

FORM PAB 6 - PORT OF APOLLO BAY

**ANNUAL APPLICATION
FOR THE USE AND OCCUPATION OF BERTH OR MOORING**

Please attach a copy of your current Insurance Policy, Registration Certificate, Certificate of Survey (for commercial vessels) to this Application

I, _____ (APPLICANT)
(Full name)

of _____
(residential address of applicant)

of _____
(postal address (if applicable))

Phone (Private): _____ (Ph A/H and/or Business): _____

Email address: _____

being the registered owner of the vessel described below, hereby apply for a Berth/Mooring for the vessel.

IN CONSIDERATION of the Colac Otway Shire Council providing a berth or mooring for my use and occupation, I

- **AGREE** to pay the fee requested by the Colac Otway Shire Council and;
- **COMPLY** with the conditions of occupation and use detailed on the reverse of this form.

DESCRIPTION OF VESSEL

NAME: _____

REGISTRATION NO: _____
(Attach copy of registration certificate)

HOW PROPELLED: _____

LENGTH: _____ (metres) BREADTH: _____ (metres) DRAUGHT: _____ (metres)

If vessel is not currently in a berth, please supply the information below:-

Date Vessel last in Berth: _____ Date Vessel expected to return: _____

LOCATION SOUGHT:

Berth Preference:

Swing

Pen (not to be under 10M length)

USE OF VESSEL:

Government

Commercial

Recreational

Charter

Other

SIGNATURE OF APPLICANT: _____

DATE OF APPLICATION: _____

FOR OFFICE USE ONLY	Copy Insurance Policy Received	Yes / No	Copy Reg. Certificate Received	Yes / No	Copy Cert.Survey	Yes / No
BERTH/MOORING NO. ALLOCATED:	_____	DEBTOR NO:	_____	PERIOD ENDING:	_____	FEE: \$ _____
DATE PAID:	_____	RECEIPT NO:	_____			

TERMS AND CONDITIONS OF OCCUPATION AND USE OF A BERTH OR MOORING

1. The fee for occupation of berth or mooring shall be paid in advance.
2. The berth or mooring must be used exclusively by the vessel described in the application, it is **NOT TRANSFERABLE** to another vessel or person unless written approval is given by the Colac Otway Shire.
3. The vessel shall be securely moored and properly fendered.
4. The installation, maintenance and subsequent removal of berth/mooring lines and tackle are the sole responsibility of the applicant.
5. Any damage caused to the berth or mooring or to any other vessel must be immediately notified in writing to the Colac Otway Shire.
6. The vessel shall be maintained in a safe and seaworthy condition.
7. The name and registration number of the vessel shall be prominently displayed on the vessel.
8. All directions given by the Colac Otway Shire or by an authorised employee of the Colac Otway Shire shall be complied with.
9. The Colac Otway Shire must be advised immediately in writing of any change in the vessel description or the address of the applicant.
10. All notices required to be given by the Colac Otway Shire to the applicant will be deemed to have properly if posted by ordinary mail to the last known address of the applicant.
11. The provision of the following Acts of Parliament shall be complied with:
 - (a) Pollution of Waters by Oil and Noxious Substances Act 1986
 - (b) Environment Protection Act 1970
 - (c) Marine Act 2010
 - (d) Marine Safety Regulations 2012

12. (a) Insurance

"The Applicant should take out and keep current during the period of use and occupation of the berth or mooring, as described herein, a Third Party insurance policy for marine and small craft and provide documentary evidence of same".

(b) Indemnity

The Permit Holder must ensure that the Authorised Vessel and all associated mooring lines and tackle are inspected frequently and maintained in a seaworthy condition at all times.

