

WicorMarine Yacht Haven
Licence for Residential Usage

GENERAL INFORMATION

The following points are for information only and do not form part of the terms of this Licence or the mooring Agreement.

WicorMarine Ltd (“the Company”) is the leasehold owner of the land and seabed comprising the Marina as granted by the Crown Estate. The Company have been granted a licence by the King's Harbour Master to lay and maintain moorings within the leased land and on the seabed.

Moorings are licensed on a non-exclusive annual basis and are not residential moorings. Residential occupation of a vessel within the Marina is not permitted unless a Licence for Residential Usage has been granted by the Company.

Due to the non-exclusive nature of occupation of moorings, owners who permanently reside on their vessels are not directly liable for Council Tax, however, the Company pays Council Tax to the local authority and this is reflected in the mooring fees.

Vessels which are not adapted for use for recreation or pleasure and which are of a gross tonnage of not less than 15 tons and used for residential purposes are eligible for zero-rate VAT invoicing. Mooring Fees are charged ex VAT - please inform the office if your vessel does not meet these criteria.

We do not currently operate a pump out facility for black water waste.

This Licence is granted to _____ (“the Owner”) by _____ (“the Company”) and will take effect from _____ (“the Effective Date”).

The following named persons are permitted to reside on the Vessel with the Owner under the terms of this Licence:

1. _____
2. _____
3. _____
4. _____

Special Terms: (if Applicable)	
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Signature of this Licence by the Company and the Owner creates a legally binding contract for Residential Usage of the Berth subject to the terms of the WicorMarine Yacht Haven Mooring and Storage Ashore Agreement Standard Terms and Conditions (“the Standard Conditions”) and the WicorMarine Yacht Haven Licence for Residential Usage Terms and Conditions (“the Licence Conditions”) which the Owner acknowledges they have read and understood and which form and integral part of this Licence.

Signed by the Owner

Print Name: _____

Signed: _____

Date: _____

Signed for and on behalf of the Company

Print Name: _____

Signed: _____

Date: _____

DEFINITIONS

COMPANY shall mean WicorMarine Ltd or any of its agents to whom the application for a mooring or storage ashore is made which may be one or more of its associated companies, concessionaires, tenants and assignees for the operation of the Marina.

EVENTS OUTSIDE OUR CONTROL means any act or event beyond the Company's reasonable control, including without limitation strikes, lock-outs or other industrial actions by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, fire, explosion, storm or severe weather conditions, tides, flood, earthquake, subsidence, epidemic or other natural disaster, interruption of electric supply, or failure of public or private telecommunications network.

LICENCE shall mean the Licence for Residential Usage signed by the parties.

M.S.A means the WicorMarine Yacht Haven Mooring and Storage Ashore Agreement and all of the Conditions and the Regulations which form part of that agreement.

MARINA means all the land and adjacent water owned or controlled by the Company including but not limited to slipways, pontoons, jetties, quays, boatyard, car park, roadways, footpaths, swinging moorings, offices, units and other premises.

MOORING means the space or water or land from time to time allocated to the Owner by the Company for the Vessel during the term of the M.S.A.

MOORING FEE means the charge shown on the M.S.A.

REGULATIONS mean those regulations made by the Company as the same may be amended from time in accordance with Clause 17 of the M.S.A, which the Company in its absolute discretion, considers necessary to enable the Company or those using the Marina to comply with applicable legal requirements or for the safety or safe and efficient operation of the Marina.

TENDERS means dinghies, rafts or any other vessel other than the Vessel.

VESSEL means the vessel which is named in the M.S.A

WE means the Company.

YOU/YOUR means the Owner, skipper or person in charge of the Vessel.

SCHEDULE 1 - TERMS OF THIS LICENCE

1. CONFLICTING PROVISIONS

1.1. This Licence is granted under and subject to all of the terms of the WicorMarine Yacht Haven Mooring and Storage Ashore Agreement (*"the M.S.A"*) hereby incorporated into this Licence. In the event of any conflict between the provisions of this Licence and the provisions of the M.S.A, the provisions of this Licence shall govern.

