



Boat Plot Conditions of Licence

DEFINITIONS

- **Beach plot** - a numbered plot measuring 3.048 (Walmer) & 3.1(Deal) metres wide and the distance from the highway to the mean high-water-mark, where a boat is kept on the shingle beach e.g. Deal & Walmer.
 - **Boat plot** - a numbered plot where a boat is kept separate from the shingle beach at St. Margaret's & Kingsdown and in fenced off compounds at Walmer.
 - **Shed** – An approved temporary structure located on a beach plot on Walmer beach with planning consent for use as storage for equipment associated with a licensed boat, it's movement on the beach or fishing.
 - **Boat Locker** – An approved lockable container located on a beach plot for use as storage for equipment associated with a licensed boat, its movement on the beach or fishing.
 - **Boat Woods** – Timbers used to facilitate the movement of a boat on the beach.
 - **Winch** – A hand or motor powered mechanical device used in connection with hauling a boat including all associated wires, blocks, shackles, fixing points, anchorages, bedplates and bases.
 - **Property** – Any article, substance, fitting or equipment placed, located or installed on the beach in connection with a beach or boat plot licence.
 - **Pesticide** – Any substance covered by the Food and Environment Protection Act 1985 i.e. "any substance, preparation or organism prepared or used, among other uses, to protect plants or wood or other plant products from harmful organisms; to regulate the growth of plants; to give protection against harmful creatures; or to render such creatures harmless". This includes anti fouling paints
 - **Hazardous Substance** – Any article, preparation or substance requiring a hazard label under the Control of Substances Hazardous to Health Regulations 2002.
1. Any property placed or kept on a beach or boat plot authorised to be used by this Licence shall be kept and used entirely at the risk of the licensee and the Council shall not be liable for any loss of, or damage to, any such property, nor in respect that of any other person, in any way arising out of the grant of this Licence or the use of such property hereunder.
 2. The licensee shall indemnify the Council from and against all actions, proceedings, costs, damages, expenses, claims, and demands howsoever arising in consequence of the exercise by the licensee of the Licence and permission hereby given or in consequence of any breach or non-observance of the agreements on the licensee's part contained herein. The licensee shall effect and keep in force a policy of insurance to cover all claims arising from the exercise of the licence and the use of the plot and any negligence or default (including any breach or

non- observance of any of the licence conditions) and shall produce the policy and the last receipt for the premium to the Council on reasonable request and use best endeavours to secure that the interest of the Council is endorsed on such policy (or policies). The Licensee shall not act in a way that will or may result in the insurance being void or voidable or in the premium for it being increased or allow anyone else to do so.

