

WINTER MOORING LICENCE



Terms and Conditions

1. The Licensee shall have the right to moor one nominated vessel whose overall length shall not exceed that specified, for the winter period from 1 October 2017 to 31 March 2018 ("winter period") but subject to the Teignmouth Harbour Bye-Laws and General Directions. **No change of vessel is permitted unless first approved by the Harbour Master ("HM") in writing.**
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. The Teignmouth Harbour Commission ("THC") disclaims any liability for any damage to your 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 throughout the winter period to the same mooring holder; there are a number of reasons why 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. THC accepts no responsibility for any damage caused to vessels by way of tidal heights or movement due to wind and/or tide.
 - 3.5. The Licensee is expected to check or arrange to have checked their vessel and mooring at least once a week throughout the winter period.
 - 3.6. The Licensee should not alter the type or position of the allocated mooring without authority from THC.
 - 3.7. Payment in full or part of the mooring licence fee is deemed to confirm agreement to the Terms and Conditions of the licence whether or not the mooring holder's signature is on the Boat and Owners form.
4. THC reserves the right to move any vessel or mooring, without notice, during the period of this agreement. If 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 Terms and Conditions, 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 a current permit sticker showing boat name and "Winter" as issued by the Commission on the transom of the vessel where it can be seen.
 - 6.2. Appoint a suitable person to act as their local inspector (3.5) and emergency contact if they are absent or live 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 public liability and third party risks to a minimum of £2 million. The Licensee must produce evidence of current cover in that minimum amount to the HM with the mooring application paperwork if requested to do so.
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 protrusions (eg.anchor, bowsprit, pulpit, pushpit etc.) which might cause damage to another vessel shall be**

adequately protected. The vessel must in any event be protected by adequate fenders wherever and whenever necessary to prevent the risk of damage, collision or injury. The THC reserves the right to replace any protection without notice. Any such work will be charged to the Licensee at current rates.

11. **Any failure by the Licensee to observe and perform** any of the conditions of this Licence or **to observe** the Byelaws and the General or Special Directions of the THC or Teignbridge District Council or **to behave** in any manner which in the opinion of the THC causes unnecessary damage, offence or distress to THC or any other harbour user or vessel **or 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; there will be no refund of any licence fee. The provision of this clause is without prejudice to any claim which the THC may have against the Licensee whether arising under this agreement or otherwise.

12. **The Licensee shall notify the HM if intending to vacate the mooring allocated whether temporarily (periods in excess of 2 days) or when leaving the mooring at the end of the winter period.** The THC reserves the right to allocate another vessel to the mooring during any vacated period.

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

14. 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. If the boat is in co-ownership the names of those co-owners must be notified to the HM and evidenced by all names being party to the vessel's insurance.

15. THC reserves the right to charge an Administration Charge (AC) for any invoice that remains unpaid 14 days after the date of invoice. 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 published mooring application charge.

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

17. The Licensee is expected to be familiar with these Terms and Conditions and comply with: the Byelaws and General Directions issued from time to time by the THC and the IRPCS all of which are available on the THC's Website: www.teignmouthharbour.com.

18. 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.

19. If you are considered to be in breach of these Terms and Conditions the THC will give you notice outlining what those breaches are and what requires rectification. If you fail to rectify, this Licence will be terminated without notice or refund.