



RENMARK PARINGA COUNCIL
PERMIT APPLICATION (excluding Jane Eliza Small Craft Marina)

Houseboat Mooring Permit

New Permit

Renewal

Please complete this form in **BLOCK LETTERS** and return to the Renmark Paringa Council by:

Post:

PO Box 730, Renmark SA 5341
SA

Email:

council@renmarkparinga.sa.gov.au

In person:

61, 18th Street, Renmark

To avoid delays, please ensure the application form is completed and returned to the Council together with the applicable permit fee and any required documentation outlined below.

I/We wish to apply for a permit to moor a houseboat as follows:

Nominated Houseboat(s) (make and registration): _____

Private

Commercial

Maximum depth of draw of vessel in water: _____

Width of vessel: _____

Mooring Site(s): _____

Applicant Details

Owner of vessel: _____

Manager of vessel : _____
(Title) (First Name) (Last Name)

Postal Address: _____

Contact Numbers: Phone: _____ Mobile: _____

Email: _____

The issue of a permit is subject to the Applicant:

- agreeing to the Conditions of Permit listed below;
- providing a copy of a current certificate of public liability insurance for a sum of \$20,000,000 (twenty million dollars) in respect of a policy that complies with the requirements of paragraph 4 of the Conditions of Permit;
- agreeing to any special conditions that may reasonably be imposed by the Council from time to time and notified to the Permit Holder accordingly; and
- making payment of any applicable fees and charges.

A permit does not take effect until the Applicant has received a copy of the permit that has been signed and completed by the Council.



Conditions of Permit

1. Permitted Use

- 1.1. This Permit authorises the Applicant named above (“the Permit Holder”), subject to the terms and conditions contained in this Permit, to moor any of the houseboats nominated above or any other houseboat that may be notified to the Council in writing, at the mooring site (or sites) identified in the plan attached to this Permit and marked ‘**Annexure A**’ (“the Mooring Site”) only.
- 1.2. The Mooring Site is to be used for mooring a houseboat only. It must not, without the Council’s prior consent given in writing, be used for any other purpose.

2. Nature of Permit

- 2.1. The Permit does not take effect until:
 - 2.1.1. it has been signed by the Council and a copy returned to the Permit Holder; and
 - 2.1.2. all applicable permit fees have been paid by the Permit Holder or, if the Permit Holder elects (where possible), to pay the fee in quarterly instalments, the first instalment has been paid; and
 - 2.1.3. the Permit Holder has provided a copy of a current certificates of insurance as required by clause 4.
- 2.2. The Permit does not confer on the Permit Holder any exclusive right, entitlement or proprietary interest in the Mooring Site and does not derogate from the Council’s powers under the *Local Government Act 1999* or any other legislation.
- 2.3. The Permit is personal to the Permit Holder. A Houseboat or a permit may be transferred in advance with the consent of the Council and subject to any conditions that the Council may reasonably impose in respect of any transfer.
- 2.4. The Council may vary the conditions that attach to the Permit at any time by providing 14 days notice in writing to the Permit Holder.
- 2.5. There is to be no sub-letting of the mooring site.

3. Expiry & Renewal

- 3.1. This Permit is for a maximum term of 12 months and expires on the earlier of the date:
 - 3.1.1. specified in the panel below; or
 - 3.1.2. that the Permit Holder ceases to hold an insurance policy as required by clause 4.1; or
 - 3.1.3. that the Permit Holder, by notice in writing to the Council, surrenders this Permit; or
 - 3.1.4. that the registered houseboat has not been moored in the Mooring Site for at least 3 months



- 3.2. If the Permit Holder wishes to renew the Permit, the Permit Holder must lodge a renewal application with the Council no later than 1 July each year and make payment of the applicable renewal fee (if any). Any renewal of the Permit is at the discretion of the Council and in any event, is subject to the availability of the Mooring Site at the time a renewal application is received.
- 3.3. In the event the Permit Holder surrenders the Permit prior to its expiration and the permit fee has been paid in full, a refund will be provided on a pro-rata basis. The refund will only occur upon inspection of the site and no damage has occurred; any damage will be recoverable through fees retained by Council. However, if the permit fee is paid quarterly, no refund will be provided.
- 3.4. If the Permit Mooring Site is cancelled by the Council or expires under clause 3.1.4 above, then there will be no adjustment, reduction or refund by the Council of any permit fees paid by the Permit Holder.

4. Insurance

The Permit Holder must take out and maintain throughout the term of the Permit:

- 4.1. public liability insurance in respect of the Mooring Site for an amount of at least ten million dollars (\$10,000,000) per claim; and
- 4.2. marine hull insurance in respect of each houseboat moored in a Mooring site.

5. Indemnity

- 5.1. As a continuing obligation and except to the extent caused by the Council's negligence, the Permit Holder indemnifies and will keep indemnified the Council from and against all actions, costs, claims, damages, charges and expenses whatsoever that may be brought, made or claimed against or otherwise incurred by the Council arising out of or in relation to:
 - 5.1.1. the granting of this Permit by the Council; or
 - 5.1.2. the use of the Mooring Site by the Permit Holder or the Permit Holder's agent, visitors or invitees; or
 - 5.1.3. the actions or omissions of the Permit Holder and/or any person acting on the Permit Holder's behalf or with the Permit Holder's permission in relation to the Mooring Site.
- 5.2. The Permit Holder's use of the Mooring Site is at the Permit Holder's own risk. The Council is not responsible for or liable to the Permit Holder for any loss theft or damage that occurs to any personal property that is left in the Mooring Site (including, for the avoidance of doubt, to a houseboat).