3. The licensee shall pay the annual licence fee, as determined by the Council.
4. The basic equipment allowed to be used under this Licence on any beach or boat plot shall consist of one boat, boat woods and a locker. All other equipment or property on a beach or boat plot will require the licensee to obtain prior written consent from the Council. Written consent will be personal to the licensee making the application and will not infer consent for all other beach/boat plot licensees to place the same or similar equipment or property on their plots. Failure to remove equipment or property on the plot without consent will result in the termination of the Licence and the plot will be cleared. The property will be disposed of and if the proceeds of any sale do not cover the costs of clearing the area the remaining costs will be recharged to Licence holder
5. Beach plot licensees may make an application in writing to place and operate a winch from the beach.
 - a) All Applicants will be required to provide details of the proposed winch installation including siting; base construction and dimensions; bedplate construction and fixing method; type and operation of winch to be installed; arrangements for leading blocks and any associated eyebolts, anchorages and foundations; details of the maximum load calculations used for the design and the standards references used for all safety features included in the winch.
 - b) All applicants will be required to confirm that the winch will be designed, installed, tested, inspected and maintained to the standards contained in the HSE document L22 – Safe Use of Work Equipment and those records to this effect will be maintained and made available to the Council on request. Or as per IFA inspection and insurance cover requirements.
 - c) Winch controls must be secured against unauthorised use. Electricity supplies must be switched off when the winch is unattended.
 - d) Where a winch and/or winch motor are boxed in it must be sufficiently robust to withstand the normal range of weather conditions at the site, of an acceptable design to the Council and not more than 1.524 (5 feet) metres high.
 - e) Permission to install a winch on the beach does not infer its suitability or fitness for purpose or the winch complies with any relevant legislation or standard.
6. Petrol, Diesel, Oil, LPG and other substances that are flammable, potentially hazardous to people or harmful to the environment must only be kept on a Beach Plot in accordance with the following conditions:
 - a) All liquid fuels must be protected from leaks. Containers must be purpose made for the type of fuel, in good condition, kept in a secure place and properly labelled. No more than 5ltrs of Petroleum Spirits or 15ltrs of Diesel is to remain on a beach or boat plot without the written permission of the Council. No fuel or fuel containers are to remain on a Boat Plot.
 - b) All fuel/oil storage tanks will be subject to a written permission before siting on a Beach Plot. Those tanks subject to the Control of Pollution (Oil Storage) (England) Regulations 2001 will be required to provide details of how compliance with the regulations is to be achieved. Tanks and all associated valves, gauges, pipework etc. must be suitable for the location and secure. A high standard of vandal resistance will be required. Each tank will be subject to a separate application and will be specific to the numbered plot. Re-siting of a tank, a replacement tank or any other alterations that are likely to be relevant to it's compliance with the above regulations must be notified to the Council before any work is

carried out. This requirement does not prohibit a licensee from taking urgent action to prevent the contents of a tank from contaminating the beach. The Council reserves the right to direct or, in default or where time was of the essence, arrange for the removal of any tank from the beach where, in the Council's opinion, it was in the interest of public safety or the environment to take such action. The Council will accept no liability whatsoever for any loss or damage to any boat, shed or property removed in accordance with this condition.

- c) Only one LPG container connected to each appliance used in connection with a licensed activity is allowed on a Beach Plot. No LPG containers are allowed to remain on a Boat Plot. These conditions apply to all LPG containers whether empty or full.
 - d) Only those pesticides that have a current approval for a field of use connected with the licensed activities contained in these conditions are to be taken onto or used the beach (see: Food and Environment Protection Act 1985). All statutory conditions relating to an approved pesticide, which are contained on the label, must be complied with when used on the beach. No pesticides, pesticide containers, pesticide residues or washings are to be disposed of on the beach.
 - e) All articles/substances/preparations or products requiring a hazard label under the Control of Substances Hazardous to Health Regulations 2002 taken to the beach to be used in connection with a licensed condition must be used, stored and disposed of in accordance with the Hazard Data provided by the supplier. Where appropriate licensees are required to provide suitable and sufficient protection to the public when hazardous substances are used in connection with a boat or beach plot licence.
7. At Walmer only, a beach plot licensee may make an application in writing to place a shed on the beach.
- a) Any shed to be erected, stationed or kept in pursuance of this licence shall require planning permission prior to the shed being stationed and shall be in keeping with sheds currently stationed on the beach (the width should run parallel with the sea) and shall be erected stationed or kept on sleepers or timber supports. Sheds must be sufficiently robust to withstand the normal range of weather conditions at the site.
 - b) The granting of this licence is without prejudice to the Council's functions as the Local Planning Authority, and it is the responsibility of the applicant to obtain any relevant planning permission that may be required for the erection or siting of a shed. The applicant shall submit a plan of the proposed shed to the Council's Planning Department for approval and any shed that is erected or stationed on the land shall conform to the approved design.
 - c) This license does not permit any over night sleeping in a shed.
8. The licensee shall not without prior consent of the Council in writing place on the beach any motor vehicle, trailer, barrow, structure, hut, shed, tent or caravan. Any such item that has not been granted consent may be removed and disposed of as the Council deems fit.
9. The licensee shall not without the prior consent of the Council in writing use or cause or permit or suffer to be used for the purpose of any trade or business any property to which this Licence relates PROVIDED THAT this condition shall not prevent the use of any boat properly licensed or certificated from being used for carrying passengers for hire or the use of any property for or connected with the purpose of fishing.
10. The licensee shall not without the prior consent of the Council in writing offer for sale or permit or suffer to be offered for sale from the beach or boat plot any fish or shellfish.
11. The licensee shall cause a name or number to be painted or affixed on both sides of the bow or stern of any boat which is authorised to be kept on the beach or boat plot, such name or number to be kept plainly and distinctly visible and legible at all times; the name chosen for any vessel should not cause offence or distress to members of the public.

