

Standard Permit Conditions

1.0 Permits to Occupy

- 1.1. This Permit to Occupy a marina berth or secure parking space at the Weinam Creek Commuter Facility is issued pursuant **Redland City Council Local Law No.1 (Administration) 2015**. The permit is granted subject to compliance with these standard permit conditions.
- 1.2 For the purpose of these conditions the following definitions apply:
 - 1.2.1 The “Permit Holder” is the person (or persons) nominated on the Weinam Creek Facility Marina Permit Application form.
 - 1.2.2 The “Weinam Creek Commuter Facility” includes the Marina Berthing Area, the Navigational Channel, the fairway to the jetties and the associated secure parking compounds and their surrounds.
 - 1.2.3 Mooring means the tie up point as defined on site by number and identified on the marine chart.
 - 1.2.4 “Council” means the Redland City Council
 - 1.2.5 “Car Compound” means the secure areas within the Weinam Creek Commuter Facility that are designated for car parking.
 - 1.2.6 “Marina” means the area within the Weinam Creek Commuter Facility designated for the mooring of vessels.
- 1.3 The Permit Holder shall at all times observe and obey all statutes, laws and regulations, and will comply with any directions from Council.
- 1.4 The Permit Holder will be issued with annual permits for all registered vessels and vehicles. The permit must be clearly displayed on the vessel and vehicle permit must be affixed to the windscreen on the passenger side.
- 1.5 Expired permit stickers must be removed.
- 1.6 A permit to occupy a permanent single and double marina berths only shall include a casual car space in the car compound. Vehicle details must be registered with Council to receive access to the car compound. Only vehicles registered with Council are authorised to access the car compound. Any unauthorised vehicles in the car compound may result in an infringement being issued. Casual marina parking spaces are identified with yellow hatched line marking (overflow spaces 1-5). Car spaces are subject to availability. Shared and 48HR mooring tenants are not entitled to use the car compound.
- 1.7 Up to three vehicles may be permitted under one permit; only one vehicle is allowed in the car compound at one time. Permit holders **must** advise Council of any changes in details of the permitted vehicles or vessels.
- 1.8 **The Permit to Occupy is NOT transferable.** The permit holder is the registered tenant of the marina berth and therefore is responsible for any outstanding fees, changes to vessel/vehicle details or account details. The permit holder shall not transfer or assign this permit to any other person.
- 1.9 Permit holders will be issued with all necessary keys to enable access to the facility.
- 1.10 Permits are subject to the payment of a quarterly fee in accordance with Clause 2 of these conditions.
- 1.11 Permitted vessel/vehicles shall not be used for the purpose of living quarters or the operation of a business while such vehicles are within the Weinam Creek facility.
- 1.12 Major repairs and/or servicing of a vessel/vehicle is not permitted within the facility without the written consent of Council. The permit holder of the permit is required to notify Council of any emergency repairs required to be carried out.
- 1.13 Storage of items other than the permitted vessel/vehicle is strictly prohibited within the facility, for the avoidance of doubt this includes trailers of any kind.

Permits to Occupy Cont.

