



North Sunderland Harbour

Safety Management System

Section 13 – Berthing Agreement

THIS BERTHING LICENCE is made on day of 2024

Parties

- (1) **NORTH SUNDERLAND HARBOUR COMMISSIONERS** of Harbour Road, Seahouses, Northumberland, NE68 7RN ("**NSHC**"); and
- (2) (the "**Licensee**").

Agreed Terms

1. Interpretation

1.1 The following definitions apply in this Licence:

"Amenity" means the type of berthing, mooring and/or shore storage facility to be provided by NSHC to the Licensee in relation to the Vessel.

"Berth" means the space on water or land within the Premises allocated to the Vessel by NSHC from time to time during the duration of Licence.

"Common Parts" means the service yards, forecourts, landscaped areas, pedestrian walkways, accessways, refuse facilities and fire escapes within the Premises and all other areas or parts of the Premises and amenities within the Premises which from time to time are provided by NSHC for common use and enjoyment by the tenants and occupiers of the Premises and all persons expressly or by implication authorised by them.

“Facilities Charge” means a fair and reasonable proportion of the costs of all electricity and other charges levied in respect of such services used by the Licensee at the Premises together with charges levied in respect of any other facilities as may be agreed by the parties to be provided by NSHC from time to time during the Licence Period.

“Force Majeure Event” means any of the following events or conditions: an act of God; any Government requisition, control, sanction, intervention, requirement or interference; any circumstances arising out of war, threatened act of war or warlike operation, act of terrorism, sabotage or piracy, or the consequence of such circumstances; riot, civil commotion, blockade or embargo; epidemic, pandemic or equivalent public health emergency; earthquake, landslide, flood, storm or other severe weather condition, explosion, fire, natural disaster; failure, shortage or restriction of electric current, oil or gas, collision or stranding; import/export restrictions, supplier insolvency, destruction of the whole or part of the Premises; strike, lockout or other industrial action; or any other similar event or condition beyond the reasonable control of NSHC.

“Harbour” means any part of North Sunderland Harbour, Seahouses, the limits of which are described in the North Sunderland Harbour Order 1931 (as may be amended from time to time), which is covered by water at mean high water spring tides.

"Licence Fee"	means the amount of £4,000.00 + VAT per vessel (vessel as detailed below) per annum, which for the avoidance of doubt shall exclude the Facilities Charge.
"Licence Period"	means the period from 1 st April 2024 until 31 st March 2025 inclusive, unless terminated sooner under clause 11 or 12.
"Premises"	means the premises (including the Harbour, docks, quays, piers, wharves, berths, locks, breakwaters, jetties, slipways, landing places, harbour walls, wave walls, rock revetments, yards, roads, car parks, sheds, other buildings and all other works and conveniences, land and premises) which are vested in, leased to or occupied or administered by NSHC as part of its undertaking at North Sunderland Harbour, Seahouses.
"Regulations"	means those regulations (if any) made by NSHC as the same may be amended from time in accordance with clause 10, which NSHC in its absolute discretion, considers necessary to enable NSHC or those using the Premises to comply with applicable legal requirements or for the safety or security or good management of the Premises.
"Vessel"	means the named vessel identified in Schedule 1.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedules form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** includes e-mail, SMS, WhatsApp or other electronic form of communication.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use all reasonable endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this Licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of NSHC and the Licensee under this Licence are joint and several.
- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to Occupy

- 2.1 In consideration for the Licensee paying the Licence Fee, NSHC shall provide to the Licensee the Amenity in the Premises in relation to the Vessel for the duration of the Licence Period (the “Licence”).
- 2.2 The Licence Fee shall be payable by the Licensee in full, on or before the commencement of the Licence, and shall be subject to VAT.
- 2.3 The Licensee shall pay the Facilities Charge on receipt of invoices issued by NSHC.
- 2.4 The Licence shall end on expiry or termination of the Licence Period and shall not be automatically renewed.
- 2.5 The physical layout of the Premises and the operational requirements of NSHC are such that NSHC shall retain absolute discretion as to the utilisation of space within the Premises. Nothing in the Licence entitles the Licensee to the exclusive use of any particular space within the Premises. The benefit provided by NSHC pursuant to the Licence is accordingly merely a licence to occupy whichever Berth may be from time to time allocated to the Vessel by NSHC.
- 2.6 The Vessel shall be returned to the Berth when in harbour and not engaged in embarking/disembarking and shall not be allowed to lie elsewhere within harbour limits unless by permission of the Harbour Master.
- 2.7 The Vessel shall not impede access to the fuelling facility of passenger boarding facility for any other vessels when not fuelling or loading passengers in the vessel named herein.
- 2.8 NSHC is entitled to make use of the Berth at any time that it is not occupied by the Vessel.
- 2.9 The Licensee may not use the Berth for a vessel other than the Vessel, either temporarily or permanently, without the prior written consent of NSHC.
- 2.10 The Licence is personal to the Licensee and relates exclusively to the Vessel named herein. Where the Licensee is a company, partnership or limited partnership the Licence is personal to the Licensee with the same ownership and management as at the date of the Licence.

