



**LICENCE FOR THE USE OF
A COUNCIL OWNED CONTAINER
WITHIN THE CONTAINER YARD
AT RAMSGATE ROYAL HARBOUR,
RAMSGATE, KENT, CT11 9LQ**

LICENCE CONDITIONS AND REGULATIONS

1. Definitions

In these Conditions and Regulations:-

- 1.1 "Container Yard" means the Container Yard at Ramsgate Royal Harbour, Ramsgate, Kent, CT11 9LQ as shown edged red on the attached plan of which the Container Space forms part.
- 1.2 "the Council" means Thanet District Council of P O Box 9 Cecil Street Margate Kent CT9 1XZ.
- 1.3 "Container" means the Container specified in the Licence Application.
- 1.4 "Container Space" means the Container Space (specified in Clause 1 of the Licence allocated by the Council for the Licensee's use under the terms hereof)
- 1.5 "the Harbour Master" means the Council's Harbour Master for the time being or other designated officer of the Council authorised to act on his behalf or instead of him and shall include the Dock Masters and all persons acting with the authority of the Council and fulfilling the role of Harbour Master.
- 1.6 "the Licence" means the Licence of the Container Space granted by the Council to the Licensee.
- 1.7 "Licence Fee" means the Licence Fee payable for the Licence.
- 1.8 "Licence Period" means the period for which the Licence is granted.
- 1.9 "Licensee" means the Licensee named in the Licence.
- 1.10 "Payment Date" means the Payment Date specified in the Licence.
- 1.11 "the Harbour" means Ramsgate Royal Harbour, Ramsgate, Kent, CT11 9LQ.

2. Application for Licence

- 2.1 All applications must be made in writing. The applicant for a Licence must complete and sign the Licence Agreement supplied by the Council as attached to this Licence. This must be returned to the Ramsgate Royal Harbour, Harbour Office, Military Road, Ramsgate, Kent, CT11 9LQ.
- 2.2 The applicant for a Licence must be at least 18 years old.
- 2.3 No Licence will be granted or renewed unless the Licence Agreement has been properly completed signed and returned to the Ramsgate Royal Harbour, Harbour Office, Military Road, Ramsgate, Kent, CT11 9LQ.
- 2.4 For the avoidance of doubt the decision as to whether or not a Licence shall be granted or renewed shall be at the sole discretion of the Council.

3. Payment of Licence Fee

- 3.1 The Licence Fee is payable in full by the Licensee on the Payment Date. The Licensee must pay the Licence Fee in accordance with this Clause at the time due (together with any value added or other tax thereon).

3.2 The Licensee shall not be entitled to a refund of any part of the Licence Fee for any period the Container Space is not occupied or used by the Licensee (including without limitation any such period during which the Container Space may not be used because of the operation of any of the provisions of the Licence). Refunds are at the sole discretion of the Council.

4. The Container Space

4.1 The Licensee is permitted to use the Container Space for the purposes of using the allocated Container only and must not use or permit to be used in the Container Space any item or land other than the Container.

4.2 The Licensee is permitted to use the Container in the Container Space only and must not use any **different** Container Space on the Harbour from the Container Space (unless otherwise directed by the Council).

4.3 The Licensee must use the Container Space entirely at the Licensee's own risk and the Council accepts no responsibility for the safety of the Container.

4.4 The Licensee must not make any alterations or additions to the Container or Container Space. The Licensee must not carry out any work to the Container on the Container Space

4.5 It is the Council's practice only to grant a Licence to a Licensee who will make use of the Container Space. Checks may be made by the Council to ensure that the Container is being occupied by the Licensee. If after three consecutive checks have been made the Container is still unoccupied, the Council will give notice to the Licensee advising the Licensee that unless within one week the Container is occupied by the Licensee the Council will terminate the Licence.

4.6 The Licensee is to make good any damage to the Container, Container Space and Container Yard either caused by the Licensee or anyone under their duty of care arising out of this Licence.

