

# **Maintained Mooring Licence**

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## **TERMS AND CONDITIONS**

The Mooring Licence will be granted on a seasonal basis from 01 April to 31 October. The terms of the Mooring Licence ('the Mooring Licence') are as follows:

- 1.** The Licensee shall pay in advance the appropriate mooring fee with reference to the length of the vessel and the type of mooring prescribed by The Manor of Bosham and the Hundred Limited's current scale of charges.
- 2.** The allocated mooring is to be used entirely at the Licensee's own risk. The Manor of Bosham and The Hundred Limited will not accept any liability whatsoever for any loss or damage to any person, vessel or property howsoever caused. If the Licensee's vessel is affected by wind-over-tide conditions then a drogue will be required to be fitted at the Licensee's expense, or provision made to prevent a collision on the mooring by the Licensee.
- 3.** The Mooring Licence is personal to the Licensee and is granted in respect of the Licensee's vessel only. The Licensee shall not transfer the benefit of the Mooring Licence.
- 4.** The Licensee shall vacate the mooring upon the expiration of the period of the Mooring Licence unless a further allocation is granted by The Manor of Bosham and the Hundred Limited. If any vessel is not moved in accordance with this condition, the Quaymaster may move and store the vessel at the Licensee's expense without incurring any liability whatsoever for himself or the Manor of Bosham and the Hundred Limited for any damage caused to the vessel or any other property during or by reason of such removal and storage. The Licensee shall repay The Manor of Bosham and the Hundred Limited on demand all costs, charges and expenses incurred in connection with such removal and storage. Should the Licensee fail to make such payment within 3 months of the expiration of the Mooring Licence, the vessel will be disposed of at the Licensee's expense.
- 5.** The Licensee shall immediately bring to the attention of the Quaymaster any defect in, or damage to, the mooring.
- 6.** The Licensee shall indemnify the Manor of Bosham and the Hundred Limited and its employees and agents against all losses, liabilities, costs, expenses, claims and damages (including but not limited to any solicitors' or other professionals' costs and expenses) arising at any time from any act or negligence of the Licensee or his employees or agents or any person using the mooring with the express or implied authority of the Licensee, in the exercise of the Mooring Licence.
- 7.** The Licensee vacating the mooring for a period over 48 hours should inform the Quaymaster in order that the mooring may be allocated to casual visitors with no compensation to the Licensee.
- 8.** The Manor of Bosham and The Hundred Limited reserves the right to transfer the position of the mooring granted by the Mooring Licence to an alternative mooring of the same mooring category type if necessary, at the absolute discretion of the Quaymaster.
- 9.** The Licensee shall take adequate precautions (the adequacy of which shall be as determined by the Chichester Harbour Conservancy) at all times to ensure that no vessel or person using the Harbour is placed in jeopardy by any action of the Licensee or by any person under his control through his or their use of the mooring.
- 10.** The Licensee shall maintain insurance against third party and public liability for the period of time the mooring is occupied for the minimum sum recommended by leading Marine Insurers.
- 11.** Payments for all periods of hire are payable in advance. Moorings fees are refunded pro-rata only if the mooring is re-let.
- 12.** An administration fee of £30.00 will be added where a Direct Debit agreement is not in place.
- 13.** In the event of non-compliance with any of these conditions, the Mooring Licence shall be determinable forthwith by The Manor of Bosham and the Hundred Limited without prejudice to any rights of action either party has against the other for breach of any of the terms of the Mooring Licence.
- 14.** The Manor of Bosham and The Hundred Limited reserves the right to withhold the renewal of a Mooring Licence at their absolute discretion.
- 15.** By payment of the mooring fee the Licensee acknowledges compliance with all conditions of this licence.