3. Condition and Operation of Vessel

- 3.1 The Licensee shall ensure that at all times the Vessel is maintained in a clean and tidy state and in a seaworthy or navigable condition (as appropriate), properly equipped and correctly licenced, crewed, certificated and insured for all trades in which it is operated or advertised for operation.
- 3.2 The Licensee shall ensure that, while underway within the Harbour, the Vessel is manoeuvred and navigated:
- 3.2.1 with reasonable skill and care;
 - 3.2.2 in accordance with any applicable speed limits and any other applicable laws or regulations; and
 - 3.2.3 in such a manner so as not to endanger or inconvenience any other vessels in the Harbour.
- 3.3 The Licensee shall ensure that, while moored within the Harbour, the Vessel is appropriately secured using such number of fenders and warps of sufficient size and strength and in such configuration as may be appropriate to the Vessel, the mooring and the anticipated weather conditions. Unless otherwise agreed in writing by NSHC, such fenders and warps shall be provided by the Licensee.

4. Vessel Movements

- 4.1 NSHC reserves the right to move or require the Vessel to be moved and any associated gear and equipment at any time for reasons of safety, security or good management of the Premises.
- 4.2 Use of the slipways and quays for launching and hauling out of the Vessel shall be charged at NSHC's published scale of charges. The Licensee shall promptly pay any such charges.

5. **Liability and Insurance**

- 5.1 NSHC shall not be liable for any loss or damage of whatsoever nature caused by a *Force Majeure* Event; this extends to loss or damage to the Vessel, its gear, equipment or other property whilst in the Premises and to harm to persons entering the Premises and/or using any of NSHC's facilities or equipment therein.
- 5.2 NSHC shall have no liability to the Licensee if NSHC is prevented from or hindered in performing its obligations under the Licence as a consequence of a *Force Majeure* Event.
- 5.3 NSHC shall take reasonable and proportionate steps (having regard to the nature and scale of the Premises and NSHC's undertaking) to maintain NSHC's own facilities and equipment at the Premises in reasonable working order. However, while on the Premises the Vessel, its gear, equipment and other property shall be and remain at the Licensee's own risk and the Licensee should ensure that their own personal, property and marine insurance policies adequately cover such risks.
- 5.4 NSHC shall not be under any duty to salvage or preserve the Vessel or other property unless NSHC has been expressly engaged to do so by the Licensee on commercial terms. Nevertheless, NSHC reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so, NSHC shall be entitled to charge the Licensee on a normal commercial charging basis and, where appropriate, to claim a salvage reward.
- 5.5 The Licensee shall and shall ensure that every other person on board or accessing the Vessel, including skippers and crew and passengers shall comply with all applicable laws and regulations governing or relating to the management and conduct of the Vessel.
- 5.6 The Licensee shall maintain valid and adequate insurance at all times during the Licence Period in relation to the Vessel, including third party liability cover for not less than £3,000,000, against wreck removal and salvage and, where appropriate, Employers' Liability cover or P&I risks to at least the statutory minimum. The Licensee shall produce evidence to NSHC of such insurance within 7 days of a request to do so.

5.7 The Licensee shall not terminate or do anything to vitiate its insurance.

6. **Sleeping Aboard**

6.1 The Licensee shall not (and shall not allow anyone else to) use the Vessel for sleeping aboard without obtaining NSHC's prior written consent, which may be withheld in NSHC's absolute discretion or granted on such terms as NSHC sees fit.

7. **Storage**

7.1 The Licensee shall stow any dinghies, tenders or rafts aboard the Vessel unless NSHC allocates a separate facility for them.

8. **Parking**

8.1 The Licensee and their crew and passengers shall comply with the directions of NSHC regarding the parking of vehicles in the Premises. The Licensee shall not (and shall not allow anyone else to) use a vehicle parked in the Premises for overnight accommodation.

