



Private Mooring Permit / Application Lock 5 and Riverfront

☐ New Permit

☐ Renewal

Please complete this form in **BLOCK LETTERS** and return to the Renmark Paringa Council by:

Post:

PO Box 730
Renmark SA 5341

Email:

houseboats@renmarkparinga.sa.gov.au

In person:

61 Eighteenth Street,
Renmark SA 5341

To avoid delays, please ensure the application form is completed and returned to the Council together with the applicable Fee and any required documentation outlined below.

I/We wish to apply for a permit for a single mooring for a vessel as follows:

Nominated Vessel:

Boat Name: _____

Registration number: _____

Mooring Location and Site Number:

☐

Riverfront

Site Number: _____

☐

Lock 5

Site Number: _____

Owner of Vessel:

_____ *Full Name(s)*

Postal Address: _____

Email: _____

Contact Numbers: Phone: _____ Mobile: _____

The issue of a permit is subject to the Applicant:

- agreeing to the Terms & Conditions of Permit listed below; and
- providing a copy of the current certificate of registration for the vessels nominated within this Permit; and
- providing a copy of a current certificate of public liability insurance for a sum of \$20,000,000 (twenty million dollars) and hull insurance in respect of a policy that complies with the requirements of clause 6 of the Terms & Conditions of Permit; and
- agreeing to any special conditions that may reasonably be imposed by the Council from time to time and notified to the Permit Holder accordingly; and
- making payment of any applicable fees and charges. These are reviewed each financial year and form part of the "Fees and Charges" on the Council website.

A permit does not take effect until the Applicant has received a copy of the permit that has been signed and completed by the Council.



Terms & Conditions of Permit

1. Permitted Use

- 1.1. This Permit authorises the Owner of the Vessel named above ("the **Permit Holder**"), subject to the terms and conditions contained in this Permit, to moor the vessel nominated within this Permit at the mooring site specified in this Permit ("the **Mooring Site**").
- 1.2. The Mooring Site is to be used for mooring a Nominated Vessel only. It must not, without the Council's prior consent given in writing, be used for any other purpose. To avoid doubt, this Permit does not authorise the Permit Holder to stay overnight at a Mooring Site.

2. Nature of Permit

- 2.1. The Permit does not take effect until:
 - 2.1.1. it has been signed by the Council and a copy returned to the Permit Holder; and
 - 2.1.2. all applicable permit fees and charges have been paid by the Permit Holder or, if the Permit Holder elects (where possible), to pay the fee in quarterly instalments, the first instalment has been paid; and
 - 2.1.3. the Permit Holder has provided a current certificate of registration for the Nominated Vessel (or each of them as the case may be); and
 - 2.1.4. the Permit Holder has provided a copy of the current Certificates of Insurance as required by clause 6.
- 2.2. The Permit does not confer on the Permit Holder any exclusive right, entitlement or proprietary interest in the Mooring Site and does not derogate from the Council's powers under the *Local Government Act 1999* or any other legislation.
- 2.3. The Permit is personal to the Permit Holder, who must be a registered owner of the Nominated Vessel.
- 2.4. If ownership of the Nominated Vessel is transferred and the new owner wishes to continue using the Mooring Site for the remaining term of the Permit, the new owner will be required to lodge a new Permit Application request with the Council (the required forms are available via the Council website or email/post upon request).
- 2.5. The Council may vary the Terms & Conditions that attach to the Permit at any time by providing fourteen (14) days' notice in writing to the Permit Holder.
- 2.6. The Permit Holder must not assign, sub-let, licence, or hire out the Mooring Site.

3. Fee

- 3.1. The Fee is payable, at the election of the Permit Holder in the Application, either annually in advance by 31 July or in four equal instalments, quarterly in advance. The Permit Holder must pay the Fee to the Council for the Permit within fourteen (14) days of invoice date.
- 3.2. The Fee is set by Council at its meeting in August each year. Any adjustment to reflect an increase in the Fee for that financial year will be payable within twenty (20) Business Days in the case of any annual payment, or otherwise included in the 2nd quarter account.