- 1.14 Permit holders must ensure that all access gates to the car compound are LOCKED AT ALL TIMES.
- 1.15 The maximum length of a vehicle that can be parked in the car compound is 5.5 metres.
- 1.16 Council may direct a permit holder or other person in control of a vessel/vehicle to remove vessel or vehicle for any reasonable operational or safety reason.
- 1.17 Failure to remove the vessel/ vehicle when instructed may result in Council removing the vessel/vehicle without notification to the holder of the vehicle. The Permit Holder will then be responsible for all costs associated with the removal of the vessel/vehicle and its storage. The permit indemnifies Council against any claims whatsoever in respect of loss, damage, accident or injury of any nature which may arise in connection with such removal and its storage elsewhere.
- 1.18 The installation of any structure within the car compound including but not limited to carports, shade sails and awnings, is prohibited. The installation of such a structure will be a breach of these conditions and may result in an infringement notice being issued, and/or a Compliance Notice directing permit holder to remove the structure immediately. Should the permit holder fail to remove the structure within a reasonable time, Council may, without further notification to the permit holder, remove the structure. The permit holder shall be responsible for all costs and liabilities associated with the removal of the structure. The permit holder shall indemnify Council against any losses whatsoever in respect of loss, damage, accident or injury of any nature which may arise in connection with the removal of the structure.
- 1.19 Permit Holders may be granted a Shared Mooring Permit. Such Permit Holders must abide by the following conditions: Shared Mooring Permit Holders (excluding 48HR Permits) are only to moor in the moorings identified by a BLUE ‘Shared Mooring’ sign. Seven (7) shared berths will be made available. Vessels that are moored outside their allocated permit will be deemed as an illegal mooring and the Permit Holder may receive an Infringement Notice. Access to Shared Mooring Berths is subject to availability:
 - The “Full Week Shared Berth Permit” entitles the Permit Holder to moor in any of the allocated berths 7 days a week. The vessel must vacate the marina each night for a minimum of eight (8) hours. No overnight mooring permitted.
 - The “Work Week Shared Berth Permit” entitles the Permit Holder to moor in any of the allocated berths, between Monday and Friday. The vessel must vacate the marina each night for a minimum of eight (8) hours. No overnight mooring permitted.
 - The “Weekend Shared Berth Permit” entitles the Permit Holder to moor in any allocated berth, Saturday and Sunday. The vessel must vacate the marina each night for a minimum of eight (8) hours. No overnight mooring permitted
 - The “48HR Shared Berth Permit” entitles the holder to moor in the moorings as identified by the ORANGE “48 Hour Mooring” sign for a maximum period of forty-eight (48) consecutive hours. The holder of this permit must ensure the vessel vacates the Marina for a minimum period of forty-eight (48) hours after each stay.

2.0 Fees and Charges

- 2.1 Council will set all applicable fees, deposits, security bonds and charges in respect of the marina. The fees and charges will be published in Council’s schedule of fees document.
- 2.2 The Permit Holder will pay all fees, charges, deposits and security bonds payable by the specified due date.

Further Information

- 2.3 Upon making application the initial payment period will be to the end of the current quarter and the fees will be adjusted on a pro-rata basis, thereafter fees will be invoiced for payment in advance for the next quarter.
- 2.4 The following refundable security bonds are payable by all permit holders:
 - 2.4.1 Security bond for Marina berth;
 - 2.4.2 Security key bond
- 2.5 Failure to pay on the due date may result in access to the marina being denied until the outstanding fees are brought up to date. Should payment remain outstanding a termination notice may be issued and failure to pay by the due date of the termination notice will result in the Permit to Occupy being revoked.
- 2.6 All faulty and damaged security keys must be returned to Council. Faulty security keys will be replaced at no charge. Replacement security keys will be issued at Council's Customer Service Counters at Cleveland and Victoria Point to the permit holder ONLY. Photo ID is required. There will be no refund of bond monies for any lost, stolen or damaged security keys.

3.0 Termination of Permit

- 3.1 Failure to observe and comply with any of the conditions contained herein shall entitle the Council to terminate the permit without due notice or compensation.
- 3.2 This permit can be terminated by either party in writing. Council will refund any fees paid in advance on a pro rata basis. If applicable, Council will refund deposits taken and/or security bonds collected. Security keys that are not returned, Council will retain the bond monies paid. Council reserves the right to apply any bond monies to outstanding fees owed by the permit holder at the date of termination.
- 3.3 In the event of termination of the permit, the permit holder must remove their vessel from the marina. If the vessel is not removed within 2 days after termination Council may, without notification to the permit holder, remove the vessel. The permit holder shall be responsible for all costs and liabilities associated with the removal of the vessel. The permit holder shall indemnify Council against any claims whatsoever in respect of loss, damage, accident or injury of any nature in connection with the removal and storage. The terms and conditions of this permit will remain enforceable upon the permit holder after the expiry date until such time as all defaults are remedied and the vessel is removed from the marina. If default occurs, then bond monies may be used to cover any outstanding fees. If bond amounts are insufficient Council may recover the outstanding monies from the permit holder as a liquidated debt.
- 3.4 Any notice given by Council shall be considered sufficiently executed if it is signed by the CEO or other delegated officer. Any such notices shall be considered served on the permit holder if left at or posted to the address given on application for allocated parking form.
- 3.5 On receipt of a written notice of intention to vacate and/or cancel a permit to occupy, Council will process the cancellation to include the;
 - 3.5.1 collection of all security keys in good working order
 - 3.5.2 collection of any unpaid fees, and / or
 - 3.5.3 refund any monies owed.

