



TEMPORARY LICENCE AGREEMENT

Commuter Wharf Tie-ups at Church Point Commuter Wharf

PARTIES

THIS AGREEMENT DATED: 1 March 2016

BETWEEN

PITTWATER COUNCIL as Reserve Trust Manager of Church Point Reserve of P.O. Box 882
Mona Vale NSW 1660 ("the Licensor") of the first part
("the Licensee") boat tie-up the second part

RECITALS

- A. The Licensor is the Reserve Trust Manager of Church Point Commuter Wharf part of Church Point Reserve Trust - ("the Wharf").
- B. The Licensor has entered into an agreement with the Licensee to permit the allocation of a commuter vessel tie up at Church Point Commuter Wharf Reserve for a period of no longer than twelve (12) months.
- C. The Licensor has overall management of the Wharf and the issuing of all Temporary Licence Agreements, applications for waiting list and allocations.

IT IS AGREED

DEFINITIONS

"Label" means the label issued by the Licensor upon the payment of the specified licence fee on the entering into of this Licence.

"Licence" means this Temporary Licence Agreement, including the attachments and any annexures, plans or documents incorporated by reference.

"Licensee" means the vessel owner.

"Licensor" means Pittwater Council as the Reserve Trust Managers of the "Church Point (R1012331) Reserve Trust".

"Term" means the twelve (12) month period commencing on the date specified in this Licence and expiring on the date specified in this Licence.

"Wharf" means the Church Point Commuter Wharf - Church Point Reserve

1.0 THE LICENCE

- 1.1 The Licensor grants to the Licensee a Licence to tie-up a vessel at Church Point Commuter Wharf for a period no longer than 12 months but renewable subject to licence conditions commencing on 1 March 2016 and expiring on 28 February 2017 ("the Term").
- 1.2 The licensor shall notify the licensee no less than one (1) month prior to the expiration of the license agreement, with the option of renewal for an additional term of 12 months subject to the conditions contained herein, and subject to the performance of the Licensee during the currency of the Licence.
- 1.3 The Licence will be in the name of one person or company name.
- 1.4 The Licensee acknowledges that the relationship between the Licensor and the Licensee is that of a temporary licence and is subject to the condition that the relationship of a landlord and tenant is not created between the parties.
- 1.5 The Licensee cannot "on-sell" or transfer to another person this licence agreement under any circumstances. Under this Licence without the prior approval of the Licensor, the Licensee shall not assign its rights under this Licence.

2.0 LICENCE FEES

- 2.1 The Licensee will pay the Licensor an annual Licence fee in advance. The annual Licence fee is per Council's Delivery Plan as amended from time to time. If fees that are not paid when they fall due, the Licensor may cancel the Licence.
- 2.2 The Licensor will issue a label to the Licensee (upon receipt of payment of fee, signed licence agreement and other documents as outlined in section 4.0,5.0 & 6.0 of the agreement) which must be affixed to vessel and be clearly visible at all times for the Licence to be valid.
- 2.3 If a current label is not displayed and clearly visible from the outside of the vessel, the Licensor may cancel the Licence.
- 2.4 Monies raised from the tie up fees will be held by the Licensor and with allowance for administration costs will be applied to the improvements and maintenance of the Wharf.

3.0 MANAGEMENT OF LICENCES

- 3.1 The Licensor will have overall management of the Wharf and the Licences
- 3.2 The allocation of tie up berths and control of a waiting list for the berths will be determined by the Licensor

4.0 LICENSEES RESPONSIBILITIES

- 4.1 The responsibility for care of all or any of the commuter vessels in response to security, storm warnings or adverse sea conditions shall rest solely with the owners of the commuter vessels. The Licensor will not accept any responsibility for any damage caused to commuter or visiting vessel tied to, or in the vicinity of the Wharf due to weather conditions or un-seaman like handling of vessels.

5.0 INDEMNITY

- 5.1 The Licensee shall indemnify the Licensor against all actions, suits, claims, debts, obligations and other liabilities which may be made against the Licensor by any person for damage to property or injury to a person caused or contributed to by the Licensee.
- 5.2 The Licensor shall not be liable for any damage or loss the Licensee may suffer by the act, default or neglect of any other person or by reason of the Licensor or any employee, agent, contractor or worker of Licensor neglecting to do something on or to the Wharf
- 5.3 The Licensee shall indemnify the Licensor from and against all and any damage or loss occasioned by the default or failure by the licensee to observe any condition of this Licence.

6.0 CONDITIONS

- 6.1 The Licensor reserves the right to alter any conditions in place at the Wharf, any time during the Term.
- 6.2 If the Licensor reasonably believes that the mooring has become unsafe then the vessel may be moved to a safer place at any time by an agent or employee of the Licensor without the knowledge or consent of the vessel owner, and at the vessel owners cost. However, the Licensor is under no obligation to move any vessel.
- 6.3 The Licensee will not erect or place any advertising or signage on the Wharf and not leave or store any goods or equipment used pursuant to this Licence on the Wharf without the prior written consent of the Licensor.
- 6.4 The Licensee has the right to moor its vessel in a designated position only and shall not obstruct access to the Wharf in any way.
- 6.5 The method of tie-up to the Wharf by any commuter vessel shall be at the discretion and approval of the Licensor.
- 6.6 Vessels may only be moored in designated areas.
- 6.7 The Licensee will give the Licensor prompt notice of any damage, defect or deterioration affecting the Wharf.
- 6.8 The Licensee agrees to comply strictly with the directions of the Licensor and its employees at all times.
- 6.9 The length of a boat must not exceed 5.5m.
- 6.10 Boats must be tied up to the wharf. They cannot be tied to other boats or double/triple stacked. When Tethering your boat the lead must be no longer than 1.5m.

7.0 TERMINATION OF THE LICENCE

- 7.1 The Licensor reserves the right to terminate this Licence without notice if in its sole opinion after having considered that the Licensee has failed to comply with the Licensor’s reasonable directions or breached a condition of this Licence or failed to meet or maintain reasonable safety standards.
- 7.2 The Licensor shall give twenty-four (24) hours written notice to the Licensee to rectify breaches of a condition or a failure to comply with a reasonable direction made by the Licensor. Repeated breaches may result in termination of the Licence.

THE LICENCE AGREEMENT IS HEREBY

approved by the General Manager
of Pittwater Council under delegated authority

.....
General Manager

Date.....

SIGNED by the Licensee said
in the presence of:

.....
The Licensee (print name)

.....
SIGNED

date.....

.....
Witness

Date.....