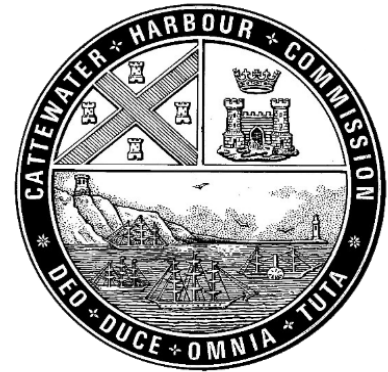


CATTEWATER HARBOUR COMMISSIONERS
MOORINGS TERMS AND CONDITIONS JAN 2024



MOORINGS

TERMS AND CONDITIONS

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LAT 50° 21.5' N | LONG 4° 07.0' W | VHF CHANNEL 14/16



TERMS & CONDITIONS OF THE HIRE OF THE CATTEWATER HARBOUR COMMISSIONERS' ANNUAL MOORINGS

Acceptance of Terms & Conditions

1. The **signing** of a Licence *or* the **placing** of a vessel on a mooring in the Cattewater Harbour (the Harbour) constitutes an unconditional acceptance of these Terms & Conditions and of an obligation for the Licensee to pay the mooring hire fee and harbour dues as applicable.

The Licensee acknowledges that by signing the Licence of which these **Terms & Conditions** form part, he/she will use the mooring hired entirely **at own risk** and the Commissioners accept no responsibility whatsoever for the safety of the vessel, gear, or equipment.

Obligations of the Licensee hiring the Mooring

2. During the period of hire the Licensee shall ensure that any person using the vessel, with his/her approval, for any purpose whatsoever, will comply with these Terms & Conditions and any other Notice or Direction given by the Harbour Master (HM), together with the requirements of the Cattewater Harbour Commissioners' Byelaws/Harbour Orders. The aforesaid should also comply with any lawful requirements of the Local Authority and any other rules and regulations affecting the Harbour from other relevant bodies/statutory authorities.
3. The Licensee shall have the right to moor one nominated vessel whose overall length shall not exceed that specified for the period 1 April in any one year to 31 March in the next succeeding year. No change of vessel is permitted unless first approved by the Harbour Office in writing.
4. The Licensee, master, crew, agents, visitors, guests, friends, invitees and sub-contractors use the Harbour and the facilities thereof, at their own risk, and the Cattewater Harbour Commissioners (CHC) do not accept any responsibility to the full extent permitted by law for any loss, damage, expense or injury, whether direct or consequential which may arise from the use of the owner's vessel unless caused by the negligent act or wilful act or omission of the Commissioners/or their servants or agents.
5. Accordingly, the Licensee is required to make adequate provision in respect of insurance in accordance with clause 12 below prior to agreeing to these Terms and Conditions.
6. All boats moored on or below the Mean High-Water line are required to be licensed by CHC and display an in-date harbour due plaque/sticker. Notices will be placed on those boats that are not licensed requiring the Licensee to contact the Cattewater Harbour Office. If there is no contact from the Licensee, the boat concerned will be considered to be abandoned and it and the mooring will be removed.
7. The HM shall allocate a mooring and:
 - a. There is no obligation on the part of CHC to allocate the same mooring every year to the Licensee. There may be several reasons why the CHC may alter an allocation.
 - b. The Licensee shall be responsible for ensuring that the vessel is suitably moored and fendered in a manner so as to avoid damage to, or interference with, other vessels: windage should be minimalised (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.