4.0 Registration, Insurance, Risk Liability and Indemnity

- 4.1 All vessels powered by an engine capacity of 4 hp or 2.984 kw or more, and all motor vehicles must be registered. The specified vessel and vehicle must be clearly marked with name and/or registration number. Vessel registration details must be clearly visible from the mooring pen access walkway.

- 4.2 Council requires documentary evidence of all certificates i.e. registration and insurance of vessel, protection and indemnity insurance of vessel with the coverage to be a minimum of \$20M prior to the issue of a permit.
- 4.3 The use of the car compound is done so at the permit holder's own risk. Council is not liable for any damage of any nature to a permit holders' vehicles or goods therein. Any vandalism, loss or theft of permit holders vehicle and goods should be reported directly to Police Link 131 444.
- 4.4 The permit holder shall indemnify the Council, the Chief Executive Officer and any Council Officer or person acting on behalf of the Council against all claims, actions, suits, liabilities, losses, damages to property or persons and expenses of every nature and character that arise or result directly or indirectly from or relate to any act by the holder or omission of the Council, its servants, agents, invitees or by any persons or things entering the Weinam Creek Commuter Facility lawfully or unlawfully and its surrounds during currency of the permit or any extension thereof.

5.0 Environmental Safety

- 5.1 Any activity, which is reasonably likely to cause environmental harm, is strictly prohibited within the Weinam Creek Commuter Facility.
- 5.2 All storage, handling decanting or re-fuelling of vessels shall be in accordance with the Dangerous Goods Safety Management Regulation 2001 and with any other relevant laws or policies.
- 5.3 Prohibited activities includes, but is not limited to;
 - 5.3.1 abrasive blasting, spray painting or hull cleaning;
 - 5.3.2 the carrying out of major boat repairs at the jetty or in the mooring pen;
 - 5.3.3 the dumping of bilge water from vessels if contaminated with fuel, oil, food scraps, detergents, or other material;
 - 5.3.4 the use of ablation facilities on vessels in the Marina, unless the vessel is fitted with a holding tank;
 - 5.3.5 the maintenance or cleaning of vehicles or vessels where contaminants are likely to be released into the water, roadside gutters or stormwater system.
- 5.4 Any spillage of waste contaminants or other materials, including but not limited to oil, fuel, suspended solids, detergents and litter, must be cleaned up as quickly as is practicable.
- 5.5 All environmental harmful contaminant spills must be reported immediately to Council for remedial action.

6.0 Mooring Berth Safety

- 6.1 Advice on the appropriateness of your vessel size for the Marina should be obtained from the Council prior to making application for a permit.
- 6.2 The vessel shall be moored in such a way as to allow safe and free movement with the rise and fall of the tide. All vessels shall be sufficiently attached by the bow and stern by appropriate mooring lines to the side mooring cleats/rings, i.e. onto the buoyancy drum and marine pile floating collar to ensure that the vessel is safely secured at all times.
- 6.3 A person must not anchor or moor in the fairway to the jetties or in the navigational channel.
- 6.4 All vessels are not to navigate carelessly, negligently or recklessly in the Weinam Creek Commuter Facility.

7.0 Council Authority - Enforcement Officers

- 7.1 The Authority of the Council, the Chief Executive Officer and the authorised Enforcement Officers duly appointed by Council, shall be recognised at all times. Directions and/or instructions issued by authorised Enforcement Officers must be observed and complied with at all times. Failure to comply with any of these conditions may result in an infringement notice being issued or the permit terminated.

CSCI007 – 5/3/2020