



WATERWAYS IRELAND INFORMATION NOTE FOR LIVE-ABOARD BOAT OWNERS IN SALLINS

Waterways Ireland intends to introduce a limited number of Annual Mooring Permits as part of a pilot taking place in the Sallins area.

Waterways Ireland is committed to ensuring that moorings in key locations such as the harbour in Sallins are made available to craft touring on the canal and are not occupied beyond the 5 day maximum stay Bye Law rule for use of a public mooring.

A small number of annual licence agreements will be made available to owners living on their boats for an annual fee of €100. This will allow a boat to moor permanently in a single, designated location for a year which will be marked as "reserved" for the craft holding the licence. We are aware that a number of live-aboards have more than 1 boat and a separate application and €100 fee will be required for each boat.

Over time Waterways Ireland, subject to resource and planning constraints, hopes to develop permanent house boat locations with services at a number of key locations including Sallins.

Boat owners offered an annual mooring licence will need to complete and return the enclosed form accompanied by the €100 fee to the Assistant Inspector of Navigation, Waterways Ireland, Harbour Street, Tullamore, Co Offaly. To be eligible boat owners will also need to keep in place the annual mooring and passage permit which allows a 5 day maximum stay at any of Waterways Ireland's property and passages on the canals.

Waterways Ireland is committed to creating facilities at key number of locations for boat owners wishing to reside on their boats. Over a period of years it is hoped to create vibrant houseboat, live-aboard communities with high quality craft adding to the vibrancy and diversity of use of the canals.

The introduction of an annual mooring licence is part of a pilot to commence work to move towards this goal.

**DAWN LIVINGSTONE
HEAD OF ADMINISTRATION
PROPERTY & LEGAL SECTION**

DATED THE

DAY OF

2011

LICENCE AGREEMENT / PERMIT under the Canals Act, 1986 (Bye-Laws), 1988
BETWEEN

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

and [] of [] (hereinafter together called "the Boat Owner") of the other part.

- A. Waterways Ireland is the body responsible for the regulation of the canals including the Grand Canal, and is authorised to issue permits, containing such reasonable written conditions as they think fit, to authorise and regulate the use of boats on the canal property, under Section 6 of the Canals Act, 1986 (Bye-Laws), 1988 ("the Bye-Laws").
- B. The Boat Owner has applied for a permit to moor his boat named the _____ details as on the attached Application for a Mooring Licence) at Sallins on the Grand Canal under Section 25 of the Bye-Laws, as shown on the attached map. The location of the mooring is identified on the attached map.
- C. Waterways Ireland has agreed with the Boat Owner on the following terms to issue a permit for the period of one year from 1st April to 31st March.
 - 1. In consideration of the sum of €100 (one hundred euros) (such sum to be paid with the submission of the Mooring Licence Application) and the conditions on the part of the Boat Owner herein contained, Waterways Ireland hereby permits the Boat Owner, to use the Mooring at "B" above and as shown on the attached map, on the Grand Canal for the period of one year. The Boat Owner acknowledges that the provisions of this Agreement are intended to constitute a Licence for the use of the Mooring only, and that possession of the property on which the Mooring is situated shall, continue to constitute part of the Grand Canal, and nothing in this Agreement is intended to confer any tenancy or any further rights on the Boat Owner.

2. The Boat Owner hereby indemnifies and shall keep indemnified Waterways Ireland from and against all actions proceedings costs claims demands and liabilities howsoever arising from the Boat Owner's use of the Mooring and shall further indemnify and keep indemnified Waterways Ireland in respect of any accident, injury, loss or damage to any person or property howsoever arising including, but without prejudice to the generality of the foregoing by reason of any matter or thing done or omitted to be done by the Boat Owner or person authorised by him or the purported exercise of such use.
3. The Boat Owner agrees that use of the Mooring is for the mooring of the craft as described in the application form attached and it shall at all times be used for the personal enjoyment of the Boat Owner, and it is further specifically agreed that the Mooring shall at no time be used commercially or to accrue any financial advantage whatsoever to the Boat Owner.
4. The Boat Owner shall maintain an adequate policy of insurance to cover such risks as Waterways Ireland 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 requested by Waterways Ireland from time to time, the Licensee shall, on reasonable request by Waterways Ireland, produce the policy for inspection by Waterways Ireland together with evidence of payment of all premia thereunder.

