



www.hickling-parish-council.co.uk

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**WET BERTH AGREEMENT
2015-18**

1. IDENTITY

Your mooring is for one private boat to be registered in your name and must not be sub-let for hire or gain. Boat registration certificates will be asked for as proof of ownership and length of boat. In the event of a death of a berth holder, the mooring may be transferred to a partner, son or daughter living in the village.

2. PAYMENT

The berth holder shall pay to Hickling Parish Council the stated berth rental for the year by 30th April of each year. If payment is not received within 90 days, this will result in termination of your berth and removal of your boat, which will be auctioned to recover costs. If you terminate your agreement, a refund will be given subject to an administration fee (the remainder of the month you terminate your agreement, plus one month).

3. BROADS TOLL LICENCE

Boats must display a current licence.

4. MAINTENANCE

Hickling Parish Council and/or its contractors shall be given the right and freedom for grass cutting and maintenance of the Staithe.

5. BOAT CARE

All boats must be seaworthy, and the Parish Council reserves the right to request that dilapidated boats are removed from the site.

6. RESPONSIBILITY AND SAFETY

Hickling Parish Council accepts no responsibility for personal injuries, loss, damage or theft to any chattel on the Staithe. Your boat should be secured in its mooring so as not to cause damage to others. The owner must ensure that no inflammable liquids other than those in the engine are left on the boat or Staithe.

7. OUR AGREEMENT TO YOU

The Parish Council will inform you as soon as practicable of impending alterations, which may affect the use of your boat or the Staithe.

8. BERTHS

To enable maximum use of the Staithe for residents, the Parish Council reserves the right. If necessary, to ask a licensee to vacate to a different but suitable mooring. If you are unhappy in your present mooring, we will endeavour to find you a better mooring when one becomes available.

9. This agreement will last for three years and your berth rental charges will be limited to the RPI Index on the 1st October of the year preceding plus a maximum of 2%.

10. **Payment of your berth rental, assumes you have accepted these terms and conditions.**