PERMIT AGREEMENT FOR RESIDENTIAL EXTENDED MOORING AT GRAND CANAL DOCK

BETWEEN:-

WATERWAYS IRELAND of 2 Sligo Road, Enniskillen, County Fermanagh, BT74 7JY ("WI", which expression shall where the context so admits or requires includes its successors or assigns) of the one part

AND

XXXXXX ("the Permit Holder") of the other part.

WHEREAS:-

A. WI is the Implementation Body for inland waterways established under and in furtherance of the Agreement between the Government of Ireland and the Government of the United Kingdom of Great Britain and Northern Ireland establishing Implementation Bodies done at Dublin on the 8th March 1999, the text of which Agreement is set forth in the Schedule to the British-Irish Agreement Act 1999 (No.1 of 1999) ("the Act").

B. WI has the functions of management, maintenance, development and restoration of the inland navigable waterway system throughout the island, principally for recreational purposes, as set forth in Section 10 of the Act and Part 1 of Annex 1 and Part 1 of Annex 2 to the Agreement.

C. By Sections 11 and 41(5) of the Act, the functions of the Minister for Culture, Heritage and the Gaeltacht (including all functions originally vested in the Commissioners for Public Works in Ireland under the Canals Act 1986) were transferred to WI together with all property rights and liabilities of the inland waterway in the State including the Canals.

D. Pursuant to the Canals Act 1986 and the Canals Act 1986 (Bye-Laws) 1988 (SI No. 247 of 1988) ("the Bye-Laws") WI is authorised to issue permits to authorise and regulate the use of boats on the canal property so as to permit not only mooring on the canals generally but also, pursuant to Clause 25(d) of the Bye-Laws, extended mooring at the same place, or within 500 metres of the same place, for a period of more than five days at a time.

E. WI regards the development of residential moorings (including extended and/or serviced moorings) as an integral part of the functions referenced at B. above.

F. To this end, WI has developed at Grand Canal Basin on the Grand Canal, a dedicated area containing 20 berths for the purpose of extended serviced residential mooring, with facilities provided to include the fixed jetties with lighting, a clean water supply and electricity supply in accordance with section 25 of the Dublin Docklands Development Authority Act, 1997, reference number DD660.
G. The Permit Holder having already applied for a Combined Mooring and Passage Permit (CMP), has applied for a permit for the residential extended mooring of his/her boat named the XXXXXXXXXX, in accordance with the Bye-Laws, and more particularly described in Part 1 of the First Schedule hereto ("the Boat") at Grand Canal Dock at the location more particularly described in Part 2 of the First Schedule hereto or at a temporary alternative location, as agreed in advance by WI.

H. WI in exercise of the powers conferred under the Act and the Bye-Laws and of all other powers enabling has agreed to grant to the Permit Holder a permit to moor the Boat at the Mooring for a term of XX months subject to the terms and conditions set out herein, at no additional charge over and above the charge specified in the Schedule to the Bye-Laws as applicable to moorings on the canals generally (but without prejudice to WI’s right to impose if it so wishes, in any future agreement with the Permit Holder, such additional charge in respect of extended mooring as it sees fit).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In consideration of the Permit Fee of €152.00 per annum pro rata (or the equivalent per month for the number of calendar months granted) (being the nearest Euro equivalent of IR£120) (such sum to be paid with the submission of the Residential Extended Mooring Permit Application) and the conditions on the part of the Permit Holder herein contained, WI hereby permits the Permit Holder to use the mooring for the period of XX months from the XX day of XXXX 201X to XX day of XXXX 201X ("the Term") for the purposes of mooring the Boat.

2. The possession, management and control of the Mooring remains vested in WI for all purposes (but without prejudice to the Permit Holder’s obligations hereunder).

3. The Permit Holder’s occupation of the Mooring is not intended to be exclusive in nature. WI and any person authorised by him shall have the right to enter the Mooring at any time without obtaining the permission of the Permit Holder.

