

# MARINA MOORING – CASUAL HIRE PERMIT TEMPLATE



Template: 4-5-603  
GDS Category: Property Management  
Public Document? **YES**  
Date: August 2011  
Page 1 of 5  
Version: 2  
Review Date: August 2013

**MOORING TYPE:** (circle) **Floating** **Pile**

**MOORING NUMBER:** \_\_\_\_\_

## ITEM A: VESSEL OWNER

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Postcode:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_  
(if different from above)

**Email Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Home** \_\_\_\_\_ **Work**  
\_\_\_\_\_ **Mobile**

## ITEM B: VESSEL DESCRIPTION

**Vessel Name:** \_\_\_\_\_ **Reg #:** \_\_\_\_\_

**Overall length (including bowsprits, bumpkin and any other over-hangs):** \_\_\_\_\_

**Maximum Beam:** \_\_\_\_\_ **Draft:** \_\_\_\_\_

**Type of Vessel:** (circle) **½ Cabin** **Cabin Cruiser** **Open or Dingy**  
**Yacht** **Other** \_\_\_\_\_

**Hull Construction:** (circle) **Wood** **Fibreglass** **Aluminium**  
**Other** \_\_\_\_\_

**Colour of Hull:** \_\_\_\_\_

**Propulsion:** (circle) **Outboard** **Inboard** **Sailing** **Rowing**  
**Combination** **Other** \_\_\_\_\_

<b>Fuel:</b> (circle)	<b>Diesel</b>	<b>Petrol</b>	<b>Capacity in Litres</b>	_____
<b>Radio Details:</b> (circle)	<b>HF</b>	<b>UHF</b>	<b>VHF</b>	<b>Marine 27 Meg</b>
	<b>Make</b>	_____	<b>Call Signs</b>	_____

**ITEM C: TERM OF PERMIT, FEE AND PAYMENT OF FEE**

**Term Commencing on the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_  
**and expiring on the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**for the fee\* of \$** \_\_\_\_\_ **payable in advance.**

*\* see Council's Fees and Charges Register for relative fees*

*Are you a member of an Affiliated Club or belong to:*

<i>Whyalla Marine Sports Association</i>	<b>YES</b>	<b>NO</b>
<i>Whyalla Air Sea Rescue Squadron</i>	<b>YES</b>	<b>NO</b>
<i>Other</i>	_____	

I/We acknowledge that I/We have read the rules and regulations (attached) of the City of Whyalla Marina Mooring Casual Hire Permit and hereby agree to comply with these requirements and law of all standard marine regulations.

Signed by the <b>VESSEL OWNER</b> on the	Signed on behalf of the <b>CITY OF WHYALLA</b> on the
_____ day of _____ 20 _____	_____ day of _____ 20 _____

.....  
Signature of Vessel Owner

.....  
Signature of Council Officer

.....  
Name of Vessel Owner (print)

.....  
Name of Council Officer (print)

.....  
Title of Council Officer (print)

## RULES AND REGULATIONS

In consideration of the fee hereto being paid by the User to the Council the Council hereby grants to the User a permit to use a berth for the sole purpose of mooring a vessel on the terms and conditions set out below.

1. The User uses the facilities and the Marina at the Users risk. The User is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death occurring in the Marina except to the extent that they are caused by the Council's negligence.
2. The Council makes no warranty or representation regarding the suitability of the Berth (structural or otherwise) or the Marina for the Permitted Use or any other purpose.
3. All vessels must be registered, identified, marked, equipped and maintained as required by law and safe practice with particular attention to fire fighting equipment.
4. A maximum speed limit of 4 knots or "no wake speed" (whichever is the lesser), is to be observed by all vessels within, departing from and approaching the entrance to the Marina and standard procedures including always keeping to the right, power give way to sail and both power and sail give way to towing vessels and vessels being towed, are to be observed.
5. The User may provide the Council with a set of main door/hatch keys to the vessel provided always that the User hereby acknowledges that the Council accepts no responsibility whatsoever for any loss or damage caused to the vessel as a result of the Council having such key in its possession or the granting of its use to third parties in circumstances where the Council is reasonably of the opinion that the key is required by a person authorised by the User.
6. Swimming, diving and fishing within the Marina is prohibited except for underwater maintenance and inspection.
7. Mooring lines must be of a high standard and capable of holding the vessel in all weather conditions. Vessels of all sizes must be secured with a fire chain.
8. Children under the age of 14 must be supervised at all times by the User or an adult authorised by the User.
9. The User must ensure that:
  - 9.1 They do not cause or allow to be caused any noise or other disturbance in or about the marina that interferes with the use and enjoyment thereof by any other person;
  - 9.2 the Vessel is kept in good order and condition and it is not allowed to become unsightly, dilapidated or dangerous;
  - 9.3 toilet refuse, oil, chemicals, spirits, inflammable liquids and bilge water are not discharged from the Vessel into the waters of the Marina;
  - 9.4 no open fires or barbecues are lit within the Marina other than in areas set aside for that purpose. Gas barbecues are permitted on vessels moored at berths within the Marina provided that the barbecues are operated only on the decks of the vessels;
  - 9.5 no garbage or refuse is deposited within the waters of the Marina or upon any walkway, pier or other structure within the Marina;

