THE MANOR OF BOSHAM
AND THE HUNDRED

MANOR OF BOSHAM OFFICE, THE QUAY, BOSHAM, PO18 8HR

Maintained Mooring Licence Terms & Conditions

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

1a. 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 (TMoB) current scale of charges.
1b. The measurement of the length of any vessel using a mooring is to include all protruding fittings, e.g. bowsprits, bow-rollers, pulpits, davits, bathing platforms or raised outboard engines. This is referred to as Length Over All (LOA).
1c. The Licensee shall pay in advance a non-refundable deposit of 20% of the mooring fee by 30th November of the preceding year in order to reserve the allocated mooring.
1d. The Licensee shall pay the remaining 80% balance of the mooring fee by 28th February immediately preceding the Licence period in order to take up the mooring unless the Licensee has opted by email to pay the balance in four consecutive, end of month installments starting on 31st December immediately preceding the Licence period.
1e. Should the Licensee not meet the installment schedule per 1d above then the full remaining balance is due on the 28th Feburary immediately preceding the Licence period in order to take up the mooring.
1f. The balance of the Mooring fee is refunded pro-rata only if the mooring is re-let to a new Licensee who is not already in a Mooring Licence arrangement with TMoB.
1g. An administration fee of £30.00 will be added where a Direct Debit agreement is not in place.
2. The allocated mooring is to be used entirely at the Licensee's own risk. TMoB 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 may be required to be fitted at the Licensee's expense, or other provision made by the Licensee to prevent a collision on the mooring.
3a. 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.
3b. The Licensee's vessel must be approved by TMoB before using the mooring granted by the Mooring Licence.
3c. The Licensee should not allow any other vessel to raft alongside, or attach in any other fashion, to the Licensee's vessel or to the mooring, except for a suitable tender.
4. The Licensee shall vacate the mooring upon the expiration of the period of the Mooring Licence unless a further allocation is granted by TMoB. If the 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 TMoB 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 TMoB 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 their 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 should inform the Quaymaster if vacating the mooring for a period over 48 hours so that the mooring may be allocated to casual visitors with no compensation to the Licensee.
8. TMoB 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, at the absolute discretion of the Quaymaster.
9a. The Licensee shall take adequate precautions (the adequacy of which shall be as determined by the **Quaymaster**) 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 their control through their use of the mooring.
9b. A standard length of galvanised top-chain is provided to secure vessel to mooring unless the Licensee has chosen to supply their own rope bridle. Licensee's choosing to use their own arrangements must carry out regular inspections and ensure that the swinging circle of the vessel is not extended unnecessarily.
9c. If a carabiner clip is used to secure the Licensee's vessel to the mooring, adequate precautions must be taken by the Licensee to secure their vessel to the mooring which must include using a second safety rope.
10. The Licensee shall maintain insurance against third party liability for the period of time the mooring is occupied for the minimum sum of three million pounds. This must include wreck recovery and salvage for the Licensee's vessel using the allocated mooring. The Licensee must promptly provide proof of insurance to The Manor of Bosham and the Hundred Limited on request.
11. In the event of non-compliance with any of these conditions, the Mooring Licence shall be determinable forthwith by TMoB without prejudice to any rights of action either party has against the other for breach of any of the terms of the Mooring Licence.
12. TMoB reserves the right to withhold the renewal of a Mooring Licence at their absolute discretion.
13. Payment of the mooring fee the Licensee acknowledges compliance with all conditions of this licence.