4. WI reserves the right on giving of one calendar month’s notice in writing to move the Boat from the Mooring to another mooring (“the New Mooring”) of equivalent size at any time during the term of this Agreement either on a temporary or a permanent basis whereupon any rights of the Permit Holder in respect of the Mooring shall cease and the terms of this Agreement (including this provision) shall apply to the New Mooring in the same way as they apply to the Mooring prior to the exercise by WI of this right.

5. The Permit Holder shall indemnify WI, its servants and agents in full from and against any loss, damages, proceedings and costs incurred by or taken against WI as a result of the negligent acts, or breach, of the Permit Holder, or any person authorised by him/her, (excluding any loss caused negligently or deliberately by WI its servants and agents). The Permit Holder hereby indemnifies and shall keep indemnified WI from and against all actions, proceedings, costs, claims, demands and liabilities howsoever arising from the Permit Holder's use of the Berth and shall further indemnify and keep indemnified WI in respect of any accident, injury, loss or damage to any person or property howsoever arising
including, without prejudice to the generality of the foregoing, where such accident, injury, loss or damage arises by reason of any matter or thing done or omitted to be done by the Permit Holder or person authorised by him or the purported exercise of such use.

6. The Permit Holder shall maintain an adequate policy of insurance to cover such risks as WI may consider necessary from time to time to include public liability, in a sum adequate to cover all reasonable risks and in a sum to be approved. If so requested by WI from time to time, the Permit Holder shall, on reasonable request by WI, produce the policy for inspection by WI together with evidence of payment of all premia thereunder.

7. Use of the Mooring by the Permit Holder shall be for the mooring of the Boat only and the Boat shall at all times be used for the personal enjoyment of the Permit Holder only and immediate family which means spouse, civil partner and / or children and / or parents and shall at no time be used commercially or accrue any financial advantage whatsoever to the Permit Holder.

8. The Permit Holder shall ensure compliance with the Bye-Laws and in particular shall keep in force all permits required by same, such permits to be displayed in accordance with Bye-Law 40 in such a manner on the Boat as to be legible from the adjacent canal-bank at all times during daylight hours.

9. The Permit Holder shall comply in all respects with the provisions and requirements of every and any enactment for the time being in force or any orders or regulations thereunder and/or the requirements and/or regulations of any local or statutory authority insofar as they relate to the Mooring and shall keep WI indemnified against all claims demands or liabilities arising from non-compliance with the above mentioned at all times.

10. The Permit Holder shall also comply with the Rules set out in the Second Schedule hereto regarding extending mooring on the canals and/or the applicable part thereof on which the Mooring is situate, such rules to be subject to amendment by WI from time to time at its discretion.

11. The Permit Holder acknowledges that the provisions of this Agreement are intended to constitute a Permit for the use of the Mooring only, and nothing herein contained or intended hereunder shall be taken as creating a relationship of Landlord and Tenant between WI and the Permit Holder either in relation to the Mooring or otherwise.

12. This document does not constitute a disposal within the meaning of the British-Irish Agreement Act 1999, and any rights conferred upon the Permit Holder are personal to the Permit Holder only and are accordingly not capable of being dealt with, assigned, sub-let or transferred by the Permit Holder in any manner whatsoever and the Permit Holder shall not purport to effect any such dealing or transfer.

13. It is further specifically agreed that this Permit is revocable at any time during the Term by WI on one calendar months’ notice to the Permit Holder.

14. Any continued exercise by the Permit Holder of rights under this Permit following the expiration of the Term, if carried out with the permission of WI, shall be treated as giving rise to a continuing Permit on the same terms and conditions as this Agreement (including
the charge of €152.00 per annum payable in advance) revocable by WI at any time on one calendar months’ notice to the Permit Holder.

