## ***Applicants Details (BLOCK CAPITALS)***

## Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: Home \_\_\_\_\_\_\_\_\_\_\_ Work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile\_\_\_\_\_\_\_\_\_\_\_\_

### Particulars of Boat (BLOCK CAPITALS): Please note that your boat must be named with the name clearly displayed on the boat

## **Full Name of Boat**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type: (Sail, motor, multi-hull): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Make & Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dimensions (Metres) L.O.A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Beam \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Draught \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Displacement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commercial Use Intended? No 🞏 Yes 🞏 - if yes give details \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are you the owner or managing owner of the boat yes / no? If no please give details of boat ownership \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I warrant that the above information is true and correct.

#### Berthing Required

**Annual Berth: 🞏**

**Summer Berth Period: From 1st April to 30th September 🞏**

**Winter Berth: From 1st October to 31st March** 🞏

#### Declaration:

I, the above named owner or managing owner, request Waterford City Council (The Council) to grant me a Berthing Licence. I agree to be bound by the Council’s Marina Rules, which are part of this application form and which I have read and understand and accept that the Council reserves the right to request in writing- the temporary moving or removal from the marina of any vessel, gear, equipment or other goods at any time for reasons of safety, security, maintenance, marina management or major City event. Further that the Council will not be liable for any costs associated with such a request. Following such a request, if the owner (s) of such vessel, gear, equipment or other goods fail to comply in the specified timeframe, the Council then reserves the right to engage the services of a contractor to move or remove any such Vessel, gear, equipment or other goods and the owner (s) will be liable for all associated costs reasonably incurred by the Council in that regard. I accept that the Council also reserves the right to take into account the general suitability of my boat for a particular berth before issuing any such Berthing Licence, and the Council’s decision in this matter shall be final.

**SIGNED**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A copy of the insurance certificate must accompany this application**

Insurance Details: Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Exp. Date: \_\_\_\_\_\_\_\_\_\_\_\_

##### For Official Use Only

Amount Received: € \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received: \_\_/\_\_\_/\_\_ Receipt No: \_\_\_\_\_\_\_\_\_\_\_\_

Licence No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Issued \_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Licence Fees and Charges**

**Rates**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| L.O.A.  Metres | 1 night | 3 nights | 1 week | Monthly Summer | Summer | Winter | Annual | Annual Design. |
| <5.5 | €12 | €30 | €55 | €155 | €410 | €195 | €605 | €665 |
| 5.5 – 7.6 | €16 | €40 | €80 | €215 | €490 | €245 | €735 | €810 |
| 7.61 – 10.7 | €20 | €45 | €95 | €260 | €605 | €320 | €925 | €1020 |
| 10.71 – 13.7 | €25 | €55 | €110 | €310 | €760 | €385 | €1145 | €1260 |
| 13.71 > 15.7 | €30 | €65 | €130 | €370 | €900 | €450 | €1355 | €1470 |
| 15.71 > | €40 | €80 | €160 | €450 | €1300 | €650 | €1950 | €2150 |

For vessels greater than 15.7m please contact the marina superintendent.

Summer season = April 1st to September 30th

Winter season = October 1st – March 31st.

**Electricity Charges** €2.50 per 10 kw card

# RULES FOR USERS OF WATERFORD CITY MARINA

**Interpretation**

1. In these Rules and Conditions, the “City Council” shall mean Waterford City Council and/or its Agents to whom the application for berthing is made. The expression “Marina” shall include the 3 no. pontoons situated between Meagher’s Quay and Adelphi Quay. The expression “owner” shall include a Charterer, Master or Agent or other person for the time being lawfully in charge (other than the City Council) of the vessel or vehicle.

