

Terms and Conditions (Ts&Cs)

1. The Licensee shall have the right to moor one nominated vessel whose overall length shall not exceed that specified for the period 1 January to 31 December but subject to the Teignmouth Harbour General Directions and Bye-Laws. **No change of vessel is permitted unless first approved by the Harbour Master (HM) in writing.** For the purposes of these Ts&Cs the term 'vessel' is as described in the Teignmouth Harbour Revision Order 2003; the term 'dinghy' or 'tender' is a vessel under 4m in length.
2. The use of the mooring shall be at the risk and responsibility of the Licensee and subject to the overall superintendence and order of the HM. Teignmouth Harbour Commission (THC) disclaims any liability for any damage to the licensee's vessel or its contents howsoever caused.
3. The HM shall allocate a mooring and:
 - 3.1. There is no guarantee that the same mooring will be allocated every year to the licensee; there are a number of reasons why the THC alters an allocation.
 - 3.2. The Licensee shall be responsible for ensuring that the vessel is suitably moored and fendered so that it responds primarily to the tide over the wind in a manner so as to avoid damage to, or interference with, other vessels: windage should be minimised (e.g. spray hoods and dodgers should be down); tidal effects should be maximised by streaming a drogue; suitable fenders should be deployed where necessary.
 - 3.3. If required, the Licensee shall ensure that the vessel is moved off the mooring if the conditions are expected to be unsuitable for the vessel in terms of tide or wind.
 - 3.4. The THC accepts no responsibility for any damage caused to vessels by way of tidal heights or movement due to wind and/or tide or change in sea/river bed levels around the mooring site.
 - 3.5. The Licensee should not alter the type or position of the allocated mooring without written authority from THC.
 - 3.6. The Licensee or any associate of the Licensee should not live permanently or temporarily on their moored vessel.
 - 3.7. **Payment in full or part of the mooring licence fee is deemed to confirm agreement to the most recently issued Ts&Cs of the licence and that the information on the Boat and Owners form is correct and up to date whether or not the mooring holder's signature is on the Boat and Owners form.**
4. The THC reserves the right to move any vessel or mooring, without notice, during the period of this agreement. If the THC has to move a vessel in the interests of safety or navigation as a result of any failure on the part of the Licensee to observe these Ts&Cs the Licensee shall be liable to pay the costs incurred.
5. If so required by the HM the Licensee shall moor the licensed vessel fore and aft.
6. The Licensee shall:
 - 6.1. **Display the mooring number (as printed on the invoice) clearly on the mooring buoy.**
 - 6.2. Display the name of the vessel clearly on the hull.
 - 6.3. Display a current permit sticker showing boat name and mooring number as issued by the THC on the transom of the vessel where it can be seen clearly when on its mooring.
 - 6.4. Mark a tender by displaying a current tender permit sticker issued by THC where it can be seen. If such tender requires a dedicated mooring it will be subject to a separate Licence and mooring agreement. A tender should not be attached to a trailer or cradle on a trot.
 - 6.5. Appoint a suitable person to act as the local emergency contact if absent or living away from the area and notify THC of this person's contact details on the Boat/Owners form.
7. This licence is not capable of assignment. **Nor shall the Licensee permit any other person without prior consent of the HM to use the mooring which is exclusive to the Licensee and the registered vessel.**
8. The Licensee shall, during the period that the vessel is moored under the terms of this Licence, insure such vessel for at least Public Liability & Third Party risks to a minimum of £2 million and be covered for Wreck Recovery & Removal for their licensed vessel. (N.B. Third Party insurance does not generally cover the Policy holder from self loss or for personal effects and special equipment on the vessel which may not even be covered under comprehensive insurance). The Licensee must be able to produce evidence when requested by THC, in the Licensee's name, that the Licensee has, at all times that the Licensee's vessel is on the water in the THC Harbour Authority area, insurance cover as required by these Ts&Cs and that it subsists. **Payment of the licence fee confirms, as at 3.7 above, that the correct insurance is in place.**
9. The Licensee shall not deposit waste of any kind other than in approved land-based receptacles.
10. **The Licensee shall ensure that any inboard/outboard or outboard engine or other overhangs (e.g. anchor, bowsprit, pulpit, pushpit etc.) which might cause damage to another vessel shall be adequately protected.** Vessels are not to remain on their mooring with the mast down if the mast length exceeds that of vessel. The vessel must be protected by adequate fenders whenever necessary to prevent the risk of damage, collision or injury and minimise the effects of mutual interference with other moored vessels. The THC reserves the right to replace any protection without notice. Any such work will be charged to the Licensee at current rates.
11. The THC reserves the right to carry out any required maintenance work to any non-maintained mooring, including but not limited to replacement of sinkers, rising chains and buoys, to ensure that moorings are at the safety standard required by the HM. Any such work will be charged to the Licensee at current rates.
12. **Any failure by the Licensee to: observe and perform** any of the conditions of this Licence; **to observe** the Harbour Order, Byelaws and the General or Special Directions of the THC or Teignbridge District Council; **to behave** in any manner which in the opinion of the THC causes unnecessary damage, offence or distress to the THC or any other harbour user or vessel; **failure to observe** other Statutes or Statutory Regulations such as the International