15. In accordance with section 7(d) of the Canals Acts 1986 and 2018, any notice permitted or required to be given to the Permit Holder under this Permit may be signed by an officer of WI duly authorised by WI, and shall be well and sufficiently given if delivered to the Permit Holder or left for or sent by email or sent by post as a prepaid registered letter addressed to the Permit Holder at the above address given for the Permit Holder, or at the allocated Mooring and any such notice sent by post shall be deemed to have been delivered on the second day immediately following the day on which it was posted.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in the manner hereinafter appearing the day and year first herein written

FIRST SCHEDULE

Part 1: The Boat

XXXXXXXXXX

Part 2: The Mooring

XXXXXXXXXX

SECOND SCHEDULE

RULES REGARDING THE USE OF RESIDENTIAL EXTENDED MOORINGS ON THE GRAND CANAL

Rev 05/2018
Subject to amendment by WI from time to time at its discretion

1. RESERVATIONS, DEPARTURE AND TERMINATION OF PERMIT
   a. Reservations
      Allocation of mooring facilities will be on receipt (completion) of completed applications. Payment of the Permit fee must be made in full.
   b. Departure
      A late departure fee will be charged for any Boat not vacating the allocated mooring on termination of the Term. This will be the previous year’s Permit Fee x 2 ÷ 12 for each month, or part month, that the boat remains on the Berth beyond the Term.
   c. Termination
      The Permit may be terminated on the failure of the Permit Holder to pay any money owing to WI under this Permit or in connection with the permitting or use of the Boat on its waterways.
   d. This Permit may be terminated before the end of the Term in the event of breach of any of the rules regarding the use of extended moorings on the canals and either the breach cannot in the opinion of WI be rectified or if the Permit Holder fails to rectify the breach, having been requested to do so.
   e. Before this Permit is terminated WI will give 14 days’ written notice of the breach and how to rectify it. If the breach is not rectified within the time specified this Permit will terminate and the Boat must be removed from the Mooring immediately.
   f. In the event that WI believes that the breach cannot be rectified written notice will be given to the Permit Holder, and the Boat must be removed from the Mooring within 14 days and this Permit will terminate at the end of the 14 days whether the Boat has been removed or not.
   g. If the Permit Holder fails to remove the Boat from the Mooring on termination of this Permit WI shall be entitled to:
      - Damages equivalent to the Permit Fee which would have been payable by the Permit Holder if the Agreement had not been terminated; or
      - Remove the Boat from the Berth at the risk of the Permit Holder (except for loss or damage caused by the negligence of WI during such removal) and store it elsewhere and charge the Permit Holder with all costs arising out of such removal including alternative mooring fees.
   h. WI reserves the right to refuse to issue the Permit Holder with any Permit in the future. The Permit Holder has no right to the renewal of a Permit.

2. BOAT OWNERSHIP AND SALE OF BOAT
a. If a Boat is sold it must be removed from the Mooring within seven days and the Permit Holder must advise WI’s Inspectorate. The new Boat owner will be required to make an application if they wish to avail of an extended mooring permit and WI will refund the balance pro rata of any fee paid for an extended mooring permit to the Boat owner less a fee of €50 to cover administration costs.

b. A Permit Holder (wishing to retain a mooring for a new Boat) must have the replacement Boat verified by submitting a new application form to WI and ensure that the Boat is in compliance with the rules and conditions of the mooring regulations. WI will issue written approval for the change of Boat.

3. MOORING

a. No Boat other than that specified in Part 1 of the First Schedule hereto may be kept at the Mooring and only the Permit Holder and his/her immediate family may occupy this boat.

b. WI’s Inspectorate staff or authorised officer shall be permitted access to Boats in order to secure same, and if possible, following consultation with the boat owner, to make safety checks, or routine inspections.

c. Television antennae must be retained on board and not on the Mooring. Approval from the Inspector of Navigation must be obtained before the erection of any such external aerial.

d. All communications between the parties in relation to berths and Permits must be in writing, including electronic forms of communication.