8.2 Other than for loading or unloading, vehicles are not to be parked on the Middle Pier.

9. **Access to & Work on the Vessel**

9.1 The Licensee shall not (and shall not allow anyone else to) undertake any work on the Vessel, its gear, equipment or other goods while on the Premises without NSHC's prior written consent, other than minor running repairs or minor maintenance of a routine nature carried out by the Licensee or their regular crew, not causing any nuisance or annoyance to any other users of the Premises or any other premises or any person residing in the vicinity, nor interfering with NSHC's schedule of work, nor involving access to prohibited areas. NSHC's consent shall not be unreasonably withheld.

- 9.2 Where the Amenity comprises or includes storage ashore, NSHC may restrict the Licensee's access to the Vessel and, where appropriate (having regard to the nature and scale of the Premises and NSHC's undertaking), NSHC may prohibit the Licensee from accessing the Vessel while it is stored ashore.

In the period 30th November – 31st March, the licensee may seek permission from the Harbour Master to place the Vessel on an agreed area of hard standing for repairs.

- 9.3 Use of the hardstanding will be free to the Licensee for a period of up to 14 days, after which a charge will be levied.
- 9.4 Use of the hardstanding will be subject to proof of the existence of insurance against third party and public liabilities.
- 9.5 Hard standing of the Vessels is at the owner's risk, each vessel owner is responsible as to how they chock/support their own vessels and to make sure adequate means/measures are in place to keep the general public away from such areas.

10. Regulations

- 10.1 The Licensee shall and shall ensure that any other person on board or accessing the Vessel while in the Premises (excluding NSHC) does, observe the Regulations set out in Schedule 2 and such other Regulations as may be published from time to time by NSHC, including any Health, Safety and Environmental policies.
- 10.2 NSHC shall supply the Licensee with a copy of the Regulations current at the time of granting the Licence. NSHC reserves the right to introduce new Regulations where required on legal grounds or for the safety or security or good management of the Premises, and to amend such Regulations as from time to time may be necessary. Such Regulations and any amendments to them shall become effective on being displayed on NSHC's public notice board or other prominent place at the Premises, and a breach of any of the Regulations shall amount to a breach of the Licence.
- 10.3 The Licensee shall and shall ensure that any other person on board or accessing the Vessel while in the Premises (excluding NSHC) does, report to NSHC all accidents involving injury to any person or damage to any public or private property that occur in the Premises as soon as reasonably possible after they occur.

- 10.4 The Licensee shall and shall ensure that any other person on board or accessing the Vessel while in the Premises (excluding NSHC) does, not operate any noisy, noxious or objectionable engine, radio, or other apparatus or machinery within the Premises so as to cause any nuisance or annoyance to any other users of the Premises or to any person residing in the vicinity.
- 10.5 The Licensee shall and shall ensure that any other person on board or accessing the Vessel while in the Premises (excluding NSHC) does, not throw any refuse overboard or dispose of it anywhere in the Premises, other than in the receptacles provided by NSHC or by removal from the Premises.
- 10.6 Landing Dues are to be submitted to the Harbour Clerk within a week of the previous months end. This includes months of nil returns.
- 10.7 NSHC are to be advised immediately re the sale of the vessel named herein.
- 10.8 The Licence is non-transferable and is only valid for the vessel named herein.
- 10.9 Permission must be sought and received before a new vessel can be berthed within the harbour bounds.

11. Termination by NSHC

- 11.1 NSHC has the right (without prejudice to any other rights in respect of breaches of the terms of the Licence by the Licensee) to terminate the Licence in the following manner in the event of any breach by the Licensee of any term of the Licence:

- 11.1.1 Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of NSHC or the reputation of NSHC and/or of NSHC's customers and visitors and if the breach is capable of remedy, NSHC may serve notice on the Licensee specifying the breach and requiring them to remedy the breach within a reasonable time specified by NSHC. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property or involves a prima facie breach of licence conditions the time specified for remedy may be immediate.

- 11.1.2 If having been served with notice under clause 11.1.1 the Licensee fails to effect a remedy within the specified period of time, or if the breach is not capable of remedy, NSHC may serve notice of termination on the Licensee requiring them to remove the Vessel from the Premises immediately.
- 11.2 If the Premises are so damaged or NSHC's operations are so prevented, impeded or interfered with as a consequence of a *Force Majeure* Event to render it likely that NSHC shall be unable to provide the Amenity to the Licensee for the remainder of the duration of the Licence then NSHC may terminate the Licence by giving written notice to the Licensee.
- 11.3 If NSHC terminates the Licence in accordance with clause 11.2 then NSHC shall refund to the Licensee that part of the Licence Fee which relates to the period from the date on which the *Force Majeure* Event occurred until the end of the Licence Period.
- 11.4 The Licence shall terminate immediately and without notice on the death of the Licensee or in the case of a Licensee which is a company in the event that the Licensee has a petition presented for its winding up or administration which is not discharged within fourteen (14) days of presentation or any other action is taken with a view to its winding up, or if the Licensee becomes bankrupt or makes any arrangement with his creditors or has a receiver or manager or administrator or liquidator appointed in respect of any of its assets, or ceases or threaten to cease to carry on business, without prejudice to the accrued rights of NSHC.
- 11.5 The Licence shall terminate immediately and without notice on the sale, transfer or other disposition, including any time charter or lease, of the Vessel by the Licensee.

