

Fowey Harbour Commissioners

APPLICATION FOR A MOORING ALLOCATION



Applicant(s) Details

* Full Name(s).....

* Full Address.....

.....

* Post Code..... * e. Mail.....

* Daytime Tel No..... Mobile:.....

DETAILS OF THE VESSEL (OR INTENDED VESSEL) TO BE MOORED			MOORING PREFERENCES	Please tick
* Name			* Deep water	
* Type <small>(delete as required)</small>	<i>motor / sail / dinghy / dayboat / yacht / rib / dory / other (please specify in comments)</i>		* Golant (drying mooring)	
* Keel <small>(delete as required)</small>	<i>fin / bilge / lifting / long / planing / Displacement /other (please specify in comments)</i>		* Lostwithiel (drying moorings)	
* LOA <small>(including all bowsprits, outboards and other projections)</small>			* Lerryn (drying moorings)	
* Beam		* Max Draft		
<u>Additional Comments:</u>				

*** Please note that FHC will be unable to process this application unless all the details marked with an asterisk are completed.**

Please give as much information as possible about the boat as this will assist us in making correct allocations.

To ensure that suitable moorings are offered for allocation, the harbour office must be informed of any changes to the above details

I/we hereby certify that the above statements are true having read, understood and agreed to the "terms and conditions relating to mooring licenses and other harbour facilities". I / we apply for the granting of a mooring licence for the vessel detailed. Application fee payable **£77.94**.

Signed Date

This form must be countersigned by a parent / guardian for any person under the age of 18.

ANY FALSE DECLARATION MADE ABOVE WILL RENDER THIS APPLICATION NULL AND VOID WITHOUT REFUND OF APPLICATION FEE.

WAYS TO PAY

Card over the phone

Bank payment. Sort code 20-74-20. Account no. 10378852

Cheque – made payable to Fowey Harbour Commissioners

Owner Ref:.....

Amount received: £.....

Date...../...../.....

PLEASE RETURN TO:
Fowey Harbour Commissioners
Harbour Office
Albert Quay
Fowey
PL23 1AJ

**FOWEY HARBOUR COMMISSIONERS
GENERAL TERMS AND CONDITIONS RELATING TO MOORING LICENCES ISSUED PURSUANT TO THE FOWEY HARBOUR REVISION ORDER 1980 AND LICENCES TO
USE OTHER HARBOUR FACILITIES**