4. RESPONSIBILITY

a. The Permit Holder shall at all times be responsible for the safety of his/her Boat. The Permit Holder shall be liable for any damage caused by his/her Boat or activities, to other Boats or the Mooring.

b. Use of the Berth shall be at the Permit Holder’s risk and WI shall not be responsible for any loss, theft or damage caused to the Boat or personal possessions. WI will not provide safety watch, weather watch or security services.

c. The Permit Holder will be responsible for ensuring the mooring facilities are kept clean and tidy. No permission is granted to erect or place anything on the Mooring or the surrounding facilities.

d. The Permit Holder is to provide and maintain safe means of access to and egress from the Boat (and every place which any person has at anytime to work). If a gangway is to be used to access the Boat from the canal side it shall be of sufficient width, securely protected on each side with hand rails, of good construction, sound material and adequate strength.

e. The Boat may not be occupied by more than the number of people it is registered to provide sleeping accommodation for, and the Permit does not allow the use of tents, caravans or motor homes at the extended Mooring Site on WI’s adjacent property without prior approval from WI.
f. The Permit Holder shall notify WI immediately of any material damage or injury caused to the canal, or to the adjoining property of WI, including the waterway.

5. SAFETY
   a. Children must be supervised at all times and must wear adequate means of buoyancy while on the mooring and in its immediate area.
   b. There should be no wash in the extended mooring area. Arriving or departing Boats must proceed at slow speed until clear of the extended mooring area.
   c. The Permit Holder is responsible for reporting any injury to persons using the Mooring as soon as possible to the Waterpatroller/Dock Superintendent or the nearest WI staff member.
   d. The Permit Holder undertakes to have regular inspections of the gas and electric services of his/her Boat as required, to ensure these are kept in a safe and serviceable condition.
   e. Walkways must be kept clear at all times; this should include ropes, lines, hoses, electric cables, bikes and trolleys.

6. FIRE PREVENTION
   a. The Permit Holder must contribute to general fire prevention policies. All Boats must carry adequate fire fighting equipment and have same serviced as per the manufacturer’s recommendations.
   b. The Permit Holder shall maintain his/her craft in good order so as to reduce the risk of fire on board.
   c. It is not permitted to re-fuel Boats at an extended mooring.
   d. Barbecues are not permitted on pontoons or moorings.

7. POLLUTION
   a. The Permit Holder and all persons occupying the Boat must take reasonable care to avoid polluting the canal water at all times.
   b. Bilges must not be pumped unless the Boat is in danger of sinking.
   c. Biodegradable products must be used for all cleaning water that is discharged into the navigation.
   d. No waste of any kind shall be thrown, discharged, abandoned, or deposited into the navigation by any person on board. Permit Holders are responsible for persons on their Boats.

8. DOMESTIC PETS
a. The Permit Holder when using the mooring may have a domestic pet on board their Boat. Dog owners must comply in full with the requirements of the “Control of Dogs Regulations 1998” (S.I. No 442/1998). The Permit Holder must ensure that the pet is kept under control at all times and does not cause a nuisance to other navigation users.
b. Pets are not allowed on the pontoons or any part of the marina walkway unless on a leash.
c. The Permit Holder is responsible for the safe and hygienic disposal of their pet’s waste material in a suitable manner. No contamination of the navigation or fouling of WI’s property shall be permissible due to irresponsible or inappropriate disposal of such waste material.

9. SOCIAL BEHAVIOUR
a. The Permit Holder shall respect the privacy of others and shall ensure that noise pollution is kept to a minimum.
b. If social events are to take place on Boats then noise levels must be contained so as not to disturb other Permit Holders and there should be no noise after midnight.

10. BOAT
a. Boats must comply with all current bye-law legislation in relation to construction and equipment.
b. Engines must be fitted with a drip tray. Engines must be maintained so as to minimise the likelihood of fuel or oil leaks into bilges.
c. Boats must be fitted with functioning waste water holding tank to store black water discharge from on board toilets.
d. Boats must have a manually operated bilge pump fitted and have a Bilge high level warning.
e. Boats must have appropriate certification for gas and electrical fits.
f. Boats must be capable of moving under their own steam and be capable of navigation in the canal network.
g. Boats must be maintained in good order, and be clean and sea worthy, decks should be kept neat and tidy. Boats should be well painted and rust free. Timber work should be kept well varnished.
h. Prior approval from the Dock Superintendent is required for all minor repairs and maintenance to be carried out at the Mooring. All other works must be carried out away
from the mooring area. No works shall be permitted between the hours of 20:00hrs and 08:00hrs.

i. Spray painting, grinding, hot metal work are not permitted in an extended mooring area.

j. A boats length includes all overhangs such as bowspits, swim platforms, davits with or without dingy or transom mounted outboards in the up position.

k. A minimum of a metre must separate boats moored on the end section of the jetty without fingers.

l. Any plants and flowers on the boat should be well maintained.

m. The area surrounding the boat should be kept clean and tidy.

