

BRISBANE CITY COUNCIL

CASUAL MOORING PERMIT - Breakfast Creek Moorings

Mooring No.....

Occupier.....

VesselName.....

Telephone (Mobile) (Other).....

Email address.....

Postal Address.....

Emergency Contact & Telephone.....

Boat Drivers Licence No.....

Arrival / Commencement Date.....

Mooring Fees

\$161.15 per month excluding GST*

Dinghy storage is available for an additional \$7.27 per month excluding GST*

Paid monthly in advance.

*Subject to change without notice

All correspondence to Council must be addressed to:

Manager, Property Services, Level 16, 266 George Street, Brisbane OLD 4000.

Required Information

Sighted by BCC Officer/ Name _____

Photo ID.

Details of a current Recreational Ship Masters Licence or the qualifications of the master or person responsible for the Vessel.

Copy of Vessel's Certificate of Registration/Ownership papers. (If Vessel does not need registering, please provide proof of Ownership.)

Copy of Public Liability Insurance Certificate dated in the month of application with a minimum cover of \$10m per claim.



Permit Conditions

1. The Permit is granted on a month-to-month basis and may be terminated by either party giving one months' notice.
2. The Permit may not be transferred to another party and the Mooring may not be sublet.
3. The Permit is for the exclusive use of the Occupier. The Occupier must notify BCC in writing of any change to the Occupier's address or contact telephone number or change of Vessel(s) registration or insurance details within 48 hours of the change.
4. Only the named Vessel is authorised to be moored at the mooring.
5. The Occupier agrees to moor the Vessel with the bow orientated upstream.
6. The Occupier must not allow any other Vessels to "raft up" alongside the Vessel.
7. The registration number of and the current registration label of the Vessel are to be clearly displayed on the Vessel at all times.
8. The Occupier must ensure that the Vessel is maintained in a safe condition at all times, and that it does not adversely affect the safety or well-being of any other user of the Moorings, any other Vessel, or any other property.
9. The Occupier must not allow any activity or thing on or near the mooring which may be illegal, or a nuisance, disturbance or annoyance to any person.
10. The Occupier uses the Mooring at its own risk. The Occupier acknowledges that the mooring facility is not warranted to be safe in heavy, cyclonic, flood, tidal surge or other abnormal weather conditions. BCC gives no warranty expressed or implied as to the adequacy or safety of the mooring.
11. No waste or sewerage is under any circumstances to be disposed of overboard or within Breakfast Creek, the Brisbane River or within the Moorings.
12. The Occupier must give BCC written notice of any damage within 48 hours of the damage occurring. "Any damage" includes damage to the mooring or to any other person, Vessels or property located in the Moorings caused or contributed to by the Occupier, the Occupier's Vessel, or any agent or invitee of the Occupier.
13. The Occupier must have a Liability insurance policy with a minimum cover of \$10 million per claim.
14. The Occupier agrees to continually indemnify BCC, its officers and employees against any loss, cost, expense, damage and liability of any kind (including consequential damages), to the maximum extent permitted by law, arising directly or indirectly from or in any way associated with the mooring of the Occupier's Vessel, or the Occupier's use of the mooring except to such extent that BCC's own negligence has caused or contributed to the same.
15. The Occupier releases BCC from all liability for any loss, damage or cost (including consequential damage) that the Occupier may suffer as a result of the use of the Moorings except to such extent that BCC's own negligence has caused or contributed to the same.
16. The Occupier will at all times comply with all applicable laws, by-laws, and regulations

17. The Occupier will obey all lawful directions given by BCC and its authorised officers which may include notification to remove the Vessel in the event of emergency, moorings maintenance or dredging operations.
18. BCC will not be liable for any cost or expense incurred by the Occupier complying with a direction to remove the Vessel. Such costs may include the cost of alternative mooring, berthing or anchorage arrangements for the duration of emergency, maintenance or dredging operations.
19. This Permit may be cancelled immediately and without notice at the sole discretion of BCC if it is considered necessary to do so to ensure the safety or well-being of any other user of the Moorings, the Vessels or any other property.
20. The Occupier acknowledges that the availability of the moorings cannot be guaranteed.
21. If the Vessel is moved from the mooring, BCC will deem the mooring to have been vacated and BCC may re-allocate the mooring without notice.
22. The Occupier must immediately remove the Vessel from the Mooring upon the termination or cancellation of this Permit.
23. If the Occupier fails to comply, BCC may move and store the Vessel, at the Occupier's expense. Before doing so, BCC will give the Occupier at least 7 days' notice of the intention to move the Vessel or if reasonable efforts cannot locate the Occupier, give at least 7 days public notice of the intention to move the Vessel.
24. BCC may move and store the Vessel without prior notice, if in BCC's opinion it is necessary to do so to ensure the safety of any other user of the Moorings, their Vessels or any other property. If BCC moves and stores a Vessel, it will give the Occupier notice that the Vessel has been moved or if reasonable efforts cannot locate the Occupier, give public notice that the Vessel has been moved.
25. The Occupier agrees that BCC may dispose of the Vessel if the Occupier does not claim the moved Vessel within a reasonable time.
26. If either party fails to remedy a breach of any obligation or covenant in this Agreement within a reasonable time after receiving notice in writing specifying the breach and requiring its remedy, then either party may serve a notice on the other party. Within 2 days of receiving a notice the representatives of each party will meet and will use their best endeavors to resolve the dispute.
27. The Occupier will comply with the Rules and Regulations set out in Schedule 4 as amended from time to time by BCC and notified in writing to the Occupier.

Rules and Regulations

1. There is a public car park in the vicinity of the Moorings, however no allocated car-parking is provided in connection with this Casual Mooring Permit.
2. There is a Dinghy Storage Facility in the vicinity of the Moorings, however a storage Permit must be obtained from BCC. Storage Permits are assigned by BCC subject to availability.
3. The posted speed limit is to be observed within the Moorings at all times.
4. The Occupier is to contact the BCC with a minimum of two days' notice prior to leaving the Moorings.

5. Toilets on the Vessel are not to be used within the Moorings unless the Vessel is fitted with an on-board system which does not discharge into Breakfast Creek. Vessels must not be used to store chemicals, inflammable or volatile liquids or substances other than those reasonably required for the operation of the Vessel.
6. Noise levels from Vessels are not to exceed those levels which apply to a residential area. Due consideration to other patrons is expected.
7. All forms of pollution including airborne are not permitted. Leaking or spillage of fuel, oil or any other form of hazardous material into the Waterways is illegal.
8. The Occupier acknowledges that there are other occupiers at the Moorings. Any use of the Moorings must be undertaken with due consideration to those occupiers so that all parties can co-exist. This includes behaviors, noise levels, use of any equipment etc.
9. Children are to be supervised by an adult at all times. The supervising adult will be responsible for their safety and behaviour.
10. Swimming and fishing within the Moorings is prohibited.
11. BCC reserves the right at any time, and at its discretion, to vary these Rules. BCC will act reasonably.
12. The Occupier will comply with the Rules, as may be changed and notified to the Occupier by BCC from time to time.

I acknowledge that I have read, understood and agree to be bound by the above and the attached **Standard Conditions of the Casual Mooring Permit** and certify that the contents of the Casual Mooring Permit are true and correct.

Signature of Occupier/Applicant as agent of Occupier

Date

Accepted by Brisbane City Council

Signature.

Date