The Permit Holder indemnifies Port of Apollo Bay and keeps it indemnified against all actions, claims, demands, losses, damages, costs and expenses whatsoever (including in relation to indirect and consequential losses) for which Port of Apollo Bay is or may be or become liable to any person in relation to or arising out of:

- any breach of this permit
- the Permit Holder's use or occupation of a Site;
- any negligent, careless, reckless or wrongful acts or omissions of the Permit Holder or the Permit Holder's agents;
- any breach of statutory duty, licence, registration or authorisation requirement by the Permit Holder or the Permit Holder's agents; or
- the detention of impoundment of any Vessel or thing.

(c) Warranties

The Permit Holder warrants, on a continuing basis, that:

- she/he has full authority or power to hold this permit and to give effect to this permit;
- she/he holds all licences, registrations, permits, consents and authorisations required under any law in relation to this permit and will continue to do so at all times during the currency of the permit;
- all information, representations, warranties and undertakings made or give in relation to this permit are true, complete and accurate in all respects;
- she/he has not done anything in an improper or unlawful manner to induce, reward or influence the grant of this permit; and
- if the Permit Holder is not the owner of a Vessel, the Permit Holder has the full authority of the owner/s to bind the owner/s to each and every obligation in this permit.

(d) Liability

Port of Apollo Bay is not liable in any way for any loss, damage or liability suffered or incurred by the Permit Holder or persons claiming through the Permit Holder in any way arising out of;

- refusal of an application, for any reason, to berth or moor a Vessel in a prohibited, regulated or restricted area;
- refusal of an application to renew a permit to berth or moor a Vessel in a prohibited, regulated or restricted area;
- variation or cancellation of the Permit;
- any failure by a preceding Permit Holder or other person to vacate a Site prior to the intended commencement date of a permit;
- refusal to permit a Vessel to enter or use a Site, port waters or port land where use or entry is refused due to the failure to provide any information or documents;
- any circumstance or event that is beyond the control of Port of Apollo Bay;
- any negligent act or omission by Port of Apollo Bay, or by its servants or agents; or
- for any other reason whatsoever or howsoever arising.

(e) Suspension or termination of permit

Port of Apollo Bay may, by written notice to the Permit Holder, revoke or vary this permit if:

- The Permit Holder breaches or causes a breach of the permit;
- conducts an activity that could place property or the safety of persons at risk;
- conducts an activity that could interfere with the orderly and efficient management of the port;
- fails to pay the Permit Fee, Permit Bond or any other sum payable under this permit;;
- fails to provide documents or information required to be provided under this permit, or
- fails to comply with a direction of Port of Apollo Bay or a Harbour Manager given in accordance with this Permit, the Regulations or the Marine Act 1988.

(f) Miscellaneous

- Any claim made in relation to this permit, whether in contract, tort, bailment or otherwise, will be null and void unless suit is brought in a court of competent jurisdiction and notice given thereof to Port of Apollo Bay within nine months of the date the cause of action arose.
- This permit is governed by the law of the State of Victoria.
- In this permit, a reference to any law or legislation provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- Any rights and obligations arising under this permit do not in any way limit or restrict the rights of Port of Apollo Bay either at common law or by statute.
- Port of Apollo Bay retains the right to supplement and/or alter the terms and conditions of the permit at any time.
- The Permit Holder cannot supplement and/or alter the terms and conditions of the permit except with prior written agreement of Port of Apollo Bay, or as otherwise specified in this permit.

13. Ensure compliance with the Port of Apollo Bay – Safety and Environmental Management Plan (SEMP) at all times whilst operating within the Harbour.

DECLARATION:

The Colac Otway Shire Council collects personal information to levy rates, issue permits and licences and provide a variety of community services. The information collected in this form is used only for the purposes contemplated by the form (primary purpose) and is not passed onto third parties. In some instances however, disclosure is required by law or is necessary for the protection of persons or property. Where this occurs, Council will take every reasonable step to ensure your privacy is protected in accordance with the Information Privacy Act 2000 (Vic). Should you need to change or access your personal details or require further information about Council's Privacy Policy contact our Privacy Officer on 5232 9400.