Regulations for Preventing Collisions at Sea (IRPCS); shall entitle the THC to terminate this licence by giving to the Licensee notice in writing. Forty eight hours after the date such notice is despatched by the THC the Licensee shall remove the vessel from the mooring and this agreement shall terminate. Provided that this clause is without prejudice to any claim which the THC may have against the Licensee whether arising under this agreement or otherwise.

On Non-Maintained Moorings (moorings not maintained by THC but by the Licensee) only:

13. The Licensee shall maintain the mooring ground, sinker, chain, shackles, swivel arrangement and buoy to the standard of initial installation by THC. **The mooring number must be clearly marked on the mooring buoy at all Times. At the termination of the licence, the mooring shall be left marked with a buoy labelled with the mooring number at the expense of the Licensee.**

14. With the Licensee's knowledge the HM may allocate a vessel to a Licensee's mooring during a temporary period when it is not being used by the Licensee and in those circumstances any vessel which the HM has authorised to be on the mooring should not be moved or repositioned by the Licensee without the HM's knowledge and agreement.

On THC Maintained Moorings (moorings maintained by THC) only:

15. **The Licensee shall notify the HM of any intention to vacate a maintained mooring whether temporarily (periods in excess of 2 days) or when leaving the mooring for the winter period.** The Licensee shall also notify the HM of the date when the nominated vessel will start to occupy the mooring for the season. The THC reserves the right to allocate another vessel to the mooring during any vacated period. Although the mooring is maintained by THC, there is a continuing obligation on the Licensee to check the mooring regularly and notify the HM of any concerns regarding the mooring and its tackle. For those moorings where the licensee is responsible for the mooring buoy, the Licensee shall either provide within seven days of being so requested by the HM a buoy and swivel to a standard approved by the HM **OR** will arrange for the replacement of the buoy with the THC. Buoys arranged by the THC will be connected to the riser at the expense of the THC.

16. THC reserves the right to terminate a mooring agreement at any time if an allocated maintained mooring is not, in the opinion of the THC, being used regularly.

On All Moorings:

17. The Licensee is responsible for maintaining the registered vessel in a seaworthy condition and in a seamanlike manner on its allocated mooring.

18. The Licensee has no right to renewal of this agreement. It is the responsibility **of the Licensee to notify the HM by 30 September in the period of the current licence if they do not wish to seek renewal of this licence.** If no such notification is received the HM shall consider this a request to be considered for allocation for the coming season and allocate a mooring accordingly. Late notifications of intent not to seek renewal of a mooring by existing licensees will result in an Administration Charge (AC) equivalent to the current Mooring Application Fee.

19. Renewal of all moorings – Payment and completion of paperwork should be made by 31 December. Any mooring renewals that then remain outstanding will either be subject to an AC equivalent to the current Mooring Application Fee or be cancelled and the mooring reallocated. Any vessel which is left on a mooring that has not had its licence renewed will be treated as an abandoned vessel (General Directions), removed from the mooring and sold to recover the costs involved.

20. THC reserves the right to charge an AC for any invoice that remains unpaid 14 days after the date of invoice or THC agreed due by date. THC will continue to add an AC for every month the original invoice remains unpaid. An AC will be charged at the rate of the current published Mooring Application Fee.

21. The Licensee consents to information provided in this agreement being made available to any emergency service or statutory authority.

22. This Licence is personal to the Licensee and registered vessel. In the event of a transfer of the whole or any part of the ownership of the vessel, the Licence will terminate. Co-ownership of a vessel will only be considered on initial mooring application and evidenced by the co-owners name being party to the vessel's insurance.

23. In the event that a licence is surrendered or terminated during the course of this Licence it is not the THC's policy to make any refund.

24. The Licensee is expected to be familiar and comply with these Ts&Cs, the Mooring Allocation Guidelines, the General Directions, the Byelaws, the Harbour Revision Order issued by THC and the IRPCS all of which are available in the Harbour Office or on THC's Website: www.teignmouthharbour.com.

25. The Licensee is required to co-operate fully with the THC and other vessel owners with regards to any incidents, investigations or insurance claims that may arise.

26. If the Licensee is considered to be in breach of these Terms and Conditions the THC will give notice outlining what those breaches are and what requires rectification. If the Licensee fails to take the appropriate action, this Licence will be terminated without notice.