- 9.6 no laundry or other items or wearing apparel or of a personal nature are hung out to dry or air in public view on or about the Vessel or berth;
  - 9.7 the Vessel and area that the vessel is moored at are kept clear and clean at all times. Dinghies, bicycles, motor vehicles and other gear must not be stored or ridden at the berths;
  - 9.8 when entering and leaving the Marina vessels must be under power not sail;
  - 9.9 no petroleum or distillate fuel is to be carried onto pontoon berthing other than by the use of certified outboard steel petrol tanks or Army-type steel jerry can. Fuelling is permitted at the User's risk and must be completed in a safe and responsible manner;
  - 9.10 fenders are of a high standard as required by the Council;
  - 9.11 no advertisement for sale of the vessel is on or about the Vessel of anywhere within the Marina without the prior written consent of the Council which consent the Council shall be at liberty to refuse in its absolute and unlettered discretion without giving any reason therefore.
10. The User may only use at the Marina, equipment that is reasonably necessary for and normally used in connection with the use and will not bring into the Marina:
    - 10.1 any electrical, gas powered or other machinery or equipment which may pose a danger, risk or hazard;
    - 10.2 any chemicals or other dangerous substances which may pose a danger, risk or hazard; or
    - 10.3 Any heavy equipment or items which may damage the Marina.
  11. The User must not without the consent of the Council:
    - 11.1 effect major repairs, external painting works and fitting and refitting of the Vessel within the Marina except in areas specifically designated by the Council. This includes but is not limited to:
      - sanding or burning of hulls, topsides, cabins etc (except for light sanding);
      - painting or spraying of hulls, topsides, cabins etc (except for spot painting);
      - mast scraping or painting;
      - engine overhauls; and
      - welding or burning
    - 1.2 Employ any other person to carry out minor repairs on the Vessel (as determined by the Council) unless the User advises the Council and such person makes themselves known to the Council before going on board.
  12. Running rigging must be tied off to prevent slatting. Masts that tend to "howl" must have a halyard hoisted within the sail track should this be the reason for the howling. In the event that the User does not comply with this rule the Council may make the necessary alterations or additions required to reduce or stop the noise pollution at the User's cost.

### 13. Animals

- 13.1 The User must take full responsibility for any animals brought into the Marina and surrounding areas and must clean up after any animal.
- 13.2 The User must ensure that any dog brought into the Marina is at all times kept on a leash or under effective physical control and restraint.
- 13.3 Any dog brought into the Marina is permitted on the walkways for access only and must not be left upon, tied or tethered to any walkway, pier or other part of the Marina.
- 13.4 The User thereby indemnifies and agrees to keep indemnified the Council for any loss or damage injury or death howsoever caused by any animal brought on to the Marina or any surrounding areas by the user or any invitee or visitor of the user.
- 13.5 Shall at all times comply with all safety health and registration laws regulations and by-laws regarding the keeping of dogs and in particular the keeping of dogs on board a vessel.

### 14. Notice of Accident

- 14.1 The User must notify the Council of any accident or incident resulting in personal injury or property damage that involves the Vessel while the Vessel is within the Marina (including at the Berth) and any defect or want of repair in or about where the vessel is moored.
- 14.2 If the Council requires the User to do so, the User must promptly repair any damage caused or contributed to the Berth or the Marina by the act, omission, negligence or default of the User.