2. PROVISION OF A MOORING

2.1. A Mooring will be provided and suitable fixing points for all mooring lines. With reference to and in addition to Clause 12.3 of the M.S.A, the Owner is responsible for providing chains, compensators (e.g. tyres), warps and fenders and the Owner expressly undertakes and agrees to ensure that all mooring tackle is regularly checked and adequate taking into account potential adverse weather conditions and the maximum rise and fall of the tide.

3. CONCURRENT LICENSE & RIGHT TO RENEW

3.1. This Licence is intended to run concurrent to the licence period specified in the M.S.A entered into by the Company and the Owner.

3.2. The Licence will not automatically renew at the end of the License period or on renewal of the M.S.A. A new License application must be submitted.

4. PERSONAL NATURE OF THIS LICENCE

4.1. This Licence is personal to the Owner and relates to the Vessel described in the M.S.A. It may not be transferred or assigned to a new Owner or to a different Vessel, either temporarily or permanently, without the express written consent of the Company.

4.2. Only the persons approved and detailed on this License are permitted to reside permanently on the Vessel under the terms of this Licence.

4.3. The Mooring Fee is agreed between the Company and the Owner on an individual basis and is strictly confidential.

5. DEPOSIT

5.1. A deposit equal to 3 months pro-rata of the Mooring Fee will be payable to the Company upon issue of this Licence for all NEW applicants (i.e. not in the case of applications to renew an existing license). This deposit will be returned in full when the Vessel is sold or vacates the Mooring, subject to all sums owing to the Company under both this Licence and the M.S.A having been paid, including Mooring Fees, commissions and other charges for services.

5.2. In the event that this Licence or the M.S.A are terminated by the Owner without three months' written notice, You will forfeit the deposit.

5.3. In accordance with Clause 4.6 of the M.S.A, you will be liable for any loss suffered by the Company and the Company reserves the right to withhold your deposit in lieu of payment to make good our loss.

6. INSURANCE

6.1. You shall be obliged to maintain adequate insurance including third-party liability cover and cover against wreck removal and salvage. You will be required to produce evidence of such insurance to the Company.

7. ALTERNATIVE ADDRESS

- 7.1. The Owner must supply to the Company in writing, details of an alternative correspondence address which is different to the address of the Marina to which we can send any notice or details of any matter arising out of this License and the berthing M.S.A.

8. ACCESS

- 8.1. Access to and from the Mooring to the Vessel (i.e. access to board the Vessel from the jetty) is entirely the responsibility of the Owner.
- 8.2. No modifications to enable access should be installed without the prior written consent of the Company pursuant to Clause 11.3 of the M.S.A. Permission will not be unreasonably withheld subject to the following conditions:-
 1. Under no circumstances must any means of access restrict or encumber any pontoons or jetties or walkways; and
 2. Structures or modifications must not permanently restrict access to common parts of the Marina.
 3. Permission may be withheld if necessary to protect the interests of other users of the Marina or for the safe and efficient operation of the Marina.
- 8.8. In the event the Company must re-allocate a Mooring, the Company cannot accept liability for any cost incurred by the Owner relating to any modifications to enable access.

9. PROVISION OF SERVICE

- 9.1. You will be allocated a 16amp metered electricity supply. Units consumed will be charged periodically at the prevailing rate.
- 9.2. Water is provided subject to fair and reasonable usage. The Company reserves the right to install a water meter if consumption is deemed to be excessive.
 - 9.2.1. Connections to the mains water will be supplied with an external shut-off valve. All plumbing between the valve and vessel are to be supplied and installed at the Owner's cost and it is the Owner's responsibility to ensure the proper maintenance and upkeep of this plumbing.
- 9.3. Whilst the Company endeavours to provide a reliable and constant source of electricity and water, We cannot be held liable for any interruption or loss or damage to these services caused by Events Outside of Our Control (such as severe weather conditions).
- 9.4. The shower and toilet block are for use by customers who do not permanently reside on their vessel in the Marina. If You require the use of these facilities, permission should be sought from the Company. The Company reserves the right to charge a reasonable fee for regular use of these facilities.