12. The licensee shall permit the Council's Officers at any time to examine and inspect the boat, winch, shed or other property to which this Licence relates and shall comply with all reasonable instructions which may be given to him by the Council or its Officers and will give notice of his intention to permanently remove, materially alter or replace a boat, winch or shed on the plot.
13. The licensee shall not cause or permit or suffer any damage to any property of the Council which he is by this Licence authorised to use and shall forthwith report any damage, deterioration or lack of repair to the Property Services Division.
14. The licensee shall not exercise the rights hereby granted so as to be a nuisance, or so as to be of offensive or dangerous to Council staff, the public or any other licensee of the Council and shall maintain the beach or boat plot at all times in good and clean and tidy and order and shall clear all refuse, rubbish, weeds or other surplus materials howsoever arising.
15. The licensee shall be responsible for his/her visitors and shall ensure that they do not cause any nuisance, injury, annoyance or inconvenience, engage in antisocial behaviour, towards Council staff on official business, the public or any other licensee of the Council, including neighbouring plot users or with respect to the contents of their plots.
16. The licensee shall not transfer, sell, assign, or otherwise part with possession of this Licence or permit any person to exercise the rights hereby granted without the previous consent of the Council in writing. This includes the transferring of a boat to another beach or boat plot location. The Licence shall be personal to the licensee. Any suspension, transferring or amending of an annual licence once agreed will be subject to an administration fee.
17. Without prejudice to the right of the licensee in the interests of safety during or in anticipation of periods of severe weather, to remove such items to which this Licence relates to temporary alternative locations. The licensee must forthwith notify the Council of any temporary relocation to any other part of the beach or to land controlled by the Council. Likewise the Council reserves the right to direct or, in default or where time was of the essence, arrange for the removal of any boat shed or property from the beach or from any land under its control where, in the Council's opinion, it was in the interest of public safety to take such action. The Council will accept no liability whatsoever for any loss or damage to any boat, shed or property removed in accordance with this condition.
18. The Council may revoke this Licence or vary any of its conditions at any time and notice of such revocation or variation shall be served on the licensee either personally or by leaving it or sending it by way of recorded delivery post to his usual or last known place of abode or if his whereabouts cannot be ascertained by affixing the said notice to a boat or any property on the beach or boat plot or if no such boat or property is present by leaving the notice on the said beach or boat plot.
19. Upon the expiry or sooner determination of this Licence (and always provided that this Licence shall otherwise not be renewed with immediate effect from the expiry hereof) the licensee shall remove the boat and property to which this Licence relates and shall cause the beach or boat plot to be left in a clean and tidy condition to the satisfaction of the Head of Property Services. In default of compliance with this condition the Council reserves the right to remove the boat and any such property and personal effects from the said beach or boat plot and to dispose of the same in whatever way the Council deems fit and to deduct any unpaid licence fees, costs of removal, storage and sale, from any proceeds of such sale. The Council will accept no liability whatsoever for any loss or damage however caused when exercising its power to remove or dispose of such boat, property or personal effects. The Council may deduct various monies from the proceeds of sale and absolve the Council from liability for loss or damage. If the proceeds of any sale do not cover the costs of clearing the area the remaining costs will be recharged to Licence holder.
20. Without prejudice to the generality of conditions 19 & 20, should a boat be known, or be seen, not to be used on at least four occasions a year or, in the opinion of a qualified shipwright, be

