written risk assessment shall be undertaken for each static event alongside the Quay. A copy of the risk assessment must be kept onboard and available for inspection if required.
42. A crew member will be required to be onboard the vessel for the duration of the event

Termination

43. If any berthing fees are not paid within 28 days of the date of the invoice the Council shall be entitled to terminate this Licence in writing with immediate effect
44. If there is any breach of any condition the Council shall be entitled to terminate this Licence by giving 28 days written notice, unless the Council considers the breach to be serious in which case the Council shall be entitled to terminate in writing with immediate effect.
45. The Council and the Owner shall be entitled to terminate this Licence by giving 3 months notice for any reason whatsoever whether, or not, there has been any breach of this Licence
46. **All vessels are required to observe the above terms and conditions while alongside Hythe Quay.**

Licence Start date:

Until

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Licence End Date:

Signed by the Owner

Signed on behalf of the Council

Dated

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