Advisory note: Owners are advised to have backup power in case of an electricity outage and water storage tanks in the event of a freeze.

10. WASTE WATER

- 10.1. Any waste water outlet pipes from the Vessel must be installed so that the point of egress is at least as low as the waterline of the Vessel and must be pointed downwards.

11. POST AND DELIVERIES

- 11.1. Owners will be allocated a pigeonhole in the marina office. Post may be collected during regular office hours.
- 11.2. Small and medium parcels will be accepted by the marina office staff and will be kept with the mail but must be collected within 3 days of delivery.
- 11.3. Large parcels and deliveries requiring additional manual handling must be arranged in advance and a Named Person from the Vessel must be on hand to accept the delivery and sign for it. Should a forklift be required to offload a delivery, there will be a charge for this at the current rate detailed in the Price List.
- 11.4. The Company is not able to sign for large parcels or deliveries, nor is the Company able to store any large deliveries.
- 11.5. The Company cannot accept liability for breakages, missing, or undelivered items.

12. VESSEL MOVEMENTS

- 12.1. In the interests of safety, Vessel movements within the Marina are to be carried out by a competent skipper who has thorough experience of piloting similar vessels in local waters.
- 12.2. The Owner must notify the Company prior to any Vessel movements.

13. PETS

- 13.1. You are not permitted to keep cats onboard.
- 13.2. You agree not to keep any dogs or other small domestic animals/ birds onboard without the prior written consent of the Company, which will not be unreasonably withheld.
- 13.3. Any dogs entering the Marina are to be kept on a leash at all times within the Marina and must be under the control of the Owner at all times.
- 13.4. No animal shall cause a nuisance or annoyance (such as in the form of noise or fouling) to any other users of the Marina, or to any person residing in the vicinity. Excessive barking will be deemed a nuisance pursuant to Clause 19.5 of the M.S.A. Where an animal has been reported to us for causing a nuisance on more than 3 separate occasions, we reserve the right to revoke permission for them to live onboard a vessel and they must be re-homed within 30 days.
- 13.5. All pets must be detailed on the application for a Licence for Residential Usage.

14. PARKING

- 14.1. Each Vessel is permitted a maximum of one vehicle in the Marina.
- 14.2. Additional vehicles may be parked in the Marina with the written permission of the Company. The Company reserves the right to charge for additional vehicles and only one vehicle is permitted in the Marina at any one time.
- 14.3. Parking spaces are not allocated and availability of parking is on a first-come, first-serve basis. You must not park in a manner that blocks access to any vehicle, plant or machinery, building, walkway, road or slipway.

- 14.4. All visitors must display a parking permit. Parking permits for short-term visitors can be obtained pursuant to Clause 16.2 of the M.S.A.
- 14.5. In the event that You expect a large number of visitors, for example if You are hosting a party, You must inform the Company in advance and provide the total number of vehicles expected. Visitors must park as directed by the Company.
- 14.6. The Company will require a spare key to any vehicle left in the Marina.
- 14.7. Any vehicle parked at the Marina must be in a road-worthy condition, fully taxed and insured.

15. WORK ON THE VESSEL

- 15.1. With reference and in addition to Clause 18 of the M.S.A, major refits are not permitted while the Vessel is in the Marina.

16. TENDERS & OTHER VESSELS

- 16.1. You must not allow any vessel other than the Vessel named in the M.S.A to occupy the Mooring or any other part of the Marina, whether temporarily or permanently.
- 16.2. Storage for tenders is not included. Tenders may be stowed aboard the Vessel, or, with the permission of the Company in an area designated by the Company for tender storage subject to a charge and Clause 15 of the M.S.A.