4. Permit Term

- 4.1. This Permit is for a maximum term of twelve (12) months and expires on the earlier of the date:
 - 4.1.1. specified in the office use panel below; or
 - 4.1.2. that the Permit Holder ceases to hold any insurance policy required by clause 6; or
 - 4.1.3. that the Permit Holder, by notice in writing to the Council, surrenders this Permit; or
 - 4.1.4. that the Nominated Vessel has not been moored in the Mooring Site for at least three (3) months; or
 - 4.1.5. that is fourteen (14) days after the Permit Holder ceases to be the registered owner of the Nominated Vessel,(the **Permit Term**).
- 4.2. In the event the Permit Holder surrenders the Permit prior to its expiration and the Fee has been paid in full, a refund will be provided on a pro-rata basis. The refund will only occur upon inspection of the site and no damage has occurred; any damage will be recoverable through fees retained by Council. However, if the Fee is paid quarterly, no refund will be provided.
- 4.3. If the Permit is cancelled by the Council or expires under either of clause 4.1.2 or 4.1.4 or 4.1.5 above, then there will be no adjustment, reduction or refund by the Council of any permit fees paid by the Permit Holder.
- 4.4. The Permit Holder acknowledges and agrees that:
 - 4.4.1. subject to any other right granted by the Council to the Permit Holder, the Permit Holder may not use the Mooring Site before the start of the Permit Term and must vacate the Mooring Site on the last day of the Permit Term;
 - 4.4.2. if the Mooring Site has not been vacated at the end of the Permit Term, the Council may recover from the Permit Holder a daily usage fee, published by the Council from time to time, but for the time being, the amount of \$7.67 (GST inclusive) for each day or part of a day the Mooring Site is not vacated; and
 - 4.4.3. the Permit is for the Permit Term, and the Council is not under any obligation to renew the Permit, or to extend the Permit Term.

5. Renewal

- 5.1. Subject to clause 5.2, if the Permit Holder wishes to renew the Permit, the Permit Holder must lodge a Renewal application with the Council (form located on the Council website or email/post upon request) no later than 30 June each year and make payment of the applicable renewal fee. Any renewal of the Permit is at the discretion of the Council and in any event, is subject to the availability of the Mooring Site at the time a renewal application is received.
- 5.2. To avoid doubt, the Council is under no obligation to renew the Permit. Should it choose not to renew, Council will provide six (6) months' written notice of its intention not to renew and will also provide three (3) months' notice to confirm a renewal will not be granted.
- 5.3. Where a renewal is granted by the Council under clause 5.1 then the renewal is on the same terms and conditions as this Permit, except:
 - 5.3.1. that the expiry date for the purpose of clause 4.1.1 will be as notified to the Permit Holder



in writing at the same time the Permit Holder is notified that the renewal has been granted;
and

- 5.3.2. for any other amendments to the Permit notified to the Permit Holder in writing at the time of renewal.

6. Insurance

The Permit Holder must take out and maintain throughout the term of the Permit:

- 6.1. public liability insurance in respect of the Mooring Site for an amount of at least twenty million dollars (\$20,000,000) per claim; and
- 6.2. marine hull insurance in respect of each Nominated Vessel

A copy of the current policy MUST be provided to Council upon any renewal of the Permit.

7. Indemnity

- 7.1. As a continuing obligation and except to the extent caused by the Council's negligence, the Permit Holder indemnifies and will keep indemnified the Council from and against all actions, costs, claims, damages, charges, and expenses whatsoever that may be brought, made, or claimed against or otherwise incurred by the Council arising out of or in relation to:
- 7.1.1. the granting of this Permit by the Council; or
- 7.1.2. the use of the Mooring Site by the Permit Holder or the Permit Holder's visitors or invitees; or
- 7.1.3. the use of the Mooring Site by any Other Vessel; or
- 7.1.4. the actions or omissions of the Permit Holder and/or any person acting on the Permit Holder's behalf or with the Permit Holder's permission in relation to the Mooring Site.
- 7.2. The Permit Holder's use of the Mooring Site is at the Permit Holder's own risk. The Council is not responsible for or liable to the Permit Holder for any loss theft or damage that occurs to any personal property that is left in the Mooring Site (including, for the avoidance of doubt, a vessel).