5. The Container

5.1 The Licensee shall keep the Container at all times in a clean and tidy condition, and in a good condition.

5.2 The Licensee should not sell or otherwise dispose of the Container.

5.3 If any other items of the Licensee are found to be within the Container Yard the Council will place a notice on the unauthorised items requiring them to be removed from the Container Yard within one week. If the unauthorised items are not removed within this period of time it may be removed from the Container Yard by the Council. The Council shall (subject to compliance with statutory provisions) be entitled to sell or otherwise dispose of any unauthorised items and recover (by way of deduction from the proceeds thereof or otherwise) from the Licensee its costs and expenses incurred in the removal, storage, sale or other disposal of the unauthorised items.

5.4 Items stored within the Containers must not present a hazard to persons, property or the environment.

5.5 It is prohibited to store materials that are flammable or explosive.

5.6 The container is for storage only, and is not to be used a place of work.

6. Nuisance and other restrictions

6.1 The Licensee must not do or omit or permit or allow anything to be done or omitted on the Container Space or the Container which may be or become a nuisance or annoyance or cause or be likely to cause damage, inconvenience or danger to the Council or to the users of other Container Spaces at the Harbour.

6.2 Except with the prior written permission of the Council, the Licensee must not use the Container for or in connection with any use whatsoever other than that stated in Clause 1 of this Licence.

7. Assignment

7.1 The Licensee must not at any time assign, transfer, sub-let or part with the benefit of the Licence or any part thereof or any interest therein.

8. Statutory Obligations

8.1 The Licensee shall at all times observe all statutory requirements and any other obligations imposed by law or by any bye-laws affecting Ramsgate Harbour, and furthermore shall observe and comply with all non-statutory rules and regulations imposed from time to time by the Council.

8.2 The Licensee must at the Licensee's own expense comply with all statutory requirements and any other obligations imposed by law or by any bye-laws applicable to the use of the Container Space and must not do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Harbour.

9. Indemnity and Insurance

9.1 The Licensee shall indemnify the Council against all loss, damage, costs, claims or proceedings incurred by or instituted against the Council, its servants or agents which may be caused by the Container or other items of property belonging to the Licensee within the Container Yard or by the Licensee's servants, agents, crew, guests or subcontractors, except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Council, its authorised officers, servants or agents.

9.2 Without prejudice to 9.1 The Licensee shall indemnify the Council to a sum of not less than £3,000,000 (three million pounds) or such increased sum as shall be notified by the Council from time to time against all loss, damage, costs, claims or proceedings incurred by or instituted against the Council, its servants or agents which may be caused directly or indirectly by the Container or by the Licensee's use of the Container Space or its exercise of any right granted by this Licence or by other items of property belonging to the Licensee within the Harbour or by the Licensee's servants, agents, crew, guests contractors and or subcontractors, except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Council, its authorised officers, servants or agents.

10. Parking

- 10.1 The Licensee can take a motor vehicle into the Container Yard for the sole purpose of loading and unloading from the Container; the vehicle must not remain in the Container yard unattended.
- 10.2 Parking is not available within the Container Yard without the express consent of the Harbour Master and shall be positioned or Yarded as may be directed by the Harbour Master and the Licensee shall pay any charge that may be required. For the avoidance of doubt failure to comply with this requirement may result in a fixed penalty notice or the termination of the Licence as provided below.

11. New Conditions and Regulations

- 11.1 The Council shall be entitled to delete or vary any of the Conditions and Regulations and/or introduce new Conditions and Regulations by written notice to the Licensee.
- 11.2 The Licensee must comply with any additional Condition or Regulation which may be imposed by the Council during the Licence Period.
- 11.3 Without prejudice to Clause 11.2 above the Licensee must comply with all reasonable directions of the Harbour Master or any person authorised by him concerning the use of the Container Yard or the Container Space.

