

APPLICATION FOR ULVERSTONE WHARF MOORING BERTHING LICENCE

SECTION 1

Applicant Details:

Boat Owner/Master's Full Name.....

Applicant's Postal Address.....

.....

Phone Home..... Business..... Mobile.....

Email.....

SECTION 2

Vessel Details:

Mooring Number.....

Name of Vessel.....

Registration Number.....

Vessel Length (LOA).....

Beam.....

Draft.....

Weight.....

Emergency contact (if different from above).....

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SECTION 3

Public Liability Insurance:

A Certificate of Currency or copy of current Public Liability Insurance Policy in respect to the vessel **MUST** be attached to this application.

Certificate/Policy Number.....

Expiry Date...../...../..... Amount of Cover (Min. \$10m.).....

SECTION 4

Mooring Charges

Fees and Charges applicable from 1 July 2025 – 30 June 2026:

- Recreational boats (per 12m long berth) \$1200.00 per annum
- Recreational boats (per 12m long berth) \$74.00 per week, or part thereof

- Commercial boats (per 12m long berth) \$1500.00 per annum
- Commercial boats (per 12m long berth) \$120.00 per week, or part thereof

SECTION 5

Undertaking

I.....
(Name)

of.....
(Address)

Hereby make application to berth the vessel as specified and acknowledge having received and read the Terms and Conditions of Use (*attached*) and undertake to be bound by and comply with the Terms and Conditions of Use in every respect.

Dated this.....day of.....

For further information, please contact the Council's Community Development Team on (03) 6429 8900.

Administrative Office Use Only

Mooring Number.....

Public Liability received on (date)...../...../.....

Fee Paid \$.....

Receipt Number..... Date Paid...../...../.....

TERMS AND CONDITIONS OF USE ULVERSTONE WHARF BERTHING LICENCE

The Central Coast Council grants to the Licensee a non-exclusive right to berth the Vessel and use its facilities on the terms and conditions referred to in this licence.

INTERPRETATION

In this licence:

“Amenities” means, but is not limited to, facilities contained on the Property.

“Insurance” means Public Liability Insurance (minimum \$10m.).

“Licensee” means the owner or the person in control of the Vessel and if the context allows includes servants, agents, employees, and invitees of the Licensee.

“Property” means the Licensor’s berthing areas, adjoining land, wharves, piers, pontoons and car park and any other land and/or property ordinarily controlled by the Licensor.

“Vessel” means the craft described in this licence.

OBLIGATIONS OF LICENSEE

The Licensee agrees by completing this licence and/or using the Licensor’s property that:

- 1 If requested to do so, it will pay in advance the fees as detailed in the Schedule of Fees.
- 2 It will pay any fees, charges and interest it may accrue pursuant to this licence as detailed in the Schedule of Fees.
- 3 It warrants that it is the legal and beneficial owner of the Vessel or has ostensible authority to apply for this licence for and on behalf of the legal and beneficial owner of the Vessel.
- 4 It will indemnify and keep indemnified the Licensor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Licensor is or may become liable for in respect of loss, damage or injury to any person or property arising from its use of the Property pursuant to this licence and for any loss or damage suffered by the Licensor caused by any act, omission, neglect, breach or default by it or its employees, agents, contractors or invitees while subject to this Licence or using the Property.
- 5 It will be liable for any loss and/or damage caused to the Licensor by virtue of any negligence and/or breach of this Licence.
- 6 It will use the Property solely for the use and enjoyment of the Vessel.
- 7 It will not assign or sub-license this licence and that this Licence is exclusive to the Vessel.

- 8 No undue noise or disturbance will emanate from the Vessel while using the Property.
- 9 Vehicles are not permitted on the Ulverstone Wharf frontage, unless in an emergency or special circumstance, approved by the Licensor.
- 10 No major repairs of vessels to be undertaken at moorings, wharf or immediate retaining walls.
- 11 It will maintain proper and adequate insurance, including Public Liability Insurance, in respect of the Vessel, its fittings and contents and will provide the Licensor with an annual Certificate of Currency for Public Liability Insurance.
- 12 It will comply with the requirements of all statutes and regulations relating to the use and occupation of the Property and indemnify and keep indemnified the Licensor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Licensor will or may become liable in respect of or arising from any act, omission, neglect, breach or default by the Licensee, its employees, agents, contractors or invitees under this clause.
- 13 The Licensor is not liable for the protection of the Vessel or its fittings and contents and that the Licensor will not be liable for any loss or damage (including consequential loss or damage) however caused which may be suffered or incurred or which may arise directly or indirectly by or in respect of the Vessel or its fittings and contents.
- 14 The Licensor may terminate this licence without prior notice to the Licensee if the Licensee is in breach of any of the provisions of this licence or if there is an emergency which requires that the Property be vacated immediately.
- 15 Nothing in this licence will confer upon it any right as tenant of the Property or any part, nor create the relationship of landlord and tenant.
- 16 It will not, while subject to the terms of this licence, use the Vessel or the Property for overnight accommodation and/or reside at the Vessel without prior permission from the Licensor to do so.
- 17 It will promptly comply with any direction of the Licensor and will promptly notify the Licensor of any damage it may cause to the Property.
- 18 It will comply with all relevant Australian Standards including but not limited to the manner in which power is drawn from any power outlet to the Vessel.
- 19 The Vessel will be maintained in a tidy, safe and seaworthy condition.
- 20 It will at all times securely moor and fender the Vessel.

- 21 It is not entitled to:
- (a) Rubbish or obstruct the Property;
 - (b) Discharge any refuse of any kind into the waters adjacent to or surrounding the Property;
 - (c) Discharge any toilet refuse, oil, chemical, spirits, inflammable liquids or bilge water from any Vessel unless such waste or material is discharged into an approved pump-shore facility;
 - (d) Behave in the sole opinion of the Licensor in a disorderly, offensive or drunken manner.
- 22 This licence constitutes the whole agreement between the Licensor and the Licensee in relation to its subject matter and the Licensee warrants that it has not relied upon any statement, representation or warranty made by the Licensor or its servants or agents which is not expressed in this licence. This licence will be governed by and construed in accordance with the laws of the State of Tasmania and the parties to submit to the jurisdiction of the courts of Tasmania.

Please fill out the *Application for Ulverstone Wharf Berthing Licence* form and submit via:

Post to: Central Coast Council
PO Box 220
ULVERSTONE TAS 7315

Or email to: admin@centralcoast.tas.gov.au



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6983
6168
6168

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(Day Berth)

**Ulverstone
Wharf
Precinct**

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7603

7603
7604

7604
7638

6825

6882

6882

10375

6169

6169

7010

7010

Ulverstone Wharf Precinct Mooring Points

- Central Coast Council Mooring points
- Marine & Safety Tasmania Mooring Points (to use MAST mooring points contact 1300 135 513 or go to their website at www.mast.tas.gov.au)
- Centra Coast Council Day Berth

