LYMINGTON HARBOUR COMMISSIONERS Application for a Temporary Mooring



Boat Owner Details	Vessel Details
Name: (Mr/Mrs/Miss/Ms/Dr)	Name:
Address:	Make & Model:
	Sail/Power
Postcode:	LOA:
	Draught:
Telephone:	Beam:
Mobile:	
e-mail: (PLEASE PRINT)	Description/ Special Features:

Are you an existing Mooring Holder?	YES	NO	Mooring No.:
Are you on the LHC waiting list for a permanent mooring?	YES	NO	W/L No.:
Have you held a temporary mooring licence in the preceding licence period?	YES	NO	Dates:
Do you require a dinghy space?	YES	NO	TT Name: Disc No.

Please tick below the period you wish to be considered for (Maximum 6 months)

October	November	December	January	February	March

Dates you wish to start and end mooring agreement? From......To......To......

Message for Allocations Officer: i.e. preferred location, walk ashore, non- walk ashore, electricity etc.

INVOICE PAYMENT TERMS:

- 1. Payment must be made within 14 days from the date of invoice.
- 2. Any payment outstanding 14 days after the invoice date may accrue interest at the rate of 4% per month.
- 3. Failure to settle accounts within 14 days of the due date may, at the discretion of the Commissioners; result in the cancellation of any service still being provided. This will not release the service user from their contractual obligation to pay for facilities used up to the date of cancellation.

Declaration

I confirm that the details above provide complete and accurate information. I confirm I have read and will abide by the Terms & Conditions published at <u>www.lymingtonharbour.co.uk/terms</u> and overleaf

Name	Signature	Date

FOR LHC OFFICE USE:	
Notes:	

E Harbour Ref. No.	
Mooring Allocated	
Agreed Start Date	
Electricity	
Mooring Holder Discount	
Logged	

TEMPORARY MOORINGS – CONDITIONS OF USE

- 1. Temporary mooring licences are made in respect of the craft and owner referred to on the invoice and for the temporary period specified. Separate provision is necessary for mooring a tender.
- 2. At the time of allocation, priority for temporary mooring licences will be given to applications from local residents on the waiting list for an annual mooring licence.
- 3. Temporary moorings are let on a whole calendar month basis and no discount will apply for licences issued part way through a month. Boats may have to be moved at short notice to facilitate works or the return of the allocated mooring holder. Temporary mooring licence periods are split into two seasons. Summer (1st April to 30th September) and Winter (1st October to 31st March). A separate application form must be completed for each season or part thereof.
- 4. In the case of persons not on the waiting list for an annual mooring the maximum number of consecutive months for which a temporary mooring licence will be granted is six. Thereafter a six week break is required before being eligible to reapply. This restriction does not apply to commercial moorings.
- 5. Persons on the waiting list for an annual mooring are eligible to reapply for a temporary mooring licence at the end of each licence season. At the time of mooring allocation, priority will be given to local residents on the waiting list who have not held a temporary mooring licence in the preceding licence season.
- 6. Moorings are let subject to payment on demand at the published charges applicable from time to time. Payment must be made in accordance with Lymington Harbour Commissioners invoice payment terms.
- 7. Mooring charges are based on LOA (length overall) of the vessel to be moored including any overhangs from (but not limited to) engines, anchors, davits, auto steering etc. Mooring licence holders are responsible for accurately declaring the LOA of their vessel. If the declaration is subsequently found to be incorrect, the Commissioners reserve the right to recover correct payment.
- 8. Charges apply from the date of acceptance of the mooring to the date written cancellation has been received regardless of whether the mooring is occupied. Charges will be levied in accordance with the published rates prevailing from time to time. Please inform the <u>Harbour</u> <u>Office</u> if the mooring is to remain unoccupied for an extended period. This is compulsory if you are away for over 14 days. No refund will be made for any period the berth/mooring is not occupied. The Commissioners reserve the right to make use of the berth/mooring during any period of absence by the mooring licence holder.
- 9. Temporary mooring licences are allocated to the applicant for their personal use. Berths and moorings are not transferable and may not be sub-let or loaned. Anyone found sub-letting or loaning their temporary mooring will be deemed to have cancelled their licence. Should a licence holder wish to authorise another to use his or her boat the licence holder must first provide written notification to the <u>Harbour</u> <u>Office</u>.
- 10. The Commissioners do not accept any liability for any damage to craft, persons or equipment whilst using licenced moorings or pontoons. Holders of temporary berths/moorings are required, in their own interests, to advise the Harbour Master immediately should any defects become apparent in buoys, ropes or moorings. Boat owners are required to provide and use appropriate mooring equipment for their size of vessel including suitable fendering and mooring lines.
- 11. The vessel using the mooring is to be insured for recovery and removal from the harbour in the event of sinking and carry £2,000,000 third party cover.
- 12. All craft must be clearly marked with their name or other means of identification.
- 13. The occupiers of moorings and all persons using the same must comply with all reasonable instructions given by the Commissioners or by the Harbour Master and must comply with all national and local legislation including (but not limited to) the Lymington Harbour General Directions 2014, the International Regulations for the Prevention of Collisions at Sea, and the Terms & Conditions published from time to time by the Commissioners in connection with their management of the harbour and property. Copies of the General Directions are displayed at the Harbour Office and on the Lymington Harbour website. Copies are available free on request.
- 14. Persons accepting a mooring licence are deemed to accept the published terms and conditions. In the event of default, the mooring licence may be cancelled. In these circumstances no refund will be due.
- 15. Lymington Harbour Commissioners may revise these conditions of use at any time. Published terms and conditions are available at www.lymingtonharbour.co.uk/terms and at the Harbour Office.

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