

GENERAL MOORING LICENCE TERMS AND CONDITIONS (Ts&Cs)



1. This document constitutes a personal licence and permission and under no circumstances will any form of landlord and tenant relationship arise hereunder.
2. The mooring shall be licenced for a period of 12 months from 1 January to 31 December 2023 (the "Licence Period"). The Licence will not be automatically renewed after the end date but see clause 25 of these Ts&Cs which apply.
3. The Licensee shall have the right to moor one nominated vessel whose overall length shall not exceed that specified for the Licence Period 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.
4. The annual fee for this Licence shall be payable in advance of the start of the Licence Period (the "Licence Fee").
5. Interest at the rate of 4% per annum over Lloyds Bank minimum lending rate may be payable on any sum by way of charges which shall have been due and owing for not less than 28 days and shall accrue on a daily basis until payment.
6. The use of the mooring shall be at the sole risk and responsibility of the Licensee and subject to the overall superintendence and order of the HM. THC disclaims any liability for any damage to the licensee's vessel or its contents howsoever caused.
7. All boats moored on or below the Mean High Water line are required to be licensed by THC and display an in date permit – notices will be placed on those boats that are not licensed asking the owner to get in touch with the Harbour Office. If there is no contact from the owner, the boat concerned will be considered to be abandoned and it and the mooring will be removed.
8. The HM shall allocate a mooring and:
 - i. There is no guarantee that the same mooring will be allocated every year to the licensee; there are a number of reasons why THC may at its sole and unfettered discretion alter an allocation.
 - ii. 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 minimise (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.
 - iii. 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 weather.
 - iv. The THC accepts no responsibility for any damage caused to vessels by way of tidal heights or movement due to weather and/or tide or change in sea/river bed levels around the mooring site.
 - v. The Licensee should not alter the type or position of the allocated mooring without written authority from THC.
 - vi. The Licensee or any associate of the Licensee should not live permanently or temporarily on their moored vessel.
 - vii. Continued occupation of a mooring, whether or not the Licence Fee has been paid, 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 and that you have opted in to THC handling your data in accordance with the General Data Protection Regulation 2018 and Data Protection Act 1984 as amended, whether or not the mooring holder's signature is on the Boat and Owners form.
 - viii. Mooring charges are based on a maximum overall boat length (including overhangs) that can be accommodated on the allocated mooring. (The minimum length charged for mooring is 5m).
9. 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 Ts&Cs the Licensee shall be liable to pay the costs incurred.
10. If so required by the HM the Licensee shall moor the licensed vessel fore and aft.
11. The Licensee shall:
 - i. Display the mooring number (as printed on the invoice) clearly on the mooring buoy.
 - ii. Display the name of the vessel clearly on the hull above the waterline.
 - iii. Cover exposed props when vessels are on the mooring.
 - iv. Display a current permit sticker showing mooring number as issued by the THC on the transom of the vessel where it can be seen clearly when on its mooring.
 - v. Appoint a suitable person to act as the local emergency contact (within 30 minutes travel) if absent or living away from the area and notify THC of this person's contact details on the Boat/Owners form.

12. This licence is personal to the Licensee and relates to the vessel described in the Licence. It may not be transferred or assigned to a new owner or to a different vessel either temporarily or permanently.

13. 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. Be aware that 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.

14. The Licensee shall not deposit waste of any kind other than in approved land-based receptacles.

15. 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.

16. 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. This clause is without prejudice to any claim which the THC may have against the Licensee whether arising under this agreement or otherwise.

17. Any notice of termination under this Licence shall, in the case of the Licensee, be served personally on the Licensee or sent by registered post or recorded delivery service to the Licensee's last known address and in the case of THC shall be served at its principal place of business or registered office.

On Non-Maintained Moorings (moorings not maintained by THC but by the Licensee- generally all moorings that dry out) only:

18. 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.

19. The mooring holder is to tend the ground encompassed by the swing of the moored boat and chain around the sinker or ground chain, to keep it reasonably level and clear of debris and the sinker dug in and covered. 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.

20. 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:

21. 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. 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 THC.

22. 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.

23. **On Beach Trot Moorings: There are no individually allocated spaces on a trot.** The licensee is to moor on a trot, where there is a space on a first come first served basis. Any boat moored on a trot should display a current THC

permit, be upright, afloat, regularly bailed out and secured with the correct length of head and stern rope to prevent any undue strain on the trot rope and securing arrangements; Although the beach trot is laid and maintained by THC it is incumbent on the licensee to regularly check the trot rope and its securing arrangements and other boats moored on the trot, reporting any deficiencies to THC. Engines are not permitted to be left on boats on trots. Boats moored on a trot should not be attached to a trailer or cradle or padlocked to the trot rope. We recommend that Inflatable boats should not be moored on THC Trots. Boats on trots should not be used as a storage space.

On All Moorings:

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

25. 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 may result in an Administration Charge (AC) equivalent to the current Mooring Application Fee.

26. 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.

27. In addition to interest as per clause 5 of these Ts&Cs, 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.

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

29. This Licence is personal to the Licensee and registered vessel. (THC Staff will conduct business with the Licensee only) 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.

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

31. The Licensee is expected to be familiar and comply with these Ts&Cs (which may at THC's sole and unfettered discretion be updated from time to time), 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.

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

33. If the Licensee is considered to be in breach of these Terms and Conditions 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. If the Licence is terminated and the vessel is not removed, THC will be entitled to remove the vessel from the mooring and secure it elsewhere with all costs to be charged to the Licensee. This will be at the Licensee's own risk (save in respect of loss or damage caused by THC's negligence or other breach of duty during such removal).

34. The Licence will terminate immediately and without notice on the death of the Licensee. If the Licensee's representatives do not enter into a new Licence with THC or remove the vessel from the mooring, THC will be entitled to either charge the Licensee's representatives a daily rate for each day between termination of this Licence and the actual removal date of the vessel or, to remove the vessel from the mooring and secure it elsewhere, all costs to be charged to the Licensee's representatives. This will be at the Licensee's representative's own risk (save in respect of loss or damage caused by THC's negligence or other breach of duty during such removal).

35. THC considers that consuming alcohol whilst being in charge of a boat is an unsafe practice. When there are occasions where there is a mix of alcohol and boating it is requested that boat owners/operators ensure that there is/are enough competent personnel on board not under the influence of alcohol to safely operate the boat and safeguard personnel on board.