8. Relocation

- 8.1. The Council may, in its absolute discretion and upon giving twenty-eight (28) days' written notice to the Permit Holder, vary this Permit to relocate the Mooring Site to an alternative mooring site(s) as determined by the Council.
- 8.2. In the event the Council relocates the Mooring Site under clause 8.1:
- 8.2.1. the Permit Holder may immediately cancel this Permit by providing written notification to the Council, and in such cases the Council will offer a refund of the Fees paid by the Permit Holder on a pro-rata basis; and
- 8.2.2. the Council will not be liable to the Permit Holder for any loss or damage suffered by the Permit Holder because of such relocation.
- 8.3. If this Permit is relocated to an alternative mooring site under this clause 8 then, unless the Council notifies the Permit Holder otherwise in writing, the Permit Holder must, at the Permit Holder's expense, reinstate the vacated Mooring Site including making good any alterations or additions made to the vacated Mooring Site by the Permit Holder and leaving the vacated Mooring Site in a clean and tidy condition to the Council's satisfaction.



9. Cancellation by the Council

- 9.1. The Council may cancel this Permit:
 - 9.1.1. upon any breach of these conditions by the Permit Holder if the Permit Holder does not remedy the breach within fourteen (14) days (or such greater time as may be allowed by the Council) of the Council giving written notice of the breach to the Permit Holder; or
 - 9.1.2. immediately, where the Council considers it is necessary to do so in the interests of public safety, by giving notice in writing to the Permit Holder; or
 - 9.1.3. the Permit Holder refuses to act in accordance with any reasonable instruction from or on behalf of the Council.
- 9.2. The Council may cancel this Permit early (with a refund of any portion of the Fee paid for any period after the cancellation date) on written notice to the Permit Holder if:
 - 9.2.1. the Council ceases to have care, control or management of the Mooring Site (or otherwise no longer has a right to occupy the Marina or Mooring Site); or
 - 9.2.2. by reason of the wrongful act or negligence of the Council, the Mooring Site is unsafe or substantially unusable.
- 9.3. If this Permit is cancelled under this clause 9 or under clause 8.2.1 then, unless the Council notifies the Permit Holder otherwise in writing, the Permit Holder must, at the Permit Holder's expense, reinstate the Mooring Site including making good any alterations or additions made to the Mooring Site by the Permit Holder and leaving the Mooring Site in a clean and tidy condition to the Council's satisfaction.
- 9.4. The Council is entitled to recover all reasonable costs incurred in rectifying any breach of this Permit by the Permit Holder as a debt from the Permit Holder, including (but not limited to) the costs of reinstating or cleaning the Mooring Site and any legal and other fees incurred by the Council.
- 9.5. If the Permit is cancelled under clause 9.1 then there will be no adjustment, reduction or refund by the Council of any permit fees or charges (including the Fee) paid in advance by the Permit Holder.

10. The Mooring Site

- 10.1. The Mooring Site and/or any part of the riverbank within its vicinity must not be altered or modified (including by way of placing or installing any fixture, structure, vehicle or building thereon).
- 10.2. Where this Permit gives rise to a rateable assessment in respect of a Mooring Site under the Local Government Act 1999, the Permit Holder is the principal ratepayer that is liable to pay Council rates, which the Permit Holder must pay when they fall due and payable.
- 10.3. Where electricity is provided to the Mooring Site the Permit Holder:
 - 10.3.1. is liable for the costs of all electricity usage and electricity will be read and charged to the Permit Holder quarterly. The Permit Holder is required to pay the associated costs within thirty (30) days of an invoice being issued; and
 - 10.3.2. must arrange testing and tagging of their power connection cord/s at least once in every twelve (12) month period, and is to be maintain throughout the Permit Term in accordance with the Australian and New Zealand Standard AS/NZS 3760:2022. The Permit Holder must provide evidence of it compliance with this clause as may be requested by the Council from time to time.

