

MOORING LICENCE AGREEMENT

Between

Wivenhoe Sailing Club (hereinafter WSC), acting in exercise of powers granted under the terms of the current mooring agreement between Colchester Borough Council and WSC

and

..... , Member of WSC, hereinafter called "the Grantee"

The parties hereby agree as follows: -

1. WSC hereby grant to the Grantee the right and authority to lay down and maintain a single mooring on the bed of the River Colne and its tributaries in a position designated by WSC and subject to the written Conditions of Use laid down from time to time by WSC, and from time to time to permit the grantee to repair and renew such mooring, together also with the right and authority to use the said mooring for the sole purpose of mooring private pleasure vessels belonging to the grantee.
2. This agreement will come into force on signature and will subsist until terminated as provided in Clause 11 or 12.
3. The Grantee hereby agrees to make to WSC or their agents an annual payment by way of consideration the fee for the time being fixed by WSC on every 1st day of April (being for the respective year commencing the previous 1st day of April). The fee so payable, subject to review as hereinafter declared will be £13.00 per metre, with the first fee being payable on 1st April 2008. It is agreed that the fee may be reviewed at the sole discretion of WSC from time to time.
4. The Grantee shall pay all rates, taxes, charges and assessments properly chargeable in respect of the right hereby granted and in respect of all payments due hereunder.
5. The Grantee will at all times during the continuation hereof maintain and keep or procure the maintenance and keeping of the said mooring in good, safe and substantial repair, order and condition, and will at least annually inspect the mooring and provide to WSC a written report of its condition.
6. The Grantee will at all times during the continuation hereof display an identification number on the surface buoy attached to the mooring as directed by the Club.
7. The Grantee will at any time when called upon by WSC and to their satisfaction alter the position of the said mooring or substitute other moorings in such positions as may reasonably be required by WSC and any moorings so altered or substituted shall be subject to the provisions of this agreement as if originally laid down.

8. The Grantee binds himself to indemnify WSC from and against all actions, proceedings, claims, demands, costs and expenses in consequence of the exercise by the Grantee of the right hereby granted or of any fault or defect in the moorings.
9. There is reserved full and free right for Colchester Borough Council and WSC and for all persons by their permission and for all members of the public to exercise all rights to which they may be entitled and all privileges which they may enjoy including without prejudice to the forgoing generally such rights of navigation and fishing over and from the designated mooring location described in Clause 1 hereof so that the right and authority hereby granted shall have due regard thereto and the Grantee shall not do or permit to be done whether upon the said vessels using the mooring or otherwise any act or thing which shall be an annoyance, nuisance or disturbance to the owners or occupiers of neighbouring property or to the public or to the crews of vessels moored or anchored nearby.
10. The Grantee shall not assign, sub-let or otherwise dispose of the right and authority hereby granted.
11. If the Grantee at any time allows the said consideration to be in arrear after the same shall have become due or if he fails to observe or perform his obligations and provisions herein contained WSC may by written notice to the Grantee terminate this Agreement from the date of such notice.
12. This Agreement will continue in force subject to the provisions of clause 11 hereof until terminated by either party giving to the other one month's notice in writing.
13. At the termination of this Agreement the Grantee will if WSC so require within one month after such termination at his expense remove the said moorings and in default thereof the said moorings may be removed by WSC at the expense of the Grantee.
14. Any notice must be in writing and will be properly given if sent by registered post, in the case of a notice by the grantee to the WSC Clubhouse, and in the case of a notice by or on behalf of WSC addressed to the Grantee at his address as given in the WSC Mooring Application Form.
15. This document comprises all the express terms of the contract between the parties.

Signed..... Date.....
 (The Grantee)

Signed..... Date.....
 For and on behalf of WSC.