**Owner(s) of vessel:**

**Name: ………….…………………………………………………………………………………………...**

**Address: …….……………………………………………………………………………………………..**

**Daytime Telephone No: ………………………….. Mobile No.: ……………………………………**

**Emergency Contact: (Name) …………………………………………………………………………...**

**Emergency Contact: (Phone) ……………………………………………………………………….....**

**Email Address: …………………………………………………………………………………………...**

**Name of vessel: ……………………………………………...Approximate age: ……………………**

**Length of vessel: (O.A): ……………….. Beam: …………….. Draught: ……….......................**

**Length of time Berth required: ………………………………………………………………………...**

# Mooring Length

# (vessel plus

# attachments): less than 20 ft 20-30 ft 30-40ft more than 40ft

# Construction: Wood Steel G.R.P. Ferrocement

# Type of Engine: Outboard Inboard Petrol Diesel

# Purpose for which

**vessel will be used: Pleasure Business** **Pleasure/Business**

## I confirm that the information given in this application is correct to the best of my knowledge and agree to abide by the Conditions of Application Acceptance detailed overleaf

**Signed**: ……………………………………………………….. **Date**: ……………………

Name: (Print): ……………………………………………………………………………………

For Office Use Only: **Date of Mooring to commence:** ……………………………………..

I verify that I’ve seen a valid insurance certificate relating to this vessel and that it’s mooring length is ………….. ft and suitable for berth at Berth No.……………..

**Honorary Pier Master’s signature:** …………………………………

**Date**: ……………………….

**Name**: ………………………………………………………………………………………….

**CONDITIONS OF AGREEMENT ACCEPTANCE**

1. The Pier is the property of Medway Council. By coming onto the Pier and/or paying to use the Pier facilities you accept that Medway Council has no liability for any damage to or loss of property sustained or in the vicinity of the Pier except where caused by the wilful act or the negligence of Medway Council, its servants or agents.
2. The powers of a Pier Master (‘PM’) are contained in the following:

Harbours, Docks, and Piers Clauses Act 1847 (‘the 1847 Act’), to the extent that it is incorporated into the 1912 Order and 1973 Act.

The Medway Conservation Act 1881 (‘the 1881 Act’)

Gillingham Pier Order 1912 (‘the 1912 Order’)

Harbours Act 1964 (‘the 1964 Act’)

Harbours, Docks, Piers and Ferries SI No.1045 1969 (‘the 1969 instrument’)

Medway Ports Authority Act 1973 (‘the 1973 Act’)

3. Under s.63 of the 1847 Act, no vessel, except with the permission of the PM, shall be moored within the prescribed limits of the PM’s authority (the prescribed limits include the pier (see s.6 of the 1973 Act)).

4. Vessels must be covered by valid **marine third party cover with a minimum of £3,000,000 public liability** insurance. Proof of cover will be required at submission of application and then annually on date renewal.

1. *Mooring fees a*re based on the **mooring length** of the vessel (and will include any attachments such as diving platforms etc.) and are reviewed annually, and charged, in advance, on 1 April, for the following 12 months. Payment by instalments can only be arranged and agreed with the council officer with responsibility for the Pier.
2. Permits must be displayed as proof of payment

7. This application only applies to the vessel named:………………………………………………………………… As such a vessel cannot be sold or exchanged with its berth. If a vessel is sold while occupying a berth, the new owner must remove the vessel and make an application for a new berth. If the vessel is not removed after the sale then any dues will be charged at the daily rate to the applicant signing this form.

#### 8. Mooring without permission

The mooring of a vessel without permission is unlawful (s.63 of the 1987 Act). Failure to remove the vessel once directed by the PM will render the owner liable to the following penalties:

#### Fines

1. a penalty not exceeding £200 and a further sum of £1 for every hour that the vessel remains within the prescribed limits (under s.63 of the 1847 Act - this is for remaining at the pier without permission).
2. a fine not exceeding £200 (under s.26(1) of the 1973 Act - this is for failing to comply with the direction to remove the vessel).

These fines are to be recovered by summary proceedings in the Magistrate’s Court (in accordance with s.92 of the 1847 Act).

