

THE LANGSTONE HARBOUR BOARD

Mooring Licence Terms & Conditions for

Mr/Mrs/Ms - Owner ID:

In consideration of Langstone Harbour Board ("the Board") agreeing to grant me a Mooring Licence I ("the Licensee") agree to the General Conditions¹ of the Board and the following conditions.

1. To pay the Board the appropriate Licence fee and return this Licence duly completed on or before the date on which it is due. No refund shall be given if for any reason the Licensee is unable to use the mooring site.

2. The Board shall have the right to exercise a general lien upon the vessel and/or her gear and equipment whilst anywhere within Langstone Harbour for any monies unpaid or overdue under this Agreement.

3. Not to transfer or assign, or part with possession, or the right to use the mooring site without the prior permission of the Board.

4. The Licensee is not permitted to sublet the mooring.

5. Not to place any other vessel upon the mooring other than that authorised or her dinghy or dinghies without the written consent of the Harbour Master nor to use the mooring for any purpose other than that authorised. The Board reserves the right not to accommodate vessels which in certain conditions, might affect the safety of navigation, or cause damage to other vessels

6. To vacate the mooring site upon the expiration or determination of this period of allocation. If the vessel is not moved in accordance with this condition the Harbour Master may:

(a) Direct the Licensee to move the vessel to such a part of the Harbour and to moor or berth the vessel in such a manner as he may require; or

(b) Move the vessel at the Licensee's expense without incurring any liability whatsoever for himself or the Board for any damage caused to the vessel or any other property during or by reason of such removal, mooring or berthing except so far as the same may be caused by the negligence of the Board its servants or agents.

7. The Licensee shall use the mooring site at his/her own risk and will indemnify the Board for all claims or actions which may be brought against it in respect of death, injury, loss or damage to property suffered by any person (including the Licensee) which results from the use by the Licensee of the mooring. The Board will not accept liability for any loss or damage to vessels or their contents howsoever caused.

8. To take out a policy of insurance in respect of the indemnity under Clause 7 in a sum of not less than TWO MILLION POUNDS (£2,000,000) and to produce the certificate of insurance upon demand².

9. Not to obstruct or interfere in any way with navigation of craft using the Harbour.

10. Not to do or permit anything to be done in or on the vessel which shall cause annoyance, nuisance, disturbance or damage to the Board its assigns or tenants or other owners tenants or occupiers of any neighbouring property.

11. Every mooring holder shall label or mark the mooring buoy in a clear and legible manner with numbers at least 2 inches in height with the number allocated by the Harbour Master and shall maintain the numbers in good condition.

12. Every mooring holder shall regularly check their mooring lines and renew them when there are signs of wear.

13. For Tidal Moorings:

(a) To ensure that the mooring is positioned in the location approved on first application.

(b) To provide, to the Board's specification, and maintain in good repair in connection with the mooring, the following tackle:

(i) A sinker of sufficient weight to hold the vessel in position

(ii) A chain of the appropriate size, strength and length having regard to the size of the vessel and the depth of water

(iii) A mooring buoy of sufficient size to remain afloat at all times labelled with the number allocated by the Harbour Master.

(iv) The mooring holder is required to remove ALL mooring equipment from the site on determination or expiration of the period of allocation of the mooring licence.

14. For the Board's Deep Water Moorings:

(a) To moor the vessel as directed by the Harbour Master.

(b) To keep the swivel greased and in good working order.

(c) To keep the mooring buoy, the swivel, and the strop attached to it, in good repair.

(d) The Licensee is responsible for providing and maintaining in good order, the bridle to secure the vessel to the mooring buoy.

(e) Not to remove the mooring buoy or the swivel.

(f) To report any defect whatsoever in the mooring tackle to the Harbour Master.

(g) To inform the Harbour Master when the mooring will be vacated for periods of 7 days or more.

15. For Private Deep Water Moorings:

(a) To pay all rates, taxes and duties which may be levied in respect of the right and liberty of using the mooring.

(b) To provide and maintain in good repair in connection with the mooring:

(i) A sinker of sufficient weight to hold the vessel in position

(ii) A chain of the appropriate size, strength and length having regard to the size of the vessel and the depth of water

(iii) A mooring buoy of sufficient size to remain afloat at all times labelled with the number allocated by the Harbour Master.

16. In the event of the breach of any of these conditions or the Licensee ceasing to own the vessel authorised to use the mooring this Agreement shall be determinable forthwith.

17. Any notice given under or in pursuance of this Agreement shall be validly served, in the case of service upon the Board, if despatched by Recorded Delivery post addressed to the Harbour Master, Langstone Harbour Board, Ferry Road, Hayling Island, Hants and in the case of service upon the Licensee, if despatched in a like manner to the Licensee at the address shown in this Agreement.

18. Signature of this licence together with payment of the required fees constitutes acceptance of the above Terms and Conditions for such period of time until terminated by either party as stated above. No further licence will be issued except in the case of changes to conditions as required by the Board.

Full Name of Licensee _____
(BLOCK CAPITALS PLEASE)

Signature of Licensee _____

Date _____

Full Name of Witness _____
(BLOCK CAPITALS PLEASE)

Signature of Witness _____

Address of Witness _____

The Harbour Master operates a patrol launch within harbour limits for the main purpose of byelaw enforcement. Failure to observe the speed limit or to display a current harbour plaque may lead to prosecution. An adhesive harbour plaque is supplied as evidence that harbour dues have been paid. This plaque must be prominently displayed on the vessel for which it was issued. Vessels not displaying an appropriate plaque will be deemed not to have paid harbour dues.

¹ General Conditions for the acceptance of dues, tolls, levy rents, fees and other charges are available at the Harbour Office, Hayling Island PO11 0DG

² The Licensee should obtain insurance against third party claims for at least the minimum sum recommended from time to time by the leading Marine Insurers, as well as any other indemnity that the Board may require.