

## WHEELERS BAY TERMS AND CONDITIONS 2022/2023

The use of the boat park site is subject to the following Terms & Conditions. The receipt of the signed Declaration & Indemnity shall be regarded as your acceptance of the Terms & Conditions detailed.

1. Spaces are let on an annual basis from 1 April to 31 March. No fee reduction will be made for anyone acquiring a space late in the season or surrendering the space early.
2. All spaces must be occupied by a seaworthy boat or craft for which the permit has been issued and not left unused / empty.
3. The permit is personal to the applicant and **may not be transferred to or for the benefit of another person for any reason**. The permit is not valid unless the required fee is paid in full, in advance.
4. The permitted use shall be for the purpose of placing thereon the boat or craft described overleaf.
5. The boat bay shall not be used as a storage facility and shall only be utilised for craft that are actively used for sailing purposes only
6. The permit holder undertakes to keep the space clean, tidy and litter-free and to notify the Council if the boat or craft is replaced with another.
7. The boat or craft shall not exceed 4.5 metres (15 feet) in length, unless by prior arrangement with the Commercial Services Department.
8. No crafts or equipment of any description are to be placed behind the sleeper wall at Bays 32 to 39.
9. The boat and trailer must fit in the allocated space and not cause any obstructions to the Revetment, Public Rights of Way or any adjoining driveways.
10. The official boat permit shall be clearly displayed on the boat or craft.
11. When not in use, the boat or craft shall be immobilised by the removal of oars, drain plugs, engine, etc, and any petroleum fuels and flammable materials taken away.
12. All boats or crafts **must be insured by the permit holder for Public Liability** for a sum of not less than £3,000,000 (Three million pounds). This is to ensure that the Isle of Wight Council is indemnified against all third party claims. A copy of the valid insurance policy is to be held by the Commercial Services Department, if the policy expires during the period of the permit, it is the permit holder's responsibility to provide a copy of the renewed policy to the Commercial Services Department.
13. The Council will not accept responsibility for any loss and damage, which may be caused to the boat, craft or trailer, however the loss or damage may occur.
14. The use of vehicles to and from the boat park will be allowed, provided the car is placed in the space allocated to the owner's boat and not left obstructing any area. When driving along the revetment a maximum speed of 5mph must be adhered to with the vehicle's hazard lights on. Special care must be taken when approaching and passing pedestrians. All gates must be locked on entry and departure from the site. A key for the gate may be obtained from the IW Council Commercial Services Department, on 01983 821000. A refundable deposit of £50.00 per key is payable on collection and refunded when the permit expires and the key/s are returned.
15. Permit holders are only entitled to drive to their allocated space and not along the full length of the revetment. Wheeler Bay – West Bays 1 to 31a, access is to be gained from Ventnor Town and East, Bays 32 to 39 from Bonchurch/Wheelers Bay.
16. Any correspondence given by the Commercial Services Department to the permit holder shall be sent to the permit holders postal address or email address, which is held on Commercial Services Department records. It is the permit holder's responsibility to notify Commercial Services of change of address.
17. From time to time, to allow essential works to be carried out on the site permit holders will be asked to remove their craft from its allocated space. The minimum period of notice that will be given is 7 days; such notice may be verbal or in writing, at the council's discretion. If the Council has to undertake the removing of any boat or craft the permit holder shall be invoiced for the work and time involved.
18. All boats or crafts shall be subject to inspection by the Council's authorised officer.

19. To help with identification of boats or crafts when site inspections are carried out and to check the Public Liability insurance submitted, it is required that a clear photo of the boat or craft (in situ at Wheelers Bay) is submitted with the application.
20. Boats or crafts found to be in an unsatisfactory or dangerous condition shall not be permitted to be on site. The decision of the Council's authorised officer as to the boats or crafts condition shall be final.
21. The Council reserves the right to remove any boat or craft deemed to be in an unsatisfactory condition or for non-payment of annual fee, no valid insurance record on file or not displaying a valid permit. The Council cannot be held responsible for any damage which may occur to the vessel if moved by the Council's contractor in these circumstances.
22. If, on inspection, a different boat or craft is found to be occupying a space other than that detailed on the application form, this will be removed to the Council's depot.
23. A charge will be levied for the removal and storage of any craft/trailer and full payment will be required prior to its release. The weekly storage cost is £56.40 per week.
24. If a craft/trailer stored by the council is not claimed within 6 months of the date of the first correspondence, the Council reserve the right to dispose of the craft/trailer, in any manner they see fit, and will seek to recover any costs incurred.
25. Replacement permits will be charged at £28.08 per issue.
26. Where applicable permit cancellations will be subject to an administration charge of 20% of the annual permit fee.
27. It is important that boat users should be competent, with due regard being paid to the codes relating to safety on the water. Attention is particularly drawn to the prevailing conditions at Wheelers Bay. These are not ideal for launching small boats and only experienced persons should attempt to do so and then, only in favourable wind and sea conditions.
28. **If there are any breaches of the conditions contained herein, the permit shall be forthwith cancelled.**

#### **General Data Protection Regulation Statement - GDPR**

The Isle of Wight Council is the data controller for the personal information you provide. The council's Data Protection Officer, Head of Legal Service and Monitoring Officer can be contacted at [dpo@iow.gov.uk](mailto:dpo@iow.gov.uk) You can contact the council by phone on 01983 821000, or by writing to us at County Hall, High Street, Newport, IW, PO30 1UD.

Your information will be used to allow the Council to administer your annual Boat Park Permit. In accordance with Data Protection law, the legal basis for this for the performance of a task carried out in exercise of official authority: Your information may be shared with other council departments and external bodies including the Police.

We will keep your personal data whilst you continue to hold a permit and for 1 year after you have terminated your agreement or as long as we are required to do so under relevant legislation. You can view our retention schedule by visiting [www.iwight.com/documentlibrary/view/retention-policy-2011](http://www.iwight.com/documentlibrary/view/retention-policy-2011)

For further details on how your information is used; how we maintain the security of your information; and your rights, including how to access information we hold on you, and how to complain if you have any concerns about how your personal details are processed, please visit [www.iwight.com](http://www.iwight.com) or email [dpo@iow.gov.uk](mailto:dpo@iow.gov.uk).