1. The Fowey Harbour Commissioners issue mooring licences which permit the licensee to lay, use or occupy a mooring indicated by the Harbour Master. The Licensee is responsible for the payment of mooring fees and harbour dues.
For the purpose of interpretation of these terms and conditions the following definitions shall apply:-
Licensee shall be the Owner of the vessel and the person whose name appears on the licence.
The owner shall mean the person having one hundred per cent or a majority shareholding in the vessel, or if the holding is equally divided then all the shareholders.
The Harbour Master means the person properly appointed from time to time by the Fowey Harbour Commissioners to act as such or his duly authorised representative.
The Master shall include owner(s) and other persons having ostensible authority for the vessel.
The Harbour means the area comprising the harbour of Fowey and the river of Fowey between a line drawn from Punches Cross to St Catherine's Point and Lostwithiel Road Bridge up to the high-water of ordinary spring tides and all creeks, pills, rivers and inlets tributary to the river Fowey between those lines to the high-water mark of ordinary spring tides.
Moorings Fee shall mean the fee payable in respect of the granting of an annual mooring licence charged at the rate currently applicable.
Harbour Dues shall mean the fee payable in respect of a vessel at the rate currently payable including VAT.
Waiting List Application Fee shall mean a fee payable to register a waiting list application and shall be the fee displayed on the application form.
Registration Fee shall mean a fee payable in respect of administrative charges levied on the first allocation of a mooring.
Local Resident shall mean a person whose declared main place of residence appears on the electoral register and is within two miles of the harbour.
Vessel shall mean a vessel brought into the harbour.
2. The Licensee, the Master, crew members, guests and invitees of any of them use the harbour and its facilities at their own risk.
 - 2.1 Fowey Harbour Commissioners and its employees and contractors shall be under no liability for loss, injury or damage of any kind caused to or suffered by any vessel or gear in the harbour nor cause to or suffered by any person using the harbour unless such loss, injury or damage was caused by the negligence or deliberate act of Fowey Harbour Commissioners, its employees or contractors.
 - 2.2 The Licensee shall be responsible for ensuring that the vessel is suitably moored and fendered so that it responds primarily to the tide over the wind in a manner so as to avoid damage to, or interference with, other vessels: windage should be minimised (e.g. spray hoods and dodgers should be struck down); tidal effects should be maximised by streaming a drogue if necessary; suitable fenders should always be deployed.
 - 2.3 If in any doubt, the Licensee shall ensure that the vessel is moved off the mooring if the conditions are expected to be unsuitable for the vessel in terms of tide or forecast wind.
 - 2.4 The Fowey Harbour Commissioners accept no responsibility for any damage caused to vessels by way of tidal heights or movement due to wind and/or tide or change in sea/river bed levels around the mooring.
 - 2.5 The Licensee or any associate of the Licensee should not live permanently or temporarily on their moored vessel.
3. Where, in the opinion of the Harbour Master, it is necessary or expedient for the better operation of the Harbour and/or the safety of the users thereof, the Fowey Harbour Commissioners may, at the sole risk of the Licensee lift, or carry out repairs to, and re-lay and/or re-site elsewhere within the Harbour any mooring hereby licensed and for the purpose that may move any vessel then occupying and/or visiting the said mooring.
4. The Fowey Harbour Commissioners may excise a general lien upon any vessel moored or lying in the harbour or at or upon any other property owned by the Fowey Harbour Commissioners and/or upon any mooring gear and/or any gear or equipment attached to or upon any such vessel.
5. The holding of a licence does not exempt the Licensee or any occupier from the payment of Harbour Dues at the rate currently applicable, nor the payment of any other sum which may be properly due to any other landowners.
6. The Licensee may renew his licence by remitting the necessary fee between 1st January and 15th February each year.
7. The granting of a licence is conditional on the licensee's intention to use the mooring allocated during the period of the licence. Should the licensee not use the mooring in this period or not make arrangements with the Harbour Master for the temporary relocation in the period of non-use, the licence will be revoked and/or not renewed.
8. The laying of a mooring in the Harbour is unconditional acceptance by the Licensee of these terms and conditions and of the obligation to pay mooring fees and dues when appropriate.
9. The Licensee agrees that:-
 - 9.1 He will at all times throughout the currency of the licence observe and comply with all the terms and conditions from time to time in force and any notice or direction given to him by the Harbour Master and also the Fowey Harbour bye-laws and other statutory rules and regulations affecting the Harbour. He will indemnify the Fowey Harbour Commissioners in respect of any loss, damage or expense arising from his breach of them or any part of them.
 - 9.2 In mooring areas where required to do so he will provide his own mooring gear.
 - i) the gear shall be such as to be substantial enough to provide an adequate mooring for the size and type of boat.
 - ii) frapes and pickup lines between buoys must be weighted such that they will at no time float at or near the surface of the water.
 - iii) mooring buoys must be clearly and indelibly marked in contrasting colours to that of the buoy with the mooring identification letter and/or number(s).
 - 9.3 He will be responsible for the conduct of and be fully accountable to the Fowey Harbour Commissioners for any loss, damage, expense, injury or nuisance caused or committed within the Harbour by the Master, crew members, agents, guests and invitees.
 - 9.4 He will surrender the licence granted to the Fowey Harbour Commissioners should he no longer require the mooring to moor his vessel(s) and will not assign transfer or sublet the licence to any other person without prior approval of the Harbour Master, failure will result in withdrawal of licence.
 - 9.5 He will immediately notify the Harbour Master in writing of any change of address and any change of vessel(s) using the mooring(s).
 - 9.6 With regard to vessel(s) occupying the mooring(s) licensed hereby, he will ensure such vessel(s):-
 - i) will have their name or number painted on the bow or transom and display a valid license sticker
 - ii) he will not pollute the Harbour either by spillage or dumping of waste, effluent, detergent or fuel or otherwise
 - 9.7 The licensee shall pay all sums due to the Fowey Harbour Commissioners when they are due and in the event of any sums being unpaid for 14 days after the due date this licence may be terminated without notice.
 - 9.8 The Owner shall indemnify Fowey Harbour Commissioners from and against all costs, claims, demands and liabilities as a result of any failure by the Owner to comply with the terms and conditions of this licence or any failure by the Owner properly to navigate or moor the vessel.

TERMINATION

10. Termination of the licence may be effected as follows:
 - 10.1 By the Licensee, by fourteen days' notice in writing to the Harbour Master, subject always to compliance with these Terms and Conditions and of payment of any sums due hereunder and remaining unpaid. No refund will be made.
 - 10.2 By the Fowey Harbour Commissioners at any time and for whatsoever reason, provided the licensee is given fourteen days' notice in writing, he will be entitled to reimbursement of one twelfth of the Mooring Fee for each complete month remaining.
 - 10.3 By the Fowey Harbour Commissioners forthwith in the event of any breach of these Terms and Conditions and upon being called upon to do so the Licensee shall forthwith remove the mooring from the Harbour.
11. At the expiry or sooner termination of the Licence hereby granted, all mooring gear must be removed by the Licensee at his own expense. Failure by the Licensee to remove the mooring gear from the Harbour within seven days of such expiry or termination shall empower the Harbour Master to remove the same at the Licensee's expense without incurring any liability whatsoever on himself or the Fowey Harbour Commissioners for any damage caused to the mooring gear or to any vessel moored thereto during or by reason of such removal.
12. The Fowey Harbour Commissioners may modify, extend or reduce the Terms and Conditions of the Mooring Licences at their sole discretion on giving fourteen days written notice to the Licensee at his declared address.