6. Relocation

- 6.1. The Council may, in its absolute discretion and upon giving 28 days written notice to the Permit Holder, vary this Permit to relocate the Mooring Site(s) to an alternative mooring site(s) as determined by the Council.



- 6.2. In the event the Council relocates the Mooring Site under clause 6.1:
- 6.2.1. the Permit Holder may immediately terminate this Permit by providing written notification to the Council, and in such cases the Council will offer a refund of the permit fees paid by the Permit Holder on a pro-rata basis; and
 - 6.2.2. the Council will not be liable to the Permit Holder for any loss or damage suffered by the Permit Holder as a result of such relocation.

7. Cancellation by the Council

- 7.1. The Council may cancel this Permit:
- 7.1.1. upon any breach of these conditions by the Permit Holder if the Permit Holder does not remedy the breach within fourteen days of the Council giving written notice of the breach to the Permit Holder; or
 - 7.1.2. immediately, where the Council considers it is necessary to do so in the interests of public safety, by giving notice in writing to the Permit Holder.
- 7.2. If this Permit is terminated under this clause 7 or under clause 6.2.1 then, unless the Council notifies the Permit Holder otherwise in writing, the Permit Holder must, at the Permit Holder's expense, reinstate the Mooring Site including making good any alterations or additions made to the Mooring Site by the Permit Holder and leaving the Mooring Site in a clean and tidy condition to the Council's satisfaction.
- 7.3. The Council is entitled to recover all reasonable costs incurred in rectifying any breach of this Permit by the Permit Holder as a debt from the Permit Holder, including (but not limited to) the costs of reinstating or cleaning the Mooring Site and any legal and other fees incurred by the Council.

8. The Mooring Site

- 8.1. The Mooring Site and/or any part of the riverbank within its vicinity must not be altered or modified (including by way of placing or installing any fixture, structure, vehicle or building thereon) without the prior written consent of the Council, which consent may be withheld by the Council in its absolute discretion.
- 8.2. Where electricity is provided to the Mooring Site, the Permit Holder is liable for the costs of all electricity usage and electricity will be read and charged to the Permit Holder quarterly. The Permit Holder is required to pay the associated costs within 30 days of an invoice being issued.

9. Permit Holder's Obligations

- 9.1. The Permit Holder must, at the Permit Holder's cost and expense, comply with all applicable laws and all of the Council's reasonable directions in relation to the Mooring Site and/or the use of the Mooring Site by the Permit Holder or the Permit Holder's agent, visitors or invitees. This includes, without limitation, all legislation regarding the disposal of wastewater and waste from any houseboat in the Mooring Site.



- 9.2. A houseboat in the Mooring Site must be secured to a mooring post only. Securing houseboats to trees or any other structure is strictly prohibited.
- 9.3. The Permit Holder must not cause, suffer or permit any damage to the Council's land (including land under the Council's care, control or management) or property in connection with using the Mooring Site. In the event such damage occurs, the Permit Holder must immediately notify the Council and the Permit Holder will be liable to pay to the Council any cost incurred in making good any damage caused.
- 9.4. The Permit Holder must not:
 - 9.4.1. store or leave unattended any moveable property, goods, houseboat equipment or other items on the riverbank or on any pontoon or jetty attached thereto; or
 - 9.4.2. place any moveable property, goods, houseboat equipment or other items in or around the Mooring site or on any adjacent riverbank in a manner that may cause a hazard, danger or nuisance to members of the public in that location.
- 9.5. Except for the Ral Ral mooring sites, the Permit Holder must not cause, suffer or permit any houseboat moored at a riverfront Mooring Site to be used as a place of accommodation for more than zero days.
- 9.6. The Permit Holder must not carry on any offensive or dangerous activities on, from or around the Mooring Site or create a nuisance or disturbance either for the Council or member of the public.

10. Vehicle Parking

- 10.1. Two parking spaces are allocated at Ral Ral creek for each Mooring Site for the parking of registered vehicles (including trailers, caravans etc.).
- 10.2. The Permit Holder must not cause, suffer or permit vehicles associated with a houseboat moored at the Mooring Site to be parked other than in an area designated for the parking of vehicles. For this purpose, the Permit Holder must ensure that any person mooring a houseboat in the Mooring Site is notified in writing of the allocated parking areas and any other parking areas that have been designated by the Council.

11. Multiple Permit Holders

- 11.1. If the Permit Holder is two or more persons:
- 11.2. these conditions may be enforced by the Council against them together or separately; and
- 11.3. any notice sent to either of the Permit Holders will be considered sufficient notice.



I/we acknowledge and agree that the above information is true and correct and that I/we have read, understand and agree to be bound by the permit conditions set out in this permit application including in relation to the payment of any applicable fee and any special conditions notified to me/us by the Council.

Print name: _____ **Sign:** _____ **Date:** __ / __ /

Print name: _____ **Sign:** _____ **Date:** __ / __ /

Office Use Only

The Council hereby grants a Permit to the Applicant/s subject to the conditions within.

Permit Fee: _____

Permit Expiry: _____

Fee Paid date: _____

Receipt number _____

Insurance Certificate Received: Yes No

Mooring Site: _____

Houseboat Details: _____

Issued by _____

Signature: _____

Date: _____