11. SERVICES AND UTILITIES WHERE AVAILABLE AT EXTENDED MOORING LOCATIONS

a. The Permit Holder shall ensure that all connections from their boat to services are properly designed and maintained in good order.

b. WI cannot guarantee a permanent supply of electricity. The service bollards (when available) house the electricity supply and are operated using pre-paid smartcards available from WI and local retailers.

c. Clean water where available is supplied at service bollards. Hose pipes shall be coiled after use and not left as a slip, trip hazard nor allowed to run unnecessarily. Water Charges may apply.

d. Electric cabling must be maintained in good order and kept clear of all walkways at all times.

e. On-board toilets must be connected to a proper, operational, suitably sized holding tank and shall not be discharged into the marina or basin at any time. Holding tanks must be pumped out at a pump-out station, the nearest one being at Hanover Quay. It is a criminal offence under section 3(1) of the Local Government (Water Pollution) Act 1977 to discharge pollution matter into the canal.

f. Generators may only be used between 08:00hrs and 20:00hrs.

g. Washing lines may not be erected on the boat or pontoons or navigation property.

h. No other items may be erected or left on the Berth or WI’s property.

12. GENERAL OPERATIONAL REQUIREMENTS

a. Boats must be berthed and secured in accordance with good, safe practice.

b. Mooring lines must be in good repair and condition at all times.

c. Boats must not be locked to the jetty, in case a boat needs to be removed in the case of an emergency.

d. It is not permitted to alter or change the berth structures or equipment.
e. At least two rubber fenders per 6 metres of boat shall be used when boats are moored in order to protect the boat and the marina fendering.

f. A boats length includes all overhangs such as bowsplits, swim platforms, davits with or without dingy or transom mounted outboards in the up position.

h. Boats must be safely moored with a minimum of three mooring lines. It is the responsibility of the Permit Holder to ensure the mooring lines are adequate for the shape and size of the boat and the weather conditions.

i. Dinghies and tenders must be stored onboard the boat.

k. The Permit Holder may not carry on a trade, business or profession from their boat.

l. Advertising of any kind may not be displayed on board the boat or pontoon area.

m. Permission must be sought from the Dock Superintendent or the Authorised Officer of WI before carrying out any minor repairs and maintenance at the mooring.

13. SERVICE CHARGE – Residential Extended Mooring Permit

A service charge is payable for the provision of the following facilities for Permit Holders and this is charged by way of a fee of €300 per annum (pro rata):

   a. Public Lighting
   b. Domestic Waste Disposal
   c. Recycling Waste Disposal
   d. Provision of secure access etc.
   e. Pump-out Facility
   f. Care and Maintenance of toilet

14. EMERGENCY

   a. WI reserves the right to move a Boat in the event of an emergency or for essential maintenance works to the Mooring Site, and will give at least 14 days notice, and where practicable 28 days notice in writing of its intention to do so, unless there is an emergency in which case no notice will be given, or the movement is of a minor nature. In the event of a Boat being moved, an alternative Mooring will be provided, and the Boat will be moved back to the Mooring, as soon as possible after the completion of the works.

15. PRIVACY NOTICE

   a. The Permit Holder should note that WI is in compliance with the EU General Data Protection Regulations.
b. WI only collect, hold and process certain categories of personal information where it is necessary and proportionate to do so, in order to deliver a service or meet a legal or regulatory requirement, and in this case enter into a Permit Agreement with you.

c. WI will protect your personal information by implementing appropriate and up to date technological and organisational control measures and in accordance with WI internal policies and external regulatory requirements will keep WI computers, files and buildings secure.

d. WI will only use and store your information for as long as it is required for the purpose for which it was originally collected.

e. WI will only share information with others where there is a legal requirement to do so, or to fulfil public task responsibilities.