derelict or unfit for sea in any respect, or appear to be abandoned, the Council may, at its discretion, terminate a beach or boat plot licence and require the boat to be removed from the plot. If the plot is not vacated by the stated date, the boat and all of its contents may be removed by the Council and thereafter dispose of as it sees fit. Council reserves the right to remove the boat and any such property and personal effects from the said beach or boat plot and to dispose of the same in whatever way the Council deems fit and to deduct any unpaid licence fees, costs of removal, storage and sale, from any proceeds of such sale. The Council will accept no liability whatsoever for any loss or damage however caused when exercising its power to remove or dispose of such boat, property or personal effects. The Council may deduct various monies from the proceeds of sale and absolve the Council from liability for loss or damage.

21. The permit holder shall observe all Acts of Parliament, Byelaws, Regulations and Conditions governing the exercise of the rights hereby granted and maintain the boat and equipment to the standards required by the Council.
22. The Council accepts no responsibility whatsoever for any injury or damage caused by a winch/winch wire that does not have a valid certificate of examination signed by a competent mechanical engineer. If a plot containing a winch is surrendered, the winch and all associated fixtures and fittings must be removed and the plot returned to level beach unless prior written agreement to leave the winch and/or any associated fixtures and fittings has been given by the Council's Head of Property Services.

NOTES

1. This form is for the use of an applicant requiring a beach or boat plot within the area of the Dover District Council and a separate form of application must be completed in respect of each plot for which a Licence is required.

A waiting list is maintained when all the available plots at any given location are allocated.

2. The fee paid in respect of each separate application is intended to cover the cost of preparation and issue of each Licence and is payable prior to a Licence being issued.

The annual fee shall be determined by reference to the location of the beach area for which the application is made and in accordance with the directions issued from time to time by the Council. The payment of such annual fee is payable upon issue of a Licence. In the event of an application being made during the licensing year, these charges will be apportioned on a monthly basis but no refund will be made on an apportioned basis upon termination of a Licence during the licensing year. Where an applicant desires to place more than one boat on an area of beach for which he has a Licence he must first make a written request to the Council for approval and if approved an additional fee will become payable.

3. The information required from an applicant is for record purposes only. An applicant is advised in his own interest to notify the Property Services Division immediately of any change in this information. Particularly the applicant must notify the Property Services Division of the sale or purchase of any boat or other property the subject of a Licence and give the name of the new owner of such boat or other property.

4. The equipment permitted to be placed on a plot upon issue of a Licence is listed on the application form. Should there be a requirement to place an advertisement on the plot or extra items such as devices for drying nets, sheds, lobster pots or other equipment connected with fishing, then written consent must first be obtained from the Council. Likewise, should an applicant wish to sell surplus locally caught fish from his plot, a special permit must be obtained.

5. Adequate life-saving equipment as recommended by the Maritime Coastguard Agency should be provided for all persons using the boat and applicants are advised to insure against claims arising from the exercise of their rights under this Licence and the use of the beach and in particular any machinery thereon. Should an applicant intend taking off fare-paying passengers then a Pleasure Boat Licence would be necessary.

6. Where slipways and ramps are provided, boats and trailers are not to be parked upon them. A boat intended to be used more than once during the day may be left between periods of use on the beach but only in such a position that no obstruction to other persons using the beach arises and the access to the ramps and slipways is not obstructed at any time. During the hours of darkness no boat or trailer is to be left on the beach within these areas.

7. An applicant who knowingly makes a false statement when completing the application may have his Licence revoked forthwith.

8. The Council reserves the right to refuse any application or to terminate a licence should the conditions be breached.