**General**

1. All vessels and vehicles in or on the harbour, Marina or property of the City Council berthed, moored or parked may be moved by the City Council at the sole risk of the Owner. The Council reserves the right to request in writing- the temporary moving or removal from the marina of any vessel, gear, equipment or other goods at any time for reasons of safety, security, maintenance, marina management or major City event. Further that the Council will not be liable for any costs associated with such a request. Following such a request, if the owner (s) of such vessel, gear, equipment or other goods fail to comply in the specified timeframe, the Council then reserves the right to engage the services of a contractor to move or remove any such Vessel, gear, equipment or other goods and the owner (s) will be liable for all associated costs reasonably incurred by the Council in that regard. The City Council and its employees, accept no responsibility for loss, damage or theft of vessels or vehicles or any articles left thereon or any accessories there of or any other property of the Owner or others occurring from any cause whatsoever. Owners are required to insure their vessels and the contents thereof adequately against loss or damage including third party claims and salvage including both public liability and employers liability so as to indemnify the City Council against any claim occurring as aforesaid in connection with the Vessel. The City Council shall require evidence of insurance to be produced.
2. (a) Except with the written consent of the City Council, which may be withheld

at the City Council’s sole discretion, no part of the City Council’s properties,

or the vessel, shall be used by the Owner for any commercial purposes,

including hiring, embarkation of charter parties, sale or demonstration for

sale or hire of the vessel, provided the occasional use of the vessel by a

personal friend of the Owner on payment to the Owner of a contribution

towards the actual running costs of the said vessel shall not be deemed a

commercial purpose hereunder.

1. The Owner shall upon request by the City Council supply to the City Council full details in writing of all such use under the Provision of this Rule.
2. The Owner shall be permitted to arrange a private sale of not more than one vessel (such vessels usually being berthed at City Council’s Marina) during any one or more periods of twelve consecutive months of the Licence granted to the Owner.
3. The Owner shall be present at all times during which the vessel is to be viewed and he shall not be permitted to display a “For Sale” notice on his vessel whilst at the City Council’s marina. On sale of the vessel the new owner will need to reapply to the City Council for a licence, designated berths are not transferable to new owners.
4. The City Council have the right to exercise a general lien upon any vessel and/or her gear and equipment whilst in or upon their premises or afloat at any of their berths until such time as any money due to the City Council in respect of the vessel and/or gear whether on account of licence, storage, commission or berthing charges, work done or otherwise shall be paid.
5. The City Council shall have the right (without prejudice to its rights in respect of subsisting breaches of this Licence by the Owner) to terminate the Licence granted to the Owner in the event of the Owner failing to observe any of the regulations and conditions of berthing and upon notice specifying the breach and requiring removal of the vessel being sent by recorded delivery post to the Owner at his last known address, he will remove the vessel within 28 days. On failure to remove the vessel at the expiration of the said period of 28 days, the City Council shall have the right to remove the vessel from the Marina and thereupon shall secure it elsewhere and may charge the Owner with all the costs arising out of such removal including alternative berthing fees.

If the owner does not pay all sums due to Waterford City Council and collect and

remove the vessel within twenty eight days after it is removed from the Marina by

Waterford City Council, the City Council shall be entitled to dispose of the vessel,

deduct and retain all sums due to it and forward a cheque for the balance to the

owner at his last known address. The owner hereby appoints the City Manager or his nominee of the City Council for the time being as his attorney for the purpose of selling and transferring title in the vessel pursuant to this clause.

1. The City Council shall have the right to moor, re-berth, board, enter or carry out any emergency work on the vessel at the owners sole risk if in the City Council’s opinion such be necessary for the safety of the vessel or the safety and/or convenience of other users of the Marina or for the safety of the City Council’s Marina, plant and equipment and the Owner shall pay the City Council reasonable charge for such work.
2. Berthing Fees paid to Waterford City Council are non-refundable and non-transferable.