- c. 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 in advance of such expected conditions.
 - d. CHC 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/riverbed levels around the mooring site.
 - e. The Licensee should not alter the type or position of the allocated mooring without written authority from CHC.
 - f. The Licensee or any associate of the Licensee shall not live permanently or temporarily on their moored vessel.
 - g. Payment in full is deemed to confirm agreement to the most recently issued Terms and Conditions of the licence and that the information on the Boat and Owners form is correct and up to date and that the Licensee has opted in to CHC handling the licensee's data in accordance with the General Data Protection Regulation 2018 and Data Protection Act 1984 as amended, whether or not the Licensee's signature is on the Boat and Owners form.
 - h. Mooring charges are based on a maximum overall boat length (including overhangs) that can be accommodated on the allocated mooring, there are legacy arrangements in place for current mooring holders. (The minimum length charged for mooring is 5m)
8. CHC reserves the right to move any vessel or mooring, without notice, with or without the attendance of the Licensee during the period of this agreement. If the CHC must 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, outlined in CHC's most up to date moorings policy.
9. If so required by the HM the Licensee shall moor the licensed vessel fore and aft.
10. The Licensee shall:
- a. Display the name of the vessel clearly on the hull.
 - b. Cover exposed propellers when vessels are on the mooring.
 - c. Display a current Harbour Dues sticker showing licence number as issued by CHC on the transom of the vessel where it can be seen clearly when on its mooring.
 - d. Appoint a suitable person to act as the local emergency contact (within 30 minutes travel time to Cattewater Harbour) if absent or living away from the area and notify CHC of this person's contact details on the Boat/Owners form.
11. This licence is not capable of assignment. **The Licensee shall not permit any other person, without prior consent of the HM, to use the mooring which is exclusive to the Licensee and the registered vessel.**
12. The Licensee shall obtain full insurance cover, including loss/damage/wreck recovery/3rd party liability for claims/damage to persons/property for the sum of at least £3 Million and provide a copy of the insurance to the Cattewater Harbour. (If the vessel stays on the mooring over winter, it is an absolute requirement that insurance covers winter months - if it does not, the Licensee must ensure that the vessel vacates the mooring at the end of the insurance period). The Licensee must be able to produce evidence when requested by CHC, in the Licensee's name, that the Licensee has, at all times that the Licensee's vessel is on the water in the CHC Harbour Authority area, insurance cover as required by these T&Cs and that it subsists. Payment of the licence fee confirms that the correct insurance is in place.
13. The Licensee shall not deposit waste of any kind other than in approved land-based receptacles.

14. 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. CHC reserves the right to replace any protection without notice. Any such work will be charged to the Licensee at current rates.
15. 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 CHC or to behave in any manner which in the opinion of the CHC causes unnecessary damage, offence or distress to the CHC 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 CHC to terminate this licence by giving to the Licensee notice in writing. Forty-eight hours after the date such notice is despatched by CHC the Licensee shall remove the vessel from the mooring and this agreement shall terminate. This clause is without prejudice to any claim which CHC may have against the Licensee whether arising under this agreement or otherwise.
16. The Licensee will ensure that CHC are provided up to date contact details, including but not limited to Name, Address, Contact Telephone, Email, and vessel details. It is the responsibility of the licensee to ensure CHC are notified of any changes.

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

17. The Licensee shall maintain the mooring ground, sinker, chain, shackles, swivel arrangement and buoy to the required specification as outlined in the moorings policy. Requests to vary the specification of the mooring arrangement must be submitted in writing to the Commissioners with clear reasons for the request. Requests will be considered fairly by the Commissioners and the decision given in writing.
18. The mooring number must be, at all times, clearly marked on the mooring buoy.
19. The Licensee will arrange and pay for the mooring to be inspected annually, make replacements as necessary, and provide a copy of inspection (report/photographs) to the Cattewater Harbour Commissioners at the time of inspection.

NOTE: for small craft, at shallow moorings, providing the mooring is sufficient for the vessel named on the Licence and the Licensee has visually inspected it/made any necessary replacements, clear photograph/s of the mooring gear at low tide/details of replacement gear used, may be emailed to the Harbour Master, each year on re-Application, to prove continuing care.

20. CHC reserves the right to carry out spot inspections and any subsequently required maintenance work to any non-maintained (self-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.
21. 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.

22. The Licensee must have adequate fully comprehensive insurance that covers Public Liability & Third-Party risks to a minimum of £3 million as well as insurance for self-loss and wreck recovery. A copy of the policy document is to be provided to the HM.

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

23. The Licensee shall notify the HM of any intention to vacate a maintained mooring whether temporarily (periods more than 5 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. CHC reserves the right to allocate another vessel to the mooring during any vacated period. Although the mooring is maintained by CHC, 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, including the stringer line. 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 CHC. Buoys arranged by the CHC will be connected to the riser at the expense of the CHC.
24. To facilitate maintenance on the mooring, upon receiving notification from CHC, the Licensee must move the Licensee's boat from its allocated mooring to another suitable CHC mooring. Any top gear must also be removed from the mooring. Failure to remove top gear will result in its disposal. If vessels and/or top gear are not removed from the berth within the **time stated by CHC (which will not be less than 5 days)**, CHC may charge a fee to move the vessel, to continue maintenance, as stated in the schedule of rates.
25. CHC reserves the right to terminate a mooring agreement at any time if an allocated maintained mooring is not, in the opinion of the CHC, being used regularly.
26. **'Stringers'** are supplied by CHC between each fore and aft mooring buoy. It is the responsibility of the Owner to ensure they are **ALWAYS** kept in place on the berth at their prescribed length, to maintain the trot's integrity and prevent the trot from slackening. They must not be adjusted or tampered with without the express permission from CHC. Please report any deterioration of the stringer to CHC.

