



PERMIT APPLICATION

Marina Berth Permit

- New Permit Renewal

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

Post:
PO Box 730,
Renmark SA

Email:
council@renmarkparinga.sa.gov.au

In person:
61, 18th Street,
Renmark SA 5341

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

I/We wish to apply for a permit to use a marina berth as follows:

Vessel make and registration: _____

Marina Facility: _____

Applicant Details

Applicant : _____
(Title) (First Name) (Last Name)

Postal Address: _____

Contact Numbers: Phone: _____ Mobile: _____

Email: _____

The issue of a permit is subject to:

- the Permit Holder agreeing to the Conditions of Permit listed below;
- the Permit Holder providing a copy of a current certificate of public liability insurance for a sum of \$10,000,000 (ten million dollars) in respect of a policy that complies with the requirements of paragraph 4 of the Conditions of Permit;
- the Permit Holder agreeing to any special conditions that may be imposed by the Council from time to time and notified to the Permit Holder accordingly; and
- the payment of any applicable fees and charges by the Permit Holder.

A permit is not effective until the Applicant has received a copy of the permit that has been signed and completed by the Council.



Conditions of Permit

1. Permitted Use

- 1.1. This Permit authorises the Applicant(s) named above (“the Permit Holder”), subject to the terms and conditions contained in this Permit, to moor the Vessel described above (“the Vessel”) in the marina berth identified in the plan attached to this Permit and marked ‘**Annexure A**’ (“the Marina Berth”), which is located within the marina facility on land owned by the Council or under the Council’s care, control and management (“the Marina Facility”).
- 1.2. The Marina Berth is to be used for private recreational purposes and does not allow sleeping overnight on the Vessel. It must not, without the Council’s prior consent given in writing, be used for or in connection with carrying on or conducting any business or trade or advertising any products or services.

2. Nature of Permit

- 2.1. The Permit does not take effect until:

it has been signed by the Council and a copy returned to the Permit Holder; and
all applicable permit fees have been paid by the Permit Holder; and
the Permit Holder has provided a copy of a current certificate of public liability insurance with cover of at least \$10,000 000 per claim.

- 2.2. The Permit does not confer on the Permit Holder any exclusive right, entitlement or proprietary interest in the Marina Berth or the Marina Facility 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 and is not transferrable.
- 2.4. The Council may vary the conditions that attach to the Permit at any time by notice in writing to the Permit Holder.

3. Expiry & Renewal

- 3.1. This Permit is for a maximum term of 6 months and expires on the earlier of the date:
 - 3.1.1 specified in the panel below; or
 - 3.1.2 that the Permit Holder ceases to hold an insurance policy as required by clause 4; or



3.1.3 that the Permit Holder, by notice in writing to the Council, surrenders this Permit.

3.2. If the Permit Holder wishes to renew the Permit, the Permit Holder must lodge a renewal application with the Council and make payment of the applicable renewal fee (if any) at least thirty (30) days prior to the expiry of the Permit.

3.3. In the event the Permit is cancelled or surrendered prior to its expiration or the Permit Holder ceases using the Marina Berth (for any reason whatsoever), there will be no adjustment, reduction or refund by the Council of any permit fees paid by the Permit Holder.

4. Insurance

4.1. The Permit Holder must take out and maintain throughout the term of the Permit, public liability insurance in respect of the Marina Berth for an amount of at least ten million dollars (\$10,000,000) per claim. Failure to maintain public liability insurance as required by this clause is a breach of this Permit.

5. Indemnity

5.1. 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:

5.1.1 the granting of this Permit by the Council; or

5.1.2 the use of the Marina Berth or the Marina Facility by the Permit Holder, their visitors or invitees; or

5.1.3 the actions or omissions of the Permit Holder and/or any person acting on the Permit Holder's behalf.

5.2. The Permit Holder's use of the Marina Berth 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 the Permit Holder's personal property whilst it is in the Marina Facility.

6. Relocation

6.1. The Council may, in its absolute discretion, vary this Permit to relocate the Marina Berth to an alternative marina berth within the Marina Facility as determined by the Council.



6.2. In the event the Council relocates the Marina Berth under clause 6.1:

6.2.1 the Permit Holder may immediately terminate this Permit by providing written notification to the Council, and in such case there will be no adjustment, reduction or refund by the Council of any permit fees paid by the Permit Holder; and

6.2.2 the Council will not be liable to the Permit Holder for any loss or damage suffered by the Permit Holder as a result of such relocation.

7. Cancellation by the Council

7.1. The Council may terminate this Permit:

upon any breach of these conditions by the Permit Holder if the Permit Holder does not remedy the breach within fourteen days of the Council giving written notice of the breach to the Permit Holder; or

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.

7.2. If this Permit is terminated under this clause then, unless the Council notifies the Permit Holder otherwise in writing, the Permit Holder must, at the Permit Holder's expense, reinstate the Marina Berth including making good any alterations or additions made to the Marina Berth by the Permit Holder and leaving the Marina Berth in a clean and tidy condition to the Council's satisfaction.

7.3. 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 Marina Berth and any legal and other fees incurred by the Council.

8. The Marina Berth

The Marina Berth must not be altered or modified without the prior written consent of the Council, which consent may be withheld by the Council in its absolute discretion.

9. Permit Holder's Obligations

9.1. The Permit Holder must, at the Permit Holder's cost and expense, comply with all applicable laws and all of the Council's directions in relation to the Marina Berth and/or the Permit Holder's use of the Marina Berth.

9.2. The Permit Holder must not cause, suffer or permit any damage to the Council's land or property in connection with using the Marina Berth. 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.

9.3. The Permit Holder must not store or place any moveable property, goods or other items on any wharf, pontoon, jetty or other structure in the Marina Facility which may cause a hazard, danger or nuisance to other users of the Marina Facility or the general public.

9.4. The Permit Holder must not do any of the following within the Marina Facility:

9.4.1 discharge effluent or other pollution from the Vessel into the waterways;

9.4.2 undertake repairs to the Vessel except at any location in the Marina Berth designated by the Council for this purpose;

9.4.3 refuel the Vessel other than at a designated refuelling facility;

9.5. The Permit Holder must not carry on any offensive or dangerous activities on, from or around the Marina Berth or the Marina Facility or create a nuisance or disturbance either for the Council or users of other marina berths or the Marina Facility.

10. Multiple Permit Holders

If the Permit Holder is two or more persons:

10.1 these conditions may be enforced by the Council against them together or separately; and

10.2 any notice sent to either of the Permit Holders will be considered sufficient notice.



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: __ / __ / __

Office Use Only

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

Permit Fee: _____

Permit Expiry: _____

Fee Paid date: _____

Receipt number: _____

Insurance Certificate Received: Yes No

Marina berth number:.....

Vessel registration:.....

Issued by:.....

Signature:.....

Date:

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