17. SALE OF VESSEL

- 17.1. Owners are permitted to arrange a private sale or brokerage of the Vessel but must notify the Company in writing of their intention to do so.
- 17.2. In the event of a private sale, the Owner shall be present at all times during which the Vessel is viewed.
- 17.3. This License and the M.S.A are not transferable. It is the Owner's responsibility to advise any potential buyer of the non-exclusive and non-residential nature of moorings at the Marina and the requirement to apply for a Mooring and obtain a Licence for Residential Usage. The Company reserves the right to refuse an application at its sole discretion.
- 17.4. Any potential buyer shall be directed by the Owner to the marina office to obtain a quote for Berthing Fees as the charges set out in Your M.S.A may differ.
- 17.5. Prior to the sale completing, the potential buyer must apply for the Mooring and be approved if they wish to keep the Vessel at the Marina. Should the buyer wish to take the vessel to an alternative Marina, this intention needs to be stated in writing.
- 17.6. If You sell the Vessel, You must notify the Company in accordance with Clause 6.2. of the M.S.A. 1% of the sale price plus VAT is payable to the Company for any vessel sold whilst moored at the Marina.

18. VARIATION OF LICENCE

- 18.1. If Your circumstances change with regard to parking requirements or co-habitants You must notify the Company in writing and will be required to submit a new application for a License for Residential Usage to the Company immediately. Failure to do so will be considered a breach of the terms of this Licence and grounds for termination. A new License will not be unreasonably withheld except where Your circumstances vary considerably and would have

affected the Company's decision to accept Your original application.

19. TERMINATION

- 19.1. In the event that the M.S.A is terminated by the Company, notice will also be deemed to be served to terminate this Licence.
- 19.2. Either party may give 3 months written notice to terminate the M.S.A and this Licence.
- 19.3. The Company shall have the right (without prejudice to any other rights in respect of breaches of the terms of the M.S.A or this Licence by the Owner) to terminate the M.S.A and this Licence in the following manner in the event of any breach by the Owner of the M.S.A and this Licence;
- 19.3.1. Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company and/or of the Company's customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time specified by the Company. Where the breach is repeated or serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property, the time specified for remedy may be immediate or extremely short. If the Owner fails to effect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him to remove the Vessel from the Marina immediately.
- 19.3.2. Without affecting any other right or remedy the Company will be entitled to end the M.S.A and this Licence immediately if:-
- 19.3.2.1. You have a bankruptcy petition presented or die;
- 19.3.2.2. You are dissolved (if You are a partnership)
- 19.3.2.3. You provide us with details which You know to be false when applying for a Mooring or Licence for Residential Usage and the false declaration would have reasonably affected the Company's decision to offer You a Mooring or Licence.
- 19.4. If Your personal circumstances change significantly and your ability to continue paying Your Mooring Fee is affected, the validity of this Licence will be affected and the Company may terminate this Licence and the M.S.A under Clauses 3 and 8 of the M.S.A.

SCHEDULE 2 - KEY CLAUSES OF YOUR MOORING AND STORAGE ASHORE AGREEMENT

Without prejudice to the terms of the M.S.A in their entirety, the Company draws your specific attention to the following clauses contained within the M.S.A:

- Not to allow any vessel to occupy the berth and not to sub-let the berth (Clause 2.3).
- Keep the berth in a tidy condition (Clause 11.1).
- Not to offer the vessel for rental, hire or charter (Clause 13.2).
- Keep the vessel in structurally sound and seaworthy condition (Clause 11.2).
- Not to make any addition, improvement or alteration to the berth (Clause 11.3).
- Ensure the vessel is properly and safely secured with the necessary warps and fenders (Clause 12.3).
- Not to erect any washing line or display washing on the exterior of the vessel (19.6).

Your attention is also drawn to the Regulations, which form part of Your M.S.A.