

CONSERVANCY MOORINGS CONDITIONS OF HIRE

1. This agreement runs from 01 April to 31 March of the following year.

2. If applicable, the Hirer shall pay a non-returnable deposit of 20% of the mooring fee by the 30th November of the preceding year in order to reserve the allocated mooring.

3. If applicable, the Hirer shall pay the balance of the mooring fee by 14 March of the preceding year in order to take up the mooring.

4. The mooring is to be used at the owner's risk. The Conservancy will not accept liability for any loss or damage to vessels or their contents howsoever caused.

5. The Hirer shall not sublet or assign or part with possession of the mooring without the prior permission of the Conservancy.

6. The Hirer shall vacate the mooring upon expiration of the period of allocation unless a further allocation is granted by the Conservancy. If the vessel is not moved in accordance with this condition the Harbour Master may:

(i) Direct the Hirer to move the vessel to such part of the Harbour and to moor or berth the vessel in such manner as he may require.

(ii) Move the vessel at the Hirer's expense without incurring any liability whatsoever for himself or the Conservancy for any damage caused to the vessel or any other property during or by reason of such removal, mooring or berthing.

7. The Hirer shall be required to vacate the mooring to enable maintenance or repair work to be carried out. In accordance with this condition the Harbour Master may:

(i) Direct the Hirer to move his vessel to such other Conservancy mooring as may be allocated, always providing that such other mooring shall be of a suitable class and category, or

(ii) Secure the vessel alongside the Mooring Barge or move the vessel, to such other Conservancy mooring as may be allocated, without incurring any liability whatsoever for himself or the Conservancy for any damage caused to the vessel or any other property during or by reason of such removal, mooring or berthing.

8. The Hirer shall obtain the approval of the Harbour Master to any change in vessel using the mooring. The Conservancy reserves the right not to accommodate vessels which in certain conditions, might affect the safety on navigation or cause damage to adjoining vessels.

9. 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 and must be within the length limit of the mooring.

10. The Hirer shall immediately bring to the attention of the Harbour Master any defect in, or damage to the mooring.

11. In the event of the mooring or any part of the equipment thereof being lost, destroyed or damaged by the act of default of the Hirer or his servants or agents or any person using the mooring with the expressed or implied authority of the Hirer, he will repay to the Conservancy on demand all costs, charges and expenses incurred by the Conservancy in repairing or replacing the lost, destroyed or damaged mooring equipment.

12. The Hirer shall take adequate precautions (the adequacy of which shall be as determined by the Conservancy) at all times to ensure that no

craft or person using the Harbour is placed in jeopardy by any action of the Hirer or by any person under his control through his or their use of the mooring.

13. The Hirer shall not obstruct or interfere in any way with navigation of craft using the Harbour.

14. The Hirer is responsible for the safety of the vessel using the mooring. Should the vessel ground at low tide, it should do so safely and without hindrance to other vessels.

15. Any notice given under or in pursuance of this Agreement shall be validly served, in the case of service upon the Conservancy, if despatched by recorded delivery post addressed to:

The Harbour Master, Harbour Office,
Itchenor, Chichester, West Sussex,
PO20 7AW

and in the case of service upon the Hirer, if despatched in a like manner to the Hirer at the address shown in this Agreement.

16. The Hirer vacating the mooring for period over 48 hours is to inform the Harbour Office in order that the mooring may be allocated to casual visitors.

17. In the event of non-compliance with any of these conditions this Agreement shall be determinable forthwith.

18. Payments for all periods of hire are payable in advance. Mooring fees are refunded pro-rata only if the mooring is re-let, less the non-refundable deposit.

19. The Hirer must obtain insurance against third party claims for at least the minimum sum recommended by leading Marine Insurers.

20. Payment of the mooring fee acknowledges compliance with all conditions of this agreement.

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Allocation of Temporary Moorings

These additional conditions apply only to hirers allocated a Conservancy mooring on a temporary basis.

1. Temporary hirers are advised that they are allocated moorings that are temporarily vacated by permanent mooring hirers. Accordingly, the allocated mooring is subject to change.
2. Vessels may be moved at short notice by Conservancy staff to another mooring. Temporary hirers are advised to contact the Harbour Office to confirm the location of their boat prior to going afloat.
3. Temporary hirers must not attach any additional fittings to the mooring buoy.

General Advice for Using a Mooring

When a boat is left on a swinging mooring, hirers should be alert to the following:

- (i) The topography of the seabed varies, and drying moorings will not be suitable for all craft. The Hirer should satisfy themselves that the vessel is suitable for the given ground.
- (ii) Moorings rarely have a unique swing circle and in unfavourable combinations of wind and tide the possibility of contact with neighbouring vessels always exists.
- (iii) It is not always possible to accommodate safely the maximum length of vessel for a given category of mooring, or moor widely dissimilar types of vessel on adjacent moorings.
- (iii) Hirers should use the supplied top chain to secure their vessel to the mooring. Hirers may use a rope bridle or snubber at their own risk if desired.
- (iv) Light displacement or shallow draught vessels may be advised to deploy a drogue to limit yawning.

Further advice is available in the Conservancy's leaflet 'A Guide to Safely Securing a Boat to a Swinging Mooring' or contact the Mooring Officer.

CONDITIONS OF HIRE FOR CONSERVANCY MAINTAINED MOORINGS

Chichester Harbour Conservancy

The Harbour Office

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