11. Permit Holder's Obligations

- 11.1. The Permit Holder must, at the Permit Holder's cost and expense, comply with all applicable laws



and standards and all the Council's reasonable directions in relation to the Mooring Site and/or the use of the Mooring Site by the Permit Holder or the Permit Holder's visitors or invitees. This includes, without limitation, all legislation regarding the disposal of wastewater and waste from any houseboat in the Mooring Site(s).

- 11.2. For the purposes of complying with the obligation under clause 11.1, the Permit Holder must moor the Nominate Vessel, where it is a houseboat, in accordance with Australian Houseboat Mooring Standard AS3962 (which requires houseboats to be moored a minimum of two (2) metres apart at ALL times). Failure to comply may affect the Permit Holder's insurance.
- 11.3. A vessel in the Mooring Site must be secured to a mooring post only. Securing vessels to trees or any other structure is strictly prohibited.
- 11.4. The Permit Holder must not cause, suffer, or permit any damage to the Council's land (including land under the Council's care, control, or management) or property in connection with using the Mooring Site. In the event such damage occurs, the Permit Holder must immediately notify the Council and the Permit Holder will be liable to pay to the Council any cost incurred in making good any damage caused.
- 11.5. The Permit Holder must not:
 - 11.5.1. store or leave unattended any moveable property, goods, houseboat equipment or other items on the riverbank or on any pontoon or jetty attached thereto; or
 - 11.5.2. place any moveable property, goods, equipment, or other items in or around the Mooring Site or on any adjacent riverbank in a manner that may cause a hazard, danger, or nuisance to members of the public in that location.
- 11.6. The Permit Holder must not cause, suffer, or permit any vessel at Mooring Site to be used as a place of accommodation.
- 11.7. The Permit Holder must not carry on any offensive or dangerous activities on, from or around the Mooring Site or create a nuisance or disturbance either for the Council or member of the public.

12. Vehicle Parking

- 12.1. The Permit Holder must not cause, suffer or permit a vehicle to be parked other than in an area allocated for the parking of the vehicle

13. Multiple Nominated Permit Holders

If the Permit Holder is two (2) or more persons:

- 13.1. these conditions may be enforced by the Council against them together or separately; and
- 13.2. any notice sent to either of the Permit Holders will be considered sufficient notice.

14. By-law Permit

If any by-law of the Council under section 238 of the *Local Government Act 1999* requires the Council grant permission for the purposes now contemplated, this Permit is deemed to grant necessary permission.

15. Notices

- 15.1. To be effective, a notice must be in writing and given to the other party by delivery, prepaid mail or email to the address or email address stated in the Application (or as otherwise notified in accordance with this Permit). Notice by post is given three (3) Business Days after it is posted. Notice by email is given on the day the notice is sent if the sender does not receive a transmission failure notification, however an email sent outside 9am to 4.30pm (Adelaide time) on a Business Day is given at 10am on the next Business Day.
- 15.2. For the purposes of this clause 15, a Business Day is a day that is not a Saturday, Sunday or declared public holiday in South Australia.



I/we acknowledge and agree that the above information is true and correct and that I/we have read, understand and agree to be bound by the permit conditions set out in this permit application including in relation to the payment of any applicable fee and any special conditions notified to me/us by the Council.

Print name: _____ Sign: _____ Date: __ / __ / __

Print name: _____ Sign: _____ Date: __ / __ / __

Further important information:

- You can choose how to pay your mooring fee: (please select)
☐ Annually in advance or ☐ Quarterly in advance
- You will be invoiced quarterly for your electricity use (if the Mooring Site has power access)
- There is an annual service charge which will be invoiced quarterly with your power usage, if you have no power usage (but have access to power) this may be invoiced on an annual basis.
- You **MUST** provide a current certificate for the required insurance every time the Permit is renewed.

Office Use PANEL

The Council hereby grants a Permit to the Applicant/s subject to the conditions within.

Permit Fee: \$2800.00 per annum / \$700 per quarter Permit Expiry: 30 June 2024

Permit Commencement Date: 1 July 2023

Payable in advance (within 14 days of invoice date)

Current Registration Received: Yes No

Insurance Certificate Public Liability Received: Yes No

Insurance Certificate Hull Received: Yes No

Issued by:

Signature:

Date: