

## NEWPORT HARBOUR GENERAL USERS (annual) TERMS AND CONDITIONS

- 1) The Isle of Wight Council issue moorings licences which permit the licensee to lay, use or occupy a mooring indicated by the Harbour master
- 2) The Licensee is responsible for the payment of Mooring Fees and Harbour dues.
- 3) For the purpose of interpretation 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 Isle of Wight Council 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 Newport Harbour as depicted in the plan accompanying the Newport (Isle of Wight) Harbour Revision Order 1988
  - **Mooring Fee** shall mean the fee payable in respect of the granting of a 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

The Licensee, the Master, crewmembers, guests and invitees of any of them use the harbour and its facilities at their own risk.

- 4) The Isle of Wight Council 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 or the Isle of Wight Council its employees or contractors.
- 5) 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 Isle of Wight Council 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. The licensee will pay the Isle of Wight Council reasonable charges for such work where appropriate.
- 6) The Isle of Wight Council may excise a general lien upon any vessel moored or lying in the harbour or at or upon any other property owned by the Isle of Wight Council and/or upon any mooring gear and/or any gear or equipment attached to or upon any such vessel.
- 7) 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.
- 8) The Licensee may renew his licence by remitting the necessary fee.
- 9) The granting of a licence is conditional on the licensee's intention to use the mooring allocated during the period of the licence. Should 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.
- 10) The using 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.

11) The Licensee agrees that:

- a. 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 any Isle of Wight Council bye-laws and other statutory rules and regulations affecting the Harbour. He will indemnify the Isle of Wight Council in respect of any loss, damage or expense arising from his breach of them or any part of them.
- b. In mooring areas where required to do so he will provide his own mooring gear. The gear shall be such as to be substantial enough to provide an adequate mooring for the size and type of boat. Advice and recommendations are available from the Harbour Master's Office.
- c. 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.
- d. Mooring buoys must be clearly and indelibly marked in contrasting colours to that of the buoy with the mooring identification letter and/or numbers(s).
- e. In mooring areas where the gear is provided by the Isle of Wight Council he should use the gear in a proper and efficient manner.
- f. He will lay his mooring in the position specified by the Harbour Master and shall at his expense return it to that position should it for whatsoever reason be dragged or moved. Further he may be required by the Harbour Master, having been given seven days notice in writing, to lift the mooring for inspection.
- g. He will be responsible for the conduct of and be fully accountable to the Isle of Wight Council for any loss, damage, expense, injury or nuisance caused or committed within the Harbour by the Master, crew members, agents, guests and invitees.
- h. He will surrender the licence granted to the Isle of Wight Council 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.
- i. He will immediately notify the Harbour Master in writing of any change of address and any change of vessel(s) using the moorings(s).
- j. With regard to vessel(s) occupying the Mooring(s) licensed hereby, will ensure such vessel(s): -
  - Will have their name or number painted on the bow or transom.
  - are not used for any residential purposes,
  - no fuel or combustible materials are stored on such vessel(s), save in authorised stowage's, and
  - he will not pollute the Harbour either by spillage or dumping of waste, effluent, detergent or fuel or otherwise.
  - As the Berths are NAABSA (Not Always Afloat But Safe Aground). Consideration of the state of their vessel and the hazards presented by the seabed, including regularly inspecting the vicinity of their berth
  - Fuel Bunkering over 20 litres should not be carried out without permission of the Senior Harbour Master.
- k. The licensee shall pay all sums due to the Isle of Wight Council 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.
- l. The owner shall indemnify Isle of Wight Council 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.

12) **TERMINATION**

Termination of the licence may be effected as follow:

- a. 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.
- b. By the Isle of Wight Council 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.

- c. By the Isle of Wight Council 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.
- 13) 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 Isle of Wight Council for any damage caused to the mooring gear or to any vessel moored thereto during or by reason of such removal.
- 14) The Isle of Wight Council may modify, extend or reduce the terms and conditions of their Mooring Licences at their sole discretion on giving fourteen days written notice to the Licensee at his declared address.

### **Appendix 3-**

#### **NEWPORT HARBOUR GENERAL USERS (Visitors) TERMS AND CONDITIONS, SPECIAL CONDITIONS FOR THE ISSUE OF A TEMPORARY LICENCE**

1. The temporary applicant's boat is suitable to lay on the licensee's mooring in all respects i.e. size and character without making contact with surrounding boats. Isle of Wight Council reserve the right to terminate this agreement without any refund of Harbour Dues should they feel the temporary boat is unsuitable for this mooring.
2. The customer shall, during the period that the vessel is moored under the terms of this agreement, insure such vessel for at least public liability and third-party risks to a minimum of £2 million. The customer may be required to produce evidence of current cover in that minimum amount to Isle of Wight Council when requested.
3. The temporary licence issued is only for the mooring specified and no other mooring in the harbour will be used without prior permission from Newport Harbour Master.
4. The temporary applicant agrees with Isle of Wight Council:
  - To comply with the Terms and Conditions relating to mooring licences and licences to use the Harbour facilities issued by the Isle of Wight Council together with any Bylaws and all other regulations relating to Newport Harbour.
  - To vacate the mooring and remove the boat specified from the Harbour on expiry of this licence or if instructed to do so by the Newport Harbour Master.
  - The visitor's berth at Newport harbour are NAABSA Berths (Not Always Afloat But Safe Aground). The master must consider the state of the vessel and the hazards presented by the seabed in the vicinity of the berth.
  - Fuel Bunkering over 20 litters should not be carried out without permission of the Senior Harbour Master.
5. The Isle of Wight Council may terminate this agreement and revoke the temporary mooring licence for any breach of the temporary licensee's obligation under this agreement without any refund of Harbour Dues.