

# West Kirby Marine Lake

## Terms and conditions for licence holders

1. The charge for a lake licence includes payment for a numbered plate or tag, and permit, which are supplied by the council. **During the period of Covid-19 restrictions only the lake licence permit will be issued in the form of an email generated when the lake licence is purchased.**

### Plates and Tags

- (a) Windsurf: During the currency of this licence the owner shall display the current licence from their vehicle.
  - (b) Dinghy: During the currency of this licence the owner shall display on the outside of the transom of the said boat, the coloured and numbered plate, such plate so placed as to be legible from a distance.
  - (c) Canoe, kayak and SUP: During the currency of this licence the owner shall display the current licence from their vehicle.
2. West Kirby Sailing Club members (i.e. South end launchers) are entitled to also launch from the North end.
  3. North end launching licence holders shall not be entitled to use the South end launching facilities, unless permission has been granted.
  4. The owner shall obey the reasonable direction of the Council or of any person authorised by the Council in all matters appertaining to this licence.
  5. Restrictions will be enforced during special events.
  6. In the interest of Public safety, lake users are requested to co-operate with officers of the Wirral Borough Council, or their authorised agents. In this respect, whilst not wishing to impose any unnecessary constraints on lake users, there may be occasions when the lake is heavily congested with craft, and lake users may be required to either restrict their sailing to specific areas of the lake, or remove their craft from the water.
  7. The said craft shall not at any time be stored on the said lake slipways, jetties, lake surround or any part thereof.
  8. The Council do not guarantee that there is, or will be in the Marine Lake, a sufficient depth of water for the said craft, and in particular reserve the right to drain the water for repairs or maintenance whenever it considers this to be necessary.
  9. The owner shall not transfer any benefit or privilege created by this licence.
  10. The craft shall be at the risk of the owner throughout the period when it is on the property of the Council; the Council, its officers, servants and licensees do not accept any responsibility or liability in respect of any damage, loss or theft of the boat or any vehicle, equipment or personal belongings of the owner. The licence holder must indemnify and hold the Council, its officers, servants and licensees harmless in respect thereof.

11. The owner shall not let the said craft for hire or reward, nor shall the said craft be allowed unreasonably to interfere with the working of other craft or cause any nuisance, annoyance or obstruction to other users of the lake.
12. Notwithstanding, this licence, the Council shall be at liberty:
  - (a) To empty the Marine Lake whenever they think proper for the purpose of examination and repair
  - (b) To dredge the Marine Lake or any part of it and for that purpose to place on the Marine Lake dredging and other machines and apparatus
  - (c) To make bye-laws relating to the Marine Lake
  - (d) To prohibit the use of the said craft on the Marine Lake during such days as they shall see fit.
13. This licence shall become immediately void and of no effect
  - (a) If the licence holder or any person acting through him or on his behalf shall fail strictly to observe and perform all of the aforementioned terms and conditions
  - (b) If a notice in writing withdrawing this licence is served on the licence holder by being delivered or sent by post to the above mentioned address of the licence holder
14. No fee or consideration paid to this Council for this licence, nor any part thereof shall be returnable to the licence holder under any circumstances whatsoever.
15. The Council reserve the right to alter or vary at any time the conditions hereof.
16. Owners must throughout the term of the licence hold a current third party insurance policy for the craft (to cover £2,000,000), and must produce the policy to an authorised officer of the Council within seven days of receiving a written request to do so.
17. Wirral Borough Council strongly advises ALL users to wear an adequate buoyancy aid of a suitable standard.
18. Wirral Borough Council is NOT responsible for providing Rescue Cover to lake users.

**SWIMMING IN THE LAKE IS NOT PERMITTED**