Under s.27 of the 1973 Act, the PM can remove the vessel and the expenses incurred in doing so can be recovered from the owner.

#### Failure to pay fees/charges

#### The PM can exercise his/her powers under s.44 of the 1847 Act to arrest the vessel until the fees/charges are paid, and eventually sell the contents of the vessel until the debt is satisfied.

1. *Instructions to Berth Holders*

Berth holders must inform the PM or a Council officer of any changes to the owner, the owner’s address, or vessel.

Berth holders will carry out instructions of the PM or a Council Officer if so instructed.

Berth holders are expected as a condition of holding their berth to keep their area of the pontoon clean and tidy.

If the access swipe card (for entry gate on to the pontoon for pontoon berth holders) is lost or stolen a sum of £20.00 will be payable for a replacement.

Electrical supply can only be accessed by use of a supply lead obtainable from the PM. Berth holders will be invoiced for supply used. If the lead is lost or stolen a sum of £25.00 will be payable for a replacement.

Berth holders must ensure that ropes and cleats are suitable and adequate to ensure safe berthing.

## I acknowledge and agree to abide by the Conditions of Application Acceptance detailed above.

**Signed**: ……………………………………………………….. **Date**: ……………………

Name: (Print): ……………………………………………………………………………………

**Please see overleaf for Berth Charges. These are increased annually in line with inflation, and you will be contacted annually to make you aware of the new charges.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **RENT OF BERTH** | **LENGTH OF TIME** | **NET £** | **VAT £** | **TOTAL AMOUNT £** |
| **Western Side of slipway** |  |  |  |  |
| Under 30 ft | per month | 61.83 | 12.37 | 74.20 |
|  | per year | 617.08 | 123.42 | 740.50 |
| 30ft to under 40ft | per month | 78.58 | 15.72 | 94.30 |
|  | per year | 784.75 | 156.95 | 941.70 |
| 40 ft and over | per month | 113.92 | 22.78 | 136.70 |
|  | per year | 1146.42 | 229.28 | 1,375.70 |
|  |  |  |  |  |
| **Pontoon** |  |  |  |  |
| under 20 ft | per month | 61.83 | 12.37 | 74.20 |
|  | per year | 617.08 | 123.42 | 740.50 |
| 20ft to under 30ft | per month | 78.67 | 15.73 | 94.40 |
|  | per year | 784.75 | 156.95 | 941.70 |
| 30ft to under 40ft | per month | 113.92 | 22.78 | 136.70 |
|  | per year | 1146.42 | 229.28 | 1,375.70 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **COMMERCIAL & CASUAL MOORING AGAINST WESTERN WALL** | **LENGTH OF TIME** | **NET £** | **VAT £** | **TOTAL AMOUNT £** |
| **Commercial pleasure craft and all vessels under 20 tonnes GRT** |  |  |  |  |
| Under 20ft | per day | 10.67 | 2.13 | 12.80 |
| 20ft to under 30ft | per day | 11.25 | 2.25 | 13.50 |
| 30ft to under 40ft | per day | 15.83 | 3.17 | 19.00 |
| 40ft to under 50ft | per day | 16.50 | 3.30 | 19.80 |
| 50ft to under 60ft | per day | 21.75 | 4.35 | 26.10 |
| 60ft to under 70ft | per day | 31.25 | 6.25 | 37.50 |
| 70ft to under 80ft | per day | 41.58 | 8.32 | 49.90 |
| 80ft to under 90ft | per day | 53.17 | 10.63 | 63.80 |
| 90ft to under 100ft | per day | 65.50 | 13.10 | 78.60 |
| Per additional foot over 100ft per day |  | 1.25 | 0.25 | 1.50 |
|  |  |  |  |  |
| **Commercial vessels of 20 tonnes GRT and over (approx. 50ft boat)** | per tonne per day | 0.37 | 0.07 | 0.44 |

|  |
| --- |
| Note - for long term stays 60% discount to be allowed for the second period of seven days and 80% for any subsequent periods of seven days. |

**GILLINGHAM PIER FEES AND CHARGES 2023/24**