



TERMS AND CONDITIONS FOR THE SUPPLY OF MOORINGS

1. Vessel owners must accept the mooring allocated to them for their vessel and pay the appropriate charge for the mooring and river dues. The Commissioners reserve the right to allocate a different mooring and shift the vessel at any time.
2. The Commissioners will not be responsible for any loss or damage to any vessel or its contents however caused. In particular and without prejudice to the foregoing it is specifically agreed that in light of the location of the moorings and the nature of the channels and holding ground no responsibility will attach to the Commissioners for loss or damage to any vessel resulting from a vessel parting or dragging her mooring whilst kept afloat during the months of November to March inclusive.
3. No vessel other than the vessel to which the mooring has been allocated or her bona fide tender in the same ownership may be secured to the mooring at any time without prior written permission to the Harbour Master.
4. The agreement to provide a mooring is a personal agreement between the vessel owner and the Commissioners and **is not assignable to any other person**, whether or not the owner of the vessel for the time being. On the sale of a vessel she must be removed from the moorings unless her new owner has been allocated a mooring.
5. Vessels must be moored in such a way as not to cause damage or inconvenience to other vessels. In particular all sharp or projecting fittings such as outboard motor propellers must be kept covered at all times.
6. No part of the Commissioners tackle or buoy is to be taken on board the vessel. The owner is to provide a mooring painter of suitable size and strength and in good condition for securing the vessel to a mooring. This painter is to be supplied with a spliced eye with thimble which is to be joined to the Commissioners tackle by a moused shackle of adequate size and in good condition. Lifting handles on buoys must not be used for attaching the painter. The painter is to be rigged so that at all times in moderate conditions the stem of the vessel at waterline lies not more than 1 metre from the Commissioners buoy or 1.5 metres in the case of vessels over 6 metres in length. Mooring painters, if left attached to the Commissioners tackle whilst the vessel is absent from her mooring, must be marked at their end by a pick-up buoy of suitable size and in any case must be as short as is practical and must not present a hazard to other vessels. All vessels must be fitted with a suitable fairlead or chain roller on their stem and an adequately sized and strong bollard, cleat or windlass for securing of the mooring painter. Owners are to ensure that the buoy painter is protected from chafing and is regularly inspected for wear.
7. Overall or loose tent covers or awnings must not be used. Tight fitting cockpit covers may be used.
8. All seacocks and through hull openings must be left closed when the vessel is left unattended.
9. All sails, dodgers, spars and running rigging must be left lashed secure when the vessel is left unattended.
10. Vessel helms are to be lashed amidships when the vessel is unattended.
11. The Commissioners reserve the right to make a charge for attendance on any vessel necessitated by failure properly to observe the above conditions.
12. Notwithstanding any other term of this agreement, the Commissioners may require any vessel to be removed from any of their moorings on the expiry of seven days and notice to the owner given orally or in writing and such notice will be deemed to have been validly given by affixing a memorandum to that effect to any prominent aid or visible part of the structure of the vessel. In the event that such notice is not complied with, the Harbour Master shall be at liberty to remove the vessel from the water and place her ashore, or instruct contractors to do so. In the event that a vessel is removed from the water a pro rata refund of any mooring charges which have been paid will be made less 10% for administration.
13. In the event that the Harbour Master shall deem it necessary in the interest of the safety of the vessel or any other vessel or any person or other property he may without notice remove the vessel from the water and place her ashore or instruct any contractor to do so.
14. The cost of removal of the vessel from water and placing her ashore for any reason by the Harbour Master or his contractor, and the costs of storage of the vessel thereafter will be for the account of the owner and not the Commissioners, the Harbour Master and the contractors will not be responsible for any loss or damage to the vessel or her contents resulting however caused.
15. Any powers, rights or duties conferred on the Commissioners or the Harbour Master by the mooring agreement are without prejudice to any powers, rights, or duties which they collectively or singly may enjoy under the general law.
16. The charge for moorings is for the period commencing 1st April and ending 31st October in any year. Vessels may, at the discretion of the Harbour Master, be left on the moorings from 1st January onwards and from 1st November onwards without charge, subject to clause 2.
17. Without prejudice to clause 2 hereof in case of any dispute arising in connection with this agreement any liability of the Commissioners will be limited in total to such sums as have been received by the Commissioners in respect of mooring charges on the vessel in question during the year in which the dispute arose.
18. Notwithstanding the foregoing, patrons should familiarise themselves with the current PHC Byelaws (1991)