

THE CROWN ESTATE ORIGINAL LICENCE

LICENCE NO. 343

E. THE CROWN ESTATE COMMISSIONERS acting in exercise of the powers of the Crown Estate Act 1961 on behalf of the Queen's Most Excellent Majesty (who acting in exercise of the powers of the Crown Estate Act 1961) hereby grant right of mooring to the Licensee at Carrick Castle, Carrick Castle, Loch Goll, Argyll

and to repair and renew each mooring(s) together also with right to use the same for the purpose of mooring the vessel(s) for which such mooring(s) is (are) suitable at that on the following terms and conditions.

This Agreement will come into force on the 1st day of March 1989 and will last until terminated as hereinafter mentioned.

The Licensee undertakes to pay to the Commissioners per their agents, The Clyde Mooring Committee, at the office of the Clyde Port Authority, 16 Robertson Street, Glasgow, the annual consideration as hereinafter specified plus VAT, which annual consideration will be subject to review in respect of the amounts payable on and after the 1st day of March 1993 or on and after such later date as the Commissioners may decide:-

(a) on the 1st day of March 1988 the sum of £ N/A
 (b) on the 1st day of March 1989 the sum of £ 198.00
 (c) on the 1st day of March 1990 and on the 1st day of March in each year until review as aforesaid the sum of £ 253.00

The Licensee further undertakes as follows:-

- 3.1 to pay all rates, taxes, charges and assessments of whatever nature leviable in respect of the right hereby granted.
- 3.2 at all times to keep the said mooring(s) in good, safe and substantial order and condition and not to alter the position of the mooring(s) without the previous written consent of the Commissioners.
- 3.3 at all times when called upon by the Commissioners or The Clyde Moorings Committee as their agents aforesaid and to their satisfaction to alter the position(s) of the mooring(s) to such position(s) as may be required by the Commissioners or their said agents and following such alteration this Agreement shall continue to apply and shall otherwise remain unchanged.
- 3.4 to make good to the satisfaction of the Commissioners any damage or injury that may arise from or be caused by the maintenance, repair, alteration or renewal of the mooring(s) or by any failure or defect therein and to indemnify Her Majesty and Her Successors and the Commissioners and The Clyde Moorings Committee from and against all actions, proceedings, claims, demands, costs and expenses consequent upon the exercise by the Licensee of the right hereby granted and upon any fault or defect in the mooring(s).
- 3.5 to exercise the right hereby granted with due regard to such rights of navigation and fishing as exist and not to do or permit to be done on any vessel using the mooring(s) any act or thing which is an annoyance, nuisance or disturbance to the owners or occupiers of neighbouring property or to the public or to the crews of vessels moored or anchored nearby.
- 3.6 not to assign or otherwise dispose of the right hereby granted to any

MEMORANDUM

This is a Memorandum of Variation of the Moorings Licence No. 343 between the Crown Estate Commissioners and Carrick Castle Boat Club (David G. Searlor)

dated the 19th day of February 1989 and the 19th day of February 1989 in terms of the said Licence.

It is hereby agreed between the parties as follows:-

1. The specification of the mooring(s) specified in the Schedule to the said Licence is held to be deleted and the following specification is to be substituted therefore:-

Number of Moorings: **thirteen**

Location of Moorings: **Carrick Castle, Loch Goll** but excluding areas designated as anchorage areas or otherwise not available for permanent moorings. (To be displayed on the buoys): **07995-999 + 1614-1619 + 1627-1629**

2. The sums which are specified at (b) and (c) of Clause 2 of the Licence as payable by the Licensee to the Commissioners (being £ 198.00 and £ 253.00 respectively) are held to be deleted and £ N/A and £ 259.00 respectively are substituted to be read in their place.

3. Save insofar as hereby varied the whole terms of the said Licence shall continue in full force and effect.

IN WITNESS WHEREOF these presents are executed as follows:-

By the Licensee at **CALADH, CARRICK CASTLE, LOCH GOLL** On the **2** day of **MARCH** **Nineteen**

[Signature] Signature (Witness)

[Signature] Address

[Signature] Designation

[Signature] X Licensee

[Signature] X Signature (Witness)

[Signature] Address

[Signature] Designation

[Signature] X Signature (Witness)

[Signature] Address

[Signature] Designation

By Her Majesty's Crown Receiver at Edinburgh on the **19** day of **March** **Nineteen**

[Signature] Signature (Witness)

[Signature] Signature (Witness)

[Signature] (Crown Estate Receiver)

both Civil Servants in the Crown Estate Office, Edinburgh

3.7 using suitable materials to display upon the mooring buoy(s) the number(s) allocated thereto in terms of the Schedule hereto and also to attach thereto the Licence disc(s) supplied.

4. If the Licensee at any time allows the sum payable in terms of Clause 2 hereof to be in arrear for 21 days after it has become due or if there is any non-observance or non-performance of the provisions and obligations of this Agreement the Commissioners may by written notice to the Licensee terminate this Agreement as from the date stated in such notice.

5. This Agreement will continue in force subject to the terms of Clause 4 hereof until terminated by the Commissioners by at least one calendar month's written notice expiring at any time of the year or by the Licensee giving a similar notice to the Commissioners at the said office of The Clyde Moorings Committee.

6. The interpretation and meaning of this Agreement and of any documentation or agreement supplemental hereto, the rights and obligations of the parties and any questions arising at any time between the parties hereunder or thereunder shall be determined in accordance with the Law of Scotland and the parties hereto if not otherwise subject to the jurisdiction of the Scottish Courts hereby severally prorogate the non-exclusive jurisdiction of the Scottish Courts.

7. In this Agreement the singular is deemed to include the plural and the masculine to include the feminine and neuter.

8. Within one calendar month of the termination of this Agreement the Licensee will remove the mooring(s) at his expense and in default thereof the mooring(s) may be removed by the Commissioners at the expense of the Licensee.

IN WITNESS WHEREOF these presents are executed as follows:-

By the Licensee at **CALADH, CARRICK CASTLE, LOCH GOLL** on the **10th** day of **FEBRUARY** **Nineteen**

[Signature] Signature (Witness)

[Signature] Address

[Signature] Designation

[Signature] (Licensee)

[Signature] Signature (Witness)

[Signature] Address

[Signature] Designation

[Signature] X Signature (Witness)

[Signature] Address

[Signature] Designation

By Her Majesty's Crown Receiver at Edinburgh on the **10** day of **February** **Nineteen**

[Signature] Signature (Witness)

[Signature] Signature (Witness)

[Signature] (Crown Estate Receiver)

both Civil Servants in the Crown Estate Office, Edinburgh