On All Moorings:

- 27.
- a. The Licensee is responsible for mooring his/her vessel in a safe and seaman-like manner, using two pairs of quality lines (*at least 14mm with hard/soft eyes*) and a shackle (appropriately moused) into each mooring buoy. The Licensee is responsible for inspecting his/her mooring lines regularly and replacing as necessary throughout the season. Lines should not be passed through mooring buoy shackle/back on to itself due to risk of fraying and vessel breaking free). If Harbour staff have to attend a vessel with failed lines an attendance charge will apply.
 - b. The Licensee shall ensure that the Licenced vessel:
 - i. Has her name or number painted on the bow or transom.
 - ii. Displays the adhesive plaque/sticker issued annually as receipt for his/her harbour dues, on the port side of the transom or in a cabin window.
 - iii. Is not used as a permanent residence save with the written consent of both Plymouth City Council and of the Commissioners.
 - iv. Does not have fuel or combustibles stowed onboard except in an authorised stowage.

- v. Does not pollute the Harbour either by exhaust, spillage, dumping waste, effluent, detergent, fuel, or other liquid, gaseous or solids.
 - c. No vessels when entering/leaving or manoeuvring in the Harbour, shall navigate at such a speed, or in such a manner, as to endanger **or** inconvenience other Harbour users. Vessels are always subject to the speed restrictions and byelaws of the Harbour, Navigation or other Authorities. Those that break the speed limits/use the harbour without due care and attention for other water users are liable to be prosecuted.
 - d. The Licensee will provide a photograph of the licenced vessel to the Commissioners for identification purposes.
 - e. No noisy, noxious, or objectionable engines, radios, machinery shall be operated within the Harbour, to cause nuisance or annoyance to the Commissioners, other users of the Harbour or persons working/residing in the vicinity. The Licensee undertakes for himself/herself, his guests/ all other persons authorised by him/her to use the vessel, that they shall not behave in such a way as to offend the aforesaid. Including noise arising from halyards (these should be secured so as not to cause noise nuisance or annoyance).
 - f. No part of the Harbour, or of the Commissioners' premises, or any vessel or vehicle situated therein or thereon shall be used by the Licensee for any commercial purposes save with the written approval of the Harbour Master.
 - g. The Licensee will surrender the Licence granted by the Commissioners should he/she no longer require the mooring and shall not transfer, sub-let or in any other way dispose of the mooring to any other person and in the event of any actual or attempted transfer, sub-letting or other way of disposal, the Licence shall be forfeited. There shall be no entitlement to a refund of mooring fees or harbour dues.
 - h. The Licensee shall not acquire and shall not claim any right or title to any fundus or foreshore because of the grant of the Licence and will obtain permission for any access rights which may be required. Nothing in the Licence shall entitle an Owner to the exclusive use of a berth.
 - i. The Licensee does not have an automatic right to renewal. At the sole discretion of CHC, an invitation for renewal may be sent to the Licensee prior to 1st February. Should the owner wish to renew, they must complete and sign the relevant forms, and return full payment of the appropriate fee prior to 1st March immediately following the invitation for renewal. If payment is not received by the due date, the mooring will be considered as available from the end of the mooring season and will be reallocated.
 - j. After payment has been received, if the application for a mooring licence is subsequently cancelled prior to mooring 1st April, the fee will be refunded less a £100 cancellation fee.
28. Renewal of all moorings – Payment and completion of paperwork should be made by 1st March. Any mooring renewals that then remain outstanding will either be subject to an Admin Charge (AC), 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, removed from the mooring, and sold to recover the costs involved.
29. Any invoice that remains unpaid after the date of which it was due will be liable to increase in accordance with the harbours' schedule of rates.
30. The Licensee consents to information provided in this agreement being made available to any emergency service or statutory authority.
31. This Licence is personal to the Licensee and registered vessel. (CHC 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-owner's name being insured under the terms of the vessel's insurance as required in Clause 12.

