



KHM Portsmouth Conditions of Mooring Area Licence

1. All craft must be secured to adequate moorings situated within the area allocated to the licensee. Each vessel regularly using these moorings must display on the port quarter, an individually numbered sticker provided by the Kings Harbour Master (KHM) for the appropriate licence year which runs from 1 Apr to 31 Mar. Stickers for the year must be affixed by 31 May of the respective year.
2. The licensee is to maintain a record of numbered stickers allocated to each respective mooring holder and is required to provide details of the mooring holder, the boat and its owner if requested by KHM on an individual basis.
3. The licensee is to ensure, that all vessels using moorings within their licenced area are insured for third party liability and liability for wreck removal expenses up to a minimum of £3,000,000.
4. The licensee is to ensure that all craft using the licensee's moorings must lie clear of any vessels or moorings laid in adjacent areas. The licensee must ensure that moorings and craft on them do not obstruct the channel, fairway or access routes to adjacent berths / jetties.
5. The licensee is to ensure that all moorings are inspected and/or maintained at least annually and to keep appropriate records. KHM or his representative reserve the right to check such records, with or without notice and to take copies of such records.
6. The licensee is responsible for ensuring any vessel breaking free from a mooring within their licenced area is recovered and for repositioning any mooring that drags from their licenced area. In the event that a vessel is not recovered and has to be removed by third party under the direction of KHM, the Ministry of Defence (MOD) reserves the right, In accordance with the Dockyard Ports Regulation Act 1865, to recover costs of removal and/or disposal through sale of the vessel and/or from the mooring holder.
7. The licensee must ensure that any vessel sinking or which sinks on a mooring within their licenced area is recovered. In the event that a vessel is not recovered and has to be removed under the direction of KHM, the Ministry of Defence (MOD) reserves the right, In accordance with the Dockyard Ports Regulation Act 1865, to recover costs of removal and/or disposal through sale of the vessel and/or from the mooring holder.
8. The licensee will immediately move moorings, or craft using moorings in the area, as directed by KHM or his representative.
9. Vessels using the licensee's moorings are to be used on a regular (at least annual) basis and are to be appropriately maintained such as not to present a risk of sinking or breaking up on the mooring.
10. The defined mooring area will not be assigned or transferred by the licensee without the written permission of KHM who is to be informed by the licensee when moorings are lifted, and the area is no longer required.
11. The granting of a licence by KHM does not confer any rights over the land or seabed on which the mooring is placed irrespective of whether the land dries or is permanently covered by water. No responsibility will be accepted by the MOD for trespass or the infringement of any private water rights.
12. Subject to the requirement of the MOD, this permit is valid from the date shown opposite and must be renewed by fresh application before the expiry date of the licence.

HARDWAY SAILING CLUB MOORING CONDITIONS

Last Updated January 2019

1. Permit Holders Agreement

By signing and returning the Permit to the club, the named permit holder confirms they have read and agree to comply with the conditions set out below.

2. Club rights:

The mooring Permit shall automatically terminate upon the rights granted by the club by virtue of a license between the Queens Crown Estate Commissioners and the Club being extinguished or revoked.

3. Duration of Agreement

The club will allow the Permit Holder to use that mooring space as designated on the appropriate Permit subject to immediate termination as hereinafter mentioned.

4. Transfer

Neither the Permit nor the mooring shall be assigned, transferred, sub-let, hired, or in any other way disposed of.

5a. Use of Mooring – (by a person who has gained a mooring permit through membership of the club).

The Permit Holder may use the mooring position for the purpose of mooring only the vessel registered on the Permit. No other vessel may be permitted to use the said mooring except, **a vessel belonging to a Club member with prior written agreement of both Permit Holder and the Sailing Committee. Any member borrowing a club mooring if not already a club mooring holder must provide their insurance policy number and its expiry date with their application letter.**

5b. Use of Mooring – (by a person who has gained a mooring permit under individual license from the Q.H.M)

The Permit Holder may use the mooring position for the purpose of mooring only the vessel registered on the permit. No other vessel may be permitted to use the said mooring except, with the prior written agreement of both the permit holder and the club. The proposed vessels insurance policy number and the expiry date of that policy are to be included with the application letter.

6. Change of Vessel

Should the Permit Holder wish to change the vessel **the Sailing Committee's written agreement must be sought prior to the vessel being brought into the Club's mooring area. Agreement may, without limitation, be conditional upon: -**

- a) acceptable proof of ownership being produced.
- b) the vessel's compatibility.

7. Identity of Mooring

The Permit Holder **must ensure that: -**

- a) **the mooring buoy is clearly marked** with the number referred to on the mooring Permit.
- b) the **permit sticker** for the mooring is **displayed and clearly visible** on the port side of the vessel.
- c) the **vessel** must be **clearly marked with its name** as on the permit.