12. Termination

- 12.1 If the Licensee fails to observe or perform any of the Conditions and Regulations or if the Licensee is found not to be occupying the allocated Container following the procedure set out in Clause 4.5 above, the Licence may be determined (without prejudice to the Council's other rights and remedies in respect of any breach by the Licensee of the Conditions and Regulations) by 7 days written notice given by the Council to the Licensee.
- 12.2 The Licence may be determined by the Licensee giving not less than 7 days prior written notice to the Council.
- 12.3 Immediately upon the determination of the Licence the Licensee must forthwith remove their items from the allocated Container and the Container Yard and leave the Container and Container Yard in a clean and tidy condition.
- 12.4 If the Licensee fails to comply with Clause 12.3 above then the Council shall be entitled to remove the items of the Licensee and any equipment therein or on the Container and Container Yard at any time after 14 days from the date of expiry or determination of the Licence and recover the cost from the Licensee. The Council shall not be responsible for any damage caused by such removal or any subsequent storage which may be arranged by the Council. For the avoidance of doubt, the Council shall be entitled (subject to compliance with statutory provisions) to take possession of the Container and any such equipment and to sell or otherwise dispose of them and recover (by way of deduction from the proceeds of sale or otherwise) its costs and expenses incurred in connection with the removal, storage, sale or disposal of them together with any other sums due to the Council in respect of the Licence. The balance of the sale proceeds (if any) shall then be paid to the Licensee. The Council shall not be liable for any loss occasioned by the sale or disposal of the items of the Licensee otherwise than at the best price obtainable.

- 12.5 For the avoidance of doubt on any determination of the Licence by the Council (except as mentioned in Clause 12.2 above) the Licensee shall not be entitled to any refund of the Licence Fee.
- 12.6 The Council shall also have the right (at its absolute discretion) to terminate this licence on giving The Licensee not less than 7 days' prior written notice.
- 12.7 The Council reserves the right (at its absolute discretion) to terminate this licence upon multiple and or successive breaches and upon a substantial breach without notice with immediate effect.
- 12.8 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

13. Notices

- 13.1 All notices given by the Council to the Licensee shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the Licensee at his last known address or if affixed to some conspicuous part of the Container or to land within the proximity of the Container Space.
- 13.2 All notices given by the Licensee to the Council shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the Harbour Master at Ramsgate Royal Harbour, Harbour Office, Military Road, Ramsgate, Kent, CT11 9LQ.

14. Provisos

- 14.1 The Council shall not be liable for the death of or injury to any person or for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee arising in any way out of the grant of the Licence or the use of the Container Space.
- 14.2 Nothing in the terms of this Licence shall entitle the Licensee to exclusive use of a particular Container and no estate, right or interest therein shall be implied or deemed to be granted hereunder, and under no circumstances does any form of Landlord and Tenant relationship arise under the terms of this licence in relation to the use of any Container within the Container Yard.
- 14.3 The benefit of the Licence is personal to the Licensee.
- 14.4 The Council reserves the right to carry out any work to the Container Space, Container Yard without payment of compensation to the Licensee and if so required by the Council the Licensee shall remove their items from the Container to enable the Council to remove the Container from the Container Space whilst such works are being undertaken and return the Container to the Container Space once works have been undertaken; subject to condition 4.2.
- 14.5 The Council reserves the right to close the Container Yard upon the grounds of health and safety but (unless in cases of emergency) giving the Licensee not less than 2 days' / 48 hours' prior written notice to be displayed on both sides of the entrance / exit gate to the Container Yard. If in the Harbour Master's opinion such an act is necessary for the safety of the Container or for the safety of other users of the Harbour or for the safety of the Harbour plant or equipment, the Council shall have

the right to re-locate within the Container Yard, move, enter or carry out any emergency work on the Container and except to the extent that such re-location within the Container Yard, movement, entering or emergency work arises from the negligence of the Council, its authorised officers, servants or agents, the Council's reasonable charges in relation thereto shall be paid by the Licensee.

15. Third Party Rights

- 15.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of the Licence, the Licence is not intended to and does not give any third party any right to enforce any of its provisions.
- 15.2 Without prejudice to the generality of Clause 15.1 above, any right created by implication that a third party may have to enforce the provisions of the Licence may be rescinded or varied by the parties to the Licence without the consent of any such third party.
- 15.3 For the purposes of this Clause, the expression "third party" means any person other than a party to the Licence.

16. Interpretation

- 16.1 Wherever the context admits in the Licence words importing one gender shall be construed as including any other gender and words importing the singular shall be construed as including the plural and vice versa.
- 16.2 Any Condition or Regulation requiring the Licensee not to do an act or thing shall be deemed to include an obligation for the Licensee to use reasonable endeavours not to permit or suffer such act or thing to be done by another person.
- 16.3 The Clause headings do not form part of the Licence and shall not be taken into account in its construction or interpretation.