The boat owner will ensure compliance with the Canals Act 1986(Bye Laws 1988) and keep in force a valid mooring and passage permit

5. The Boat Owner shall during the Licence period comply in all respects with the provisions and requirements of and 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 in so far as they relate to the Mooring and shall keep Waterways Ireland indemnified against all claims demands or liabilities arising from non-compliance with the above mentioned at all times.
6. It is hereby further agreed and declared that this document does not constitute a lease or, a disposal within the meaning of the British Irish Agreement Act of 1999, and that any rights conferred upon the Licensee are personal to the Licensee only and are not capable of being dealt with or transferred by the Licensee in any manner whatsoever and the Licensee shall not purport to effect any such dealing or transfer, and, in particular the Licensee shall not purport to assign, sublet or part with possession of the Mooring or any part thereof, and further that the possession, management and control of the Mooring, in so far as it constitutes part of the Grand Canal remains vested in Waterways Ireland for all purposes but without prejudice to the Licensee's obligations hereunder and further that nothing herein contained or intended hereunder shall be taken as creating a

relationship of Landlord and Tenant between Waterways Ireland and the Licensee. It is further specifically agreed that this Licence is revocable at any time by the Licensor.

SCHEDULE

Insert description of property – to include the boat, and the location of the Mooring on the Grand Canal. (Attach the licence application together with accompanying photograph and a map showing the position of the mooring being granted.)

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

PRESENT when the Common Seal of
the **WATERWAYS IRELAND**
was affixed hereto:-

Director

Director / Secretary

SIGNED AND DELIVERED
By the boat owner
In the presence of:-

Signature of Boat Owner: _____ **Name:** (in block capitals) _____

Signature of Witness: _____ **Name:** (in block capitals) _____

Application for a 1 Year Mooring Licence

TO BE COMPLETED IN BLOCK CAPITALS

Navigation: ☐ Shannon ☐ Erne ☐ Grand Canal ☐ Royal Canal ☐ Barrow

OWNER'S NAME: _____

ADDRESS: _____

_____ **Post Code:** _____

TELEPHONE : Home: _____ Work: _____ Mobile: _____

E-MAIL ADDRESS: _____

Note : A separate form should be completed for each boat

VESSEL NAME: _____ **SHANNON REG NO:** _____

(please attach a photograph of the vessel)

NUMBER OF YOUR CURRENT MOORING & PASSAGE PERMIT? _____

YEAR OF CONSTRUCTION: _____ **HULL MATERIAL:** _____

VESSEL TYPE: (Barge, Cruiser, Passenger, Power Boat, Sailing - please indicate) _____

HULL IDENTIFICATION NUMBER (If applicable): _____

LENGTH (Metric): _____ **BEAM (Metric):** _____ **DRAFT (Metric):** _____

HULL COLOUR: _____ **SUPERSTRUCTURE COLOUR:** _____

(Principal Colour only)

ENGINE TYPE: _____ **HORSE POWER/KW:** _____ **RADIO:** Yes ☐ No ☐

GENERATOR FITTED: Yes ☐ No ☐

INSURANCE COMPANY: _____ **POLICY NUMBER:** _____

IS THERE AN ON-BOARD TOILET? Yes ☐ No ☐ **HOLDING TANK FITTED:** Yes ☐ No ☐

HOLDING TANK CAPACITY (Litres): _____ **DATE OF LAST SURVEY:** _____

I certify that to the best of my knowledge the above details are correct and the vessel complies with all relevant construction Bye-laws. Payment of €100 per boat enclosed herewith.

OWNER'S SIGNATURE: _____ **DATE:** _____

Do you wish to receive Waterways Ireland's publications and marketing information? Yes ☐ No ☐

FOR OFFICIAL USE ONLY

Payment received: _____ **License No:** _____ **Berth allocated:** _____

Photograph enclosed: _____ **Issuing Officer:** _____ **Date:** _____

PLEASE RETURN TO: Assistant Inspector of Navigation, Waterways Ireland, Harbour Street, Tullamore, Co Offaly