32. If a licence is surrendered or terminated during the course of this Licence it is not the CHC's policy to make any refund.
33. The Licensee is expected to be familiar and comply with these Terms and Conditions, the Mooring Allocation Guidelines, the General Directions, the Byelaws, the Harbour Revision Order issued by CHC and the IRPCS all of which are available in the Harbour Office or on CHC's Website: <https://plymouthport.org.uk>
34. The Licensee is required to co-operate fully with CHC and other vessel owners with regards to any incidents, investigations or insurance claims that may arise.
35. If the Licensee is in breach of these Terms and Conditions CHC 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.
36. CHC supports and will enforce where necessary the local regulations and national regulations with regards to alcohol consumption and being in charge of a vessel.
37. We shall not be liable for any loss or damage caused by any Event Outside of our Control or for any indirect or consequential losses suffered by you; this extends to loss or damage to Vessels, gear, equipment, or other goods left with it for repair or storage, and harm to persons entering the Premises or the Harbour and/or using any of our facilities or equipment.
38. We shall not be under any duty to salvage or preserve any Vessel or other property from the consequence of any defect in the Vessel or property concerned unless we have been expressly engaged to do so by you on commercial terms. Similarly, we shall not be under any duty to salvage or preserve your Vessel or other property from the consequences of an accident for which we are not responsible. However, we reserve the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property, or the environment and in the interests of good estate management immediate action is considered necessary. Where it does so, we shall be entitled to charge you on a normal commercial charging basis and, where appropriate, to claim a salvage reward.

"Event Outside of our Control" means any act or event beyond our reasonable control, including without limitation strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

Power of the Harbour Master and Harbour Commissioners

39. The Cattewater Harbour Commissioners have the right to exercise a general lien upon any vessel and/or other property of the vessel's Owner and/or Licensee whilst in or on the Harbour or Commissioners' premises until such time as any other money due to the Commissioners in respect of the vessel and/or other such property of the Owner and or Licensee whether on account of rental, storage, commission, access or berthing charges, work done or otherwise shall have been paid.
40. Any vessels or other goods left at in or on the Harbour or Commissioners' premises are subject to the provisions of the Torts (Interference with Goods) Act 1977, which confers on the Commissioners as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the Commissioners have given notice to the Owner or

have taken reasonable steps to trace in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which the Commissioners are not a bailee are left at the Harbour or Commissioners' premises.

41. Any obligation of the Commissioners towards vessels or goods left at the Harbour or their other premises ends upon the expiry or lawful termination of the grant to the Owner and/or Licensee of facilities in respect of such vessels or goods and the Commissioners accept no responsibility for loss or damage to any vessels or goods left at the Harbour or their other premises without their consent save in so far as such loss or damage is caused by the negligence of the Commissioners or those for whom the Commissioners are responsible.
42. If, in the Commissioners' opinion, it be deemed necessary for the safety of the vessel or for the safety of other users of the Harbour or premises, or for their vessels or for the safety of the Harbour or the Commissioners' other premises, plant or equipment, the Commissioners shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the vessel, at the Owner and/or Licensee's expense.
43. Cattewater Harbour Commissioners (CHC) reserves the right to move any vessel or mooring, either temporarily or permanently, without notice, during the period of this agreement but will provide as much notice as is possible. If CHC must 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. In the case of a mooring being permanently removed CHC will endeavour to offer the licensee an alternative mooring within the harbour, but provision of an alternative mooring is not guaranteed.

Termination

44. Termination of hire agreement may be affected as follows:
 - a. By the Licensee by one month's notice given in writing to the Harbour Master, subject always to compliance with these Terms & Conditions and to payment of any sums due hereunder and remaining unpaid. No reimbursement will be made to the Licensee if he/she cancels the hire of his mooring before the end of the season. Should the cancelled mooring be subsequently re-let, the Commissioners at their sole discretion may issue a refund of the unused portion of the mooring fee.
 - b. By the Commissioners: at any time and for whatever reason, provided that the Commissioners give one month's notice in writing to the Licensee. The Licensee will be entitled to reimbursement of one twelfth of the Hire Charge for each complete month remaining.
 - c. In the event of any breach of these 'Terms & Conditions' by the Licensee, termination may be effected by the Commissioners with immediate effect. Upon being called upon to do so the Licensee shall vacate the mooring forthwith. Thereafter the Commissioners shall refund any balance of hire paid for the period up to the date on which the Licence would otherwise have terminated after deduction of any hire lost because of termination, together with any costs incurred by the Commissioners in removing the vessel from the mooring including costs of storage.