8. Mooring Tackle

The Permit Holder will maintain the mooring tackle in adequate, safe, good and substantial repair and condition, to the satisfaction of the Club. Moorings may be inspected at any time by the Club who will have the right to withdraw the Permit if the mooring is considered unsafe, inadequate or incorrectly positioned. Any Permit Holder whose mooring is so considered shall, within 28 days from the date of the Club's notification rectify any defects and the mooring shall not be used until the defects are rectified to the satisfaction of the Club.

Where a mooring position is allocated, and no mooring tackle exists, the mooring holder will not be considered for a position move unless suitable permanent mooring tackle is laid and the registered vessel lays to that mooring.

9. Mooring Fee

The Permit Holder will pay the Club the annual sum as demanded upon signing the Permit unless previously paid, and further sums as decided by the Club upon each renewal of the Permit. Payment will only be accepted by the Club **from the Permit Holder named on the Permit**.

10a. Termination – (for a person who has gained a mooring permit through membership of the club).

Should the Permit Holder fail to pay the Club the fee determined for the renewal of the Permit, by the date designated, the Permit shall cease. **Should the Permit Holder fail to comply with any part of these conditions, or with any of the Club rules or by-laws, or ceases to be a member of the club, the club will have the right to terminate the Permit** by giving the Permit Holder, in writing, 28 days' notice.

10b. Termination – (for a person who has gained a mooring permit under individual license from the QHM)

Should the Permit Holder fail to pay the club the fee determined for the renewal of the permit, by the date designated, the permit shall cease. **Should the permit holder fail to comply with any part of these conditions, the club will have the right to terminate the permit** by giving the Permit Holder, in writing, 28 days' notice.

11. Modifications

No representation, warranties or other terms shall be deemed to govern these conditions except those expressly mentioned in these conditions and no variation of these conditions shall be of any effect unless in writing and approved by a legally constituted Annual General Meeting of the club. No time or other indulgence granted by the club to the Permit Holder shall affect the stated rights of the Club under these conditions.

12. Notice

Any notice requiring to be served on the Permit Holder may be served by leaving the same at the last address given by the Permit Holder, or by pre-paid recorded delivery to the last address of the Permit Holder known to the club. Any notice requiring to be served on the Club may be served by leaving the same personally in the Club letter box, or by sending it by pre-paid recorded delivery to the Honorary Secretary of the Club.

13. Insurance

The Permit Holder agrees to be covered by an adequate, current insurance policy against damage or injury to other persons, vessels and property to the satisfaction of the Club, and **to produce the policy and renewal receipt if required to do so** by the Club.

14. Vacation of Mooring

Upon termination of this agreement the Permit Holder shall remove the tackle and any vessel moored thereon within a period of 28 days from the Club's notification.

Should the Permit Holder fail to vacate the mooring it is hereby authorized and agreed that the Club may employ a contractor to remove the tackle and beach the vessel at the cost of the Permit Holder and the Club shall not be responsible for any damage to, or loss of, the tackle or vessel.

15. Responsibility of the Permit Holder

At the Permit Holders own cost in all things to make good to the satisfaction of the Club, any damage or injury that may arise from, or which may be caused by any failure or neglect therein, and to indemnify and to keep indemnified the Club against all actions, proceedings, costs, damages, expenses, claims and demands incurred in consequence of the exercise by the holder of this permit or in consequence of any breach, non-observance, or non-performance of any of the conditions hereof.

16. The Club and its Officers

The Club or its Officers shall not be liable for any damage howsoever caused as a result of the use or mis-use of the mooring, provided that this clause shall not absolve from liability the Permit Holder named on the permit under clause 15.

17. Nuisance to Other Persons

The Permit Holder will not do or permit to be done, in any or on any vessel using the said mooring, any act or thing which in the opinion of the Club, shall, or may be, or grow to the annoyance, nuisance, disturbance or damage of others.

18. Club Rules and Bye-Laws

These conditions do not in any way affect the Club Rules and Bye-laws.

19. Vessels Owned in Partnership.

The mooring position is allocated to the Permit Holder named on the Permit and is not automatically transferable to another part owner of a vessel owned in partnership. Where a vessel is owned by a partnership and the nominated mooring holder leaves the partnership, the mooring may pass to another member of the partnership provided that the partnership can prove to the satisfaction of the Sailing Committee, and in their absolute discretion, that the partnership has been established for more than five years, the new mooring holder has been a Club member for five years and that all members of the partnership hold a substantial number of shares in the ownership not being less than 16/64th shares.

A husband and wife or cohabiting partner who both have full, full and spouse or OAP and spouse membership with HSC, are automatically considered "in partnership" on any registered vessel with an allocated mooring position.

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This supersedes all antecedent agreements or Permits