

Bosham Quay Berth Licence

TERMS AND CONDITIONS

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

- 1.** The Licensee shall pay in advance the appropriate quay berth fee with reference to the length and width of the vessel prescribed by The Manor of Bosham and the Hundred Limited's current scale of charges.
- 2.** The allocated quay berth is for use entirely at the Licensee's own risk. The Manor of Bosham and The Hundred Limited shall not be liable for any loss or damage whatsoever to any person, vessel or property howsoever caused.
- 3.** The Quay Berth 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 Quay Berth Licence.
- 4.** The Manor of Bosham and The Hundred Limited reserves the right to transfer the position of the berth granted by the Quay Berth Licence to an alternative berth if necessary, at the absolute discretion of the Quay Master.
- 5.** The Licensee shall take adequate precautions (the adequacy of which shall be as determined by the Quay Master) to ensure that no vessel or person using the Quay is placed in jeopardy by any action of the Licensee or by any person under his control through his or their use of the quay berth.
- 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 quay berth with the express or implied authority of the Licensee, in the exercise of the Quay Berth Licence.
- 7.** The Licensee shall maintain third party and public liability insurance for the period of time the quay berth is occupied for the minimum sum recommended by leading Marine Insurers.
- 8.** The Licensee shall vacate the quay berth upon the expiration of the period of the Quay Berth 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 Quay Berth Licence, the vessel will be disposed of at the Licensee's expense.
- 9.** The Manor of Bosham and The Hundred Limited reserves the right to withhold the renewal of a berth at their absolute discretion.
- 10.** An administration fee of £30.00 will be added where a Direct Debit agreement is not in place.
- 11.** In the event of non-compliance with any of these conditions, the Quay Berth 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 Quay Berth Licence.
- 12.** By payment of the quay berth fee the Licensee acknowledges compliance with all conditions of this licence.