**Licences**

1. All vessels berthed at the Waterford City Marina must have a current valid licence issued by the City Council in respect of that vessel and the current Owner. This licence is to be on view on a vessel at all times.
2. The City Council may, on application, issue a licence to an Owner in respect of a particular vessel and for a particular period of time.
3. The Owner shall not lend or transfer the licence (this licence being personal to the Owner in relation to a particular vessel and non-assignable) nor shall he use it for any other vessel without the prior consent of the City Council.
4. The City Council may, from time to time, allocate a number of berths on the Marina to be licensed for use as Designated Berths. Designated berths may be licensed for a period not exceeding 12 months and entitle the licenced designated berth holder to the use of that berth for the period of the licence subject to all of the other rules contained herein.
5. Save for No. 10 above, nothing in this Licence shall entitle an Owner to the exclusive use of a particular berth. The berth allocated may, or may not be alongside the pontoon. At the sole discretion of the City Council, it may raft up vessels to a maximum of 3 deep on either side of the pontoons.
6. The granting of a berthing licence does not convey any entitlement, to the licence holder, to further licences beyond the date of the current license.
7. On expiry of a current licence the Owner shall remove his/her vessel from the Marina.
8. The City Council may increase the rental at any time on giving fourteen day’s notice, which notice shall be published at the City Council’s office.
9. The City Council may terminate a licence if access is given to the marina by unauthorised persons.

**Conduct of Vessels while berthed at the Marina**

1. All Marina users should obey the safety signs and instructions applying to the Harbour
2. The vessel shall be berthed or moored by the Owner in such a manner and position as the City Council may require and the necessary warps and fender shall be provided by the Owner. No fixtures or fittings may be attached to the City Council property without their consent in writing.
3. All persons using any part of the City Council’s marina or facilities for whatsoever purpose and whether by invitation or otherwise, do so at their own risk.
4. The vessel, when entering or leaving the Marina shall not be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the Marina. Vessels are at all times subject to the speed, restrictions and bye-laws of Harbour, Navigation or other authorities.
5. No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Marina and/or Car Park so as to cause any nuisance of annoyance to the City Council, to any other users of the Marina, Car Park, or any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid. Halyards shall be secured so as not to cause such nuisance or annoyance.
6. The City Council reserves the right to take such action as it may deem necessary to mitigate any nuisance or annoyance caused by halyards (see clause 20 above) and the Owner agrees to pay the City Council’s charges thereof.
7. Dinghies, tenders and rafts shall be stowed aboard the vessel at all times unless a berth is separately provided by the City Council, an additional berth will incur an additional fee.
8. No items of boats, gear, fittings or equipment, supplies, stores, or the likes shall be left upon the pontoons, jetties or Car Park.
9. No work shall be done to the vessel whilst in the City Council’s Marina (except with the written consent of the City Council which may be withheld at the City Council’s sole discretion) other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family and not causing any nuisance or annoyance to any other users of the Marina, Harbour, Carpark or any person residing in the vicinity.

**Waste and Litter Management**

1. No refuse, noxious substances, paints, oils, fuels or sewage shall be thrown overboard or left on the pontoons, jetties or Car Park, or disposed of in any way other than in the receptacles provide by the City Council or by removal from the City Council’s premises. In the event of refuse being thrown overboard or left on the pontoon then the owner of the berth shall be subject to the provisions of the Litter Pollution Act 1997 and will be immediately fined under the provisions of that Act.

**Other**

1. The Owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the offices of the City Council. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the vessel for immediate use in case of fire, which extinguisher shall at all times be kept instantly ready for use and in good and efficient working order. Owners shall not refuel vessels in the harbour otherwise then in the City Council’s refueling berth
2. In the event of no refueling berth being available vessels shall not be refueled in the Marina, this regulation shall not apply to closed fuel containers being placed aboard by the owner or to the replenishment of fixed out-board motor tanks not exceeding 5 litres capacity.
3. The Owner, is required to provide the City Council with all particulars of the vessel, her crew, gear and contents which might affect use of the berth as the City Council otherwise accepts no responsibility for the suitability of any berth, structure or gear provided.
4. Berth holders may not bring dogs or other animal pets onto the City Council’s premises.

In view of the proximity of rabies on the Continent of Europe the City Council may at any time and without prior notice require that all dogs and other animals are removed from its premises. No animal taken abroad (other than in Great Britain) may be brought into the Marina and any Owner suspected of so doing will be reported to the Authorities.

1. The foregoing Rules and Conditions shall apply to all Marina users and may be altered or amended from time to time by the City Council. Upon such notice of amendment being displayed at the City Council’s offices it shall be deemed incorporated hereinbefore.