12. Termination by Licensee

- 12.1 The Licence may be terminated on three months' written notice being given by the Licensee to NSHC. In this event NSHC shall be entitled to recalculate the Licence Fee using the rate or rates that would have been applicable to the actual period of the Licence instead of the annual rate; the amount so calculated not to exceed the annual rate originally agreed. If this recalculation results in a balance payable to NSHC then the Licensee shall pay that balance before removing the Vessel from the Premises. If there is a balance in favour of the Licensee NSHC shall pay it to the Licensee upon the departure of the Vessel from the Premises.
- 12.2 Any notice of termination served by the Licensee under this clause shall be served in accordance with clause 15.

13. NSHC's Rights Following Termination

- 13.1 If the Licensee fails to remove the Vessel on termination of the Licence (whether under clause 11 or 12 or otherwise), NSHC shall be entitled:
- 13.1.1 to charge the Licensee at NSHC's 24 hour rate for overnight visitors for each day between termination of the Licence and the actual date of removal of the Vessel from the Premises; and/or
- 13.1.2 at the Licensee's risk (save in respect of loss or damage directly caused by NSHC's negligence or other breach of duty during such removal) to remove the Vessel from the Premises and thereupon secure it elsewhere and to charge the Licensee with all costs reasonably incurred by NSHC in connection with such removal including alternative berthing fees; and/or

- 13.1.3 if the Vessel is derelict, to dismantle, destroy and/or dispose of the Vessel and to charge the Licensee with all costs reasonably incurred by NSHC in connection with such dismantling, destruction or disposal.
- 13.2 The occupation of the Berth by the Vessel is subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers on NSHC a right of sale in circumstances where the Licensee fails to collect or accept re-delivery of the Vessel (and/or any other property left in the Premises) following termination of the Licence. Such sale shall not take place until NSHC has given notice to the Licensee in accordance with the Act. For the purpose of the Act, it is recorded that:
- 13.2.1 the Licence is granted to the Licensee by NSHC on the basis that the Licensee is the owner of the Vessel, and that the Licensee shall take delivery or arrange collection of the Vessel (and/or any other property left in the Premises) following termination of the Licence.
- 13.2.2 NSHC's obligation as custodian of the Vessel (and/or any other property left in the Premises) ends on its notice to the Licensee of termination of that obligation;
- 13.2.3 the place for delivery and collection of the Vessel (and/or any other property left in the Premises) shall be at the Premises, unless agreed otherwise.
- 13.3 Maritime Law entitles NSHC in certain other circumstances to bring an action against the Vessel to recover a debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of the Vessel may also occur through the ordinary enforcement of a judgment debt against the Licensee.
- 13.4 NSHC reserves a general right (a "general lien") to detain and hold onto the Vessel or other property pending payment by Licensee of any sums due to NSHC. If the Licence expires by effluxion of time or is terminated while NSHC is exercising this right of

detention NSHC shall be entitled to charge the Licensee at NSHC's 24 hour rate for overnight visitors for each day between termination or expiry of the Licence and the actual date of payment (or provision of security) by the Licensee and removal of the Vessel from the Premises. The Licensee shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a bank or a cash deposit sufficient to cover the debt with interest, and where the debt is contested a reasonable provision for NSHC's prospective legal costs.

- 13.5 Termination of this Licence shall not affect NSHC's rights in connection with any breach of any obligation under this Licence which existed at or before the date of termination.

14. Address Details and Subsequent Change of Details

- 14.1 The Licensee shall supply to NSHC details of the Licensee's address, which cannot be the address of the Premises. The Licensee shall produce evidence to NSHC of such address within 7 days of a request to do so.
- 14.2 The Licensee shall notify NSHC in writing (which includes by email) of any change of name of the Vessel or change of address or telephone number of the Licensee, within 7 days of such change taking place.

