

# **Tender Foreshore Licence**

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## **TERMS AND CONDITIONS**

The Tender Foreshore Licence will be granted on a seasonal basis from 01 April to 31 October. The foreshore area is to the north of the top of Bosham Quay slipway and to the south of the Wooden Jetty. The terms of the Tender Foreshore Licence ('the Tender Foreshore Licence') are as follows:

- 1.** The Licensee shall pay in advance the appropriate tender foreshore fee with reference to the length and width of the tender prescribed by The Manor of Bosham and the Hundred Limited's current scale of charges.
- 2.** The use of the foreshore area, including the Wooden Jetty, is 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 however so caused.
- 3.** The Tender Foreshore Licence is personal to the Licensee and is granted in respect of the Licensee's vessel only. The Licence shall not transfer the benefit of the Tender Foreshore Licence.
- 4.** The Manor of Bosham and The Hundred Limited reserves the right to determine the position of the tender within the foreshore area and to direct the Licensee to move the tender. In the event that the Licensee does not move the tender in accordance with the directions, the tender may be moved by the Quaymaster.
- 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 foreshore tender area.
- 6.** The Licensee shall vacate the tender foreshore area upon the expiration of the period of the Tender Foreshore 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 Tender Foreshore Licence, the vessel will be disposed of at the Licensee's expense.
- 7.** The Licensee will ensure that the tender is secured both fore and aft so it does not collide with Bosham Quay, the Wooden Jetty or the wooden posts within the foreshore area. Additionally the tender should be secured so as not to obstruct the main slipway in anyway whatsoever.
- 8.** The Licensee must keep the tender in a usable and seaworthy condition and regularly bail out water so as to ensure that the tender does not sink in the foreshore area. Should the Licensee allow the tender to become swamped with water then a charge of £30 will be made for bailing the tender dry on each occasion that this is required.
- 9.** The Licensee must hold third party and public liability insurance for the period of time the tender is occupied for the minimum sum recommended by leading Marine Insurers.
- 10.** The Manor of Bosham and The Hundred Limited reserves the right to withhold the renewal of the Tender Foreshore Licence at their absolute discretion.
- 11.** An administration fee of £30.00 will be added where a Direct Debit agreement is not in place.
- 12.** In the event of non-compliance with any of these conditions, the Tender Foreshore 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 Tender Foreshore Licence.
- 13.** By payment of the tender foreshore fee the Licensee acknowledges compliance with all conditions of this licence.