

VISITOR MOORING AGREEMENT



Terms & Conditions (Ts & Cs)

1. For the purposes of these Ts&Cs a visitor is termed to be any vessel that moors for any period of time in Teignmouth Harbour including the Teign Estuary, from a line drawn north from the eastern extremity of the Ness Headland to where it meets the beach to the entrance to the Stover Canal at Newton Abbot, that is not licenced to moor on a mooring in Teignmouth Harbour.
2. A vessel that moors for 7 nights or less is termed a Short Term Visitor, a vessel that moors for more than 7 nights is termed a Long Term Visitor.
3. Whilst the policy of the THC is that no one should permanently or temporarily live aboard a boat on a mooring it is recognised that some Visitors will need to do so. Short Term Visitors may live aboard for the duration of their stay however Long Term Visitors will only be permitted to live aboard for 2 nights a week.
4. A Visitor may moor a vessel of declared length alongside a visitor pontoon or on vacant mooring as directed by the Harbour Master (HM) or a Harbour Assistant (HA).
5. The use of the mooring shall be at the risk and responsibility of a Visitor 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.
6. The HM shall allocate a mooring and:
 - 6.1. There is no guarantee of a single occupancy berth; a Visitor may be moored alongside another Visitor or Mooring Holder and may in turn have another Visitor moored alongside.
 - 6.2. A Visitor shall be responsible for ensuring that the vessel is suitably moored and fendered so that it responds in such a way as to avoid damage to itself, or damage to or interference with, pontoons or other vessels; when at a single point swinging mooring rather than a pontoon, measures should be taken to respond to tide over wind (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.
 - 6.3. If required, a Visitor should be prepared to move the vessel off the mooring if the conditions are expected to be unsuitable for the vessel in terms of tide or wind.
 - 6.4. The THC accepts no responsibility for any damage caused to vessels by way of tidal height and flow or movement due to wind and/or tide.
 - 6.5. A Visitor is expected to check or arrange to have checked their vessel regularly (daily) during the visit.
 - 6.6. A Visitor should not alter the type or position of the allocated mooring without authority from THC.
 - 6.7. Securing to a Visitor mooring or pontoon is deemed to confirm agreement to the Ts&Cs of a Visitor.
7. The THC reserves the right to move any vessel or mooring, without notice, at any time. 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 a Visitor to observe these Ts&Cs, a Visitor shall be liable to pay the costs incurred.
8. If so required by the HM a Visitor may be required to moor fore and aft.
9. A Visitor shall:
 - 9.1. Display a current permit sticker or hold a receipt for mooring charges showing boat name and fee collected.
 - 9.2. Appoint a suitable person to act as a local emergency contact if absent or leaving their vessel for any extended period of time, notifying THC of this person's contact details.

10. A Visitor Mooring Agreement is not capable of assignment/re-assignment.
11. A Visitor shall, during the period that the vessel is moored under these Ts&Cs, have insurance in place for the moored vessel for at least public liability and third party risks to a minimum of £2 million. A Visitor must produce evidence of current cover in that minimum amount to the THC if requested to do so.
12. A Visitor shall not pump sewage, bilge or dirty water into the harbour or river or deposit waste of any kind other than in approved land-based receptacles.
13. A Visitor shall ensure that any inboard/outboard or outboard engine or other protrusions (eg. diving platform, ladder, 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 a Visitor at current rates.
14. **Any failure by a Visitor to observe and perform** any of the Ts&Cs of this Visitor Mooring Agreement 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 the 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 any agreement to moor by giving a verbal direction to the Visitor to leave the mooring and harbour. There will be no refund of any mooring charge. The provision of this clause is without prejudice to any claim which the THC may have against a Visitor whether arising under this agreement or otherwise.
15. A Visitor consents to information provided in these Ts&Cs being made available to any emergency service or statutory authority.
16. These Ts&Cs are personal to a Visitor.
17. Long Term Visitors will pay mooring charges (weekly, monthly or longer) in advance as determined by the proposed length of stay and as agreed with THC on taking up the visitor mooring. Long Term Visitors are to inform THC if they intend to vacate a visitor mooring for more than 2 days. There will be no refund for absences of 7 nights or less; If there is to be an absence of greater than 7 nights then providing at least 7 days' notice is given no charges will be made until return.
18. 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 Waiting List Fee.
19. In the event that a Longer Term Visitor departs earlier than agreed and paid for, a refund will be made providing 7 days' notice to vacate is given.
20. A Visitor is expected to be familiar with these Ts&Cs and comply with: the Byelaws, General Directions and Notices to Mariners issued from time to time by the THC and the International Regulations for Preventing Collisions at Sea all of which are available on the THC's Website: www.teignmouthharbour.com.
21. A Visitor 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.