15. Notices

- 15.1 Any notice given under this Licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

- 15.1.1 to NSHC at: Harbour Office, Harbour Road, Seahouses, NE68 7RN and marked for the attention of the Harbour Commissioners or by email to harbourmaster@nsh.org.uk; and
 - 15.1.2 to the Licensee at: XXXX ADDRESS XXXX and marked for the attention of XXXX or by email to XXXX or as otherwise specified by the relevant party by notice in writing to the other party.
- 15.2 Any notice given in accordance with clause 15.1 shall be deemed to have been received:
- 15.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 15.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - 15.2.3 if sent by email, on receipt of a delivery return email.
- 15.3 This clause 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. **No Warranties for Use or Condition**

- 16.1 NSHC gives no warranty that the Berth is safe or physically fit to accommodate the Vessel.
- 16.2 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of NSHC before the date of this Licence as to any of the matters mentioned in this Licence and (without prejudice to the generality of the foregoing) in clause 16.1.
- 16.3 Nothing in this clause 16 shall limit or exclude any liability for fraud.

17. Limitation of NSHC's liability

17.1 Subject to clause 17.2, NSHC is not liable for:

17.1.1 the death of, or injury to the Licensee, its employees, customers or invitees to the Premises; or

17.1.2 damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Premises; or

17.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Site in the exercise or purported exercise of the rights granted by clause 2.

17.2 Nothing in clause 17.1 shall limit or exclude NSHC's liability for:

17.2.1 death or personal injury or damage to property caused by negligence on the part of NSHC or its employees or agents; or

17.2.2 any matter in respect of which it would be unlawful for NSHC to exclude or restrict liability.

18. Third Party Rights

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

19. Governing Law

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

This Licence has been entered into on the date stated at the beginning of it.

Schedule 1

Licensed Vessel Particulars

1. The name of the vessel in this license is the "XXXXXXXXXX"
2. Owners Details:
 - a. Name:
 - b. Address:
 - c. Telephone:
 - d. Email:
3. Skippers Details, if different from Owner:
 - a. Name:
 - b. Address:
 - c. Telephone:
 - d. Email:
4. Length Overall:
5. Waterline Length:
6. Hull type and Construction (Cat / Monohull / GRP / Steel etc)
7. Beam:
8. Draught:
9. Hull Colour:
10. Deckhouse Colour:
11. Fuel Type:
12. Details of Tender carried:
13. Passenger carrying capacity (if appropriate):
14. Fish Hold capacity (if appropriate):
15. Port Registration Number and details:
16. MCA Coding Details:
17. Insurer Name and Policy Number:

Schedule 2 Regulations

The Licensee shall:

- (a) keep the Berth and its environs clean, tidy and clear of rubbish and to hand it back to NSHC at the end of the Licence Period in a clean and tidy condition having first made good all damage caused to the Berth and NSHC's own equipment, goods and chattels by the Licensee or by any employees, servants, agents, visitors or contractors that the Licensee allows to access the Vessel;
- (b) not make any alteration or addition whatsoever to the Berth;
- (c) not display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Berth or elsewhere in NSHC's Property or the Premises, without the prior written consent of NSHC;
- (d) not do or permit to be done in the Premises anything which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to NSHC or to occupiers of the Premises or any owner or occupier of neighbouring property;
- (e) not cause or permit to be caused any damage to:
 - (i) the Premises, the Berth or any neighbouring property; or
 - (ii) any property of the owners or occupiers of the Premises or any neighbouring property;
- (f) not obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;

- (g) not apply for any planning permission in respect of the Premises or the Berth;
- (h) not do anything that will or might vitiate in whole or in part any insurance effected by NSHC in respect of any part of the Premises from time to time;
- (i) comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Berth;
- (j) Use only the metered electrical and water utility service provided and nominated specifically for the licensee. Invoices for services used will be sent separately by the licensee.
- (k) not bring anything into the Premises that would overload or strain the structure or the electricity installations of the Premises;
- (l) observe any reasonable and proper rules and regulations NSHC makes and notifies to the Licensee from time to time governing the Licensee's use of the Berth and the Common Parts;
- (m) not pollute the Berth or any of the conducting media serving the same and not to cause the Berth to become contaminated;
- (n) not use the Berth for any activity which is dangerous, noisy or offensive;
- (o) maintain in full force and effect adequate insurance of all equipment that the Licensee brings into the Premises;
- (p) indemnify NSHC and keep NSHC indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from any breach by the Licensee of any undertaking or term of this Licence; and

(q) pay to NSHC interest on the Licence Fee or other payments at the statutory rate calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this Licence on its due date (whether formally demanded or not).

Signed by XXXXXX for and on behalf of) Date –
North Sunderland Harbour Commissioners)
)
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Position

Signed by XXXXX for and on behalf of) Date -
the **Licensee**)
)
Director / Principal