

CONWY COUNTY BOROUGH COUNCIL

CONWY HARBOUR MOORING PERMIT TERMS AND CONDITIONS 2020-2021

Relating to the occupation of a Mooring Position within the Conwy Harbour Limits or Conwy Harbour Estate as defined by the Conwy Harbour Revision Order 1982



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Harbour Master
Conwy Harbour
Environment, Roads & Facilities Service
Conwy County Borough Council
CONWY

DEFINITIONS AND INTERPRETATIONS:

For all purposes of the Contract the terms defined in this clause have the meanings specified:

“Annual Mooring Fee”	shall mean the mooring fee, as set down in the charges approved by Conwy County Borough Council in the Application Form, to be paid annually in advance
“Applicant”	shall mean the owner of the named Vessel. If a Vessel is owned by two or more persons, then one owner will be designated as the Applicant for the purpose of the Contract
“Application Form”	shall mean the mooring permit Application Form
“Contract”	shall mean the Application Form and these associated terms and conditions. Should there be a conflict then these terms and conditions shall prevail.
“Conwy Harbour”	is the harbour area as defined by the limits of the Conwy Harbour Revision Order 1982
“Harbour Master”	shall mean the Conwy Harbour Master and their appointed deputies
“Harbour Authority”	shall mean Conwy Harbour Authority which is a function of the Environment, Roads & Facilities Service of Conwy County Borough Council
“Mooring Position”	shall mean the position allocated to a Vessel within Conwy Harbour. It includes the provision of mooring tackle up to the mooring buoy, pontoon, or beach mooring chain
“Vessel”	shall mean the Vessel named in the Application Form

2 WHEREAS:

- 2.1 The Harbour Authority hereby permits the Applicant to occupy a Mooring Position within Conwy Harbour in accordance with the provisions set out herein.
- 2.2 This Contract shall commence on 1 April 2020 and expire on the 31 March 2021 (“**Term**”) unless terminated earlier by either party giving 28 days prior written notice thereof to the other. The Harbour Authority reserves the right to terminate the Contract with immediate

effect if a contractual term is breached or in the circumstances of clause 7.2 being invoked. In the event of early termination mooring fees will be refunded on a pro-rated basis.

- 2.3 The Applicant shall pay the Annual Mooring Fee in accordance with the invoice dispatched to them. The Annual Mooring Fee must be paid within 14 days of the date of the invoice unless an alternative arrangement in writing has been obtained from the Income Section of Conwy County Borough Council or unless specifically agreed otherwise with the Harbour Master. If a Vessel has more than one owner, the Annual Mooring Fee will be split and calculated as per the approved charges. The Applicant will be billed accordingly for the additional owner(s).
- 2.4 The Applicant shall at all times comply with the Conwy Harbour Revision Order 1982 for the time being in force (a copy of which can be inspected at the Harbour Office) and other directions or regulations from time to time made by the Harbour Master.
- 2.5 The Applicant accepts that the Mooring Position is offered solely for the Vessel named in the Contract.
- 2.6 The Applicant shall not without the prior written consent of the Harbour Authority transfer or sublet the Mooring Position. This clause includes the subletting of the Vessel itself.
- 2.7 The Applicant shall at all times and in all respects comply with the safety regulations pertaining to the class of Vessel that are in force in Conwy Harbour during the whole of the period in which their Vessel is moored in Conwy Harbour.
- 2.8 The Applicant shall accept full responsibility for the proper mooring of their Vessel and shall notify the Harbour Authority in writing of any damage to any property of the Harbour Authority forthwith and shall indemnify the Harbour Authority from and against all claims losses demands or other expenses arising from such damage.
- 2.9. The Harbour Authority accept no liability whatsoever for the death or injury to any person or damage to any property of the Applicant or their invitees, agents or employees or any other persons except where such act involved negligence on the part of the Harbour Authority their servants or agents and save as aforesaid the Applicant shall indemnify and keep indemnified the Harbour Authority against all claims losses demands or other expenses arising therefrom. The Harbour Authority does not accept any responsibility for damage caused to any Vessel if a sail, dodger, or sprayhood has inflated in the wind and caused a Vessel to range against the tide and collide with another Vessel.
- 2.10 The Applicant is required to provide proof of valid insurance cover, at the time of application, in respect of third party risk in the sum of not less than £3,000,000 for any Vessel that they are mooring at a position allocated to them. The Applicant must ensure that the valid insurance cover remains in force throughout the Term. If proof of insurance is not submitted the Harbour Authority may terminate this Contract. The Harbour Authority reserves the right to spot check the Applicant's compliance with this clause.
- 2.11 The Harbour Authority may request proof of a Vessel's seaworthiness in the form of a surveyors report should the Harbour Master have concerns as to the condition of a Vessel. The Harbour Authority may order an unseaworthy Vessel to be removed from Conwy Harbour. The Applicant is responsible for procuring and paying the costs of the surveyor's report.
- 2.12 All applications shall be made in the form annexed hereto and Conwy Harbour Authority (part of Conwy County Borough Council) shall accept or refuse the application in writing within ninety days thereof.

3 GENERAL CONDITIONS:

- 3.1 A Mooring Position is allocated to the Applicant for use by a specific Vessel only, the name and particulars of which are detailed in the Application Form. The Mooring Position must not be occupied by a Vessel other than that specified in the Application Form without the prior written consent of the Harbour Master. The Applicant must inform, in writing, the Harbour Master should they wish to change the Vessel moored in the space allocated under this Contract. The Harbour Master reserves the right to refuse the request if the Vessel is deemed unsuitable for the Mooring Position.
- 3.2 The mooring permit is not transferable or saleable and is issued to the person named as Applicant in respect of the Vessel described hereon only.
- 3.3 The name or number of the Vessel must be conspicuously displayed either on the bow or stern or on a name board or (where carried) on a lifebuoy which must itself be in a conspicuous position. A valid mooring permit sticker must be displayed at or near the stern of the Vessel at all times.
- 3.4 Failure to comply with any of the conditions listed herein may result in termination of the Contract.

4 CHANGE OF OWNERSHIP OR SHARE IN THE VESSEL:

- 4.1 The Applicant accepts that the mooring permit is allocated to one person who will be the principal owner of the Vessel as shown on the Application Form and the person primarily responsible to the Harbour Authority for the observance and performance of the terms and conditions relating hereto.
- 4.2 The Applicant shall notify the Harbour Authority in writing of any change of ownership or shareholding. The Harbour Authority do not guarantee to re-allocate the Mooring Position upon a change of ownership or shareholding and may require that the Vessel be removed from Conwy Harbour.
- 4.3 Prior to the purchase, construction or exchange of a Vessel the owner or prospective owner shall ensure that they are in possession of a valid written mooring permit relating to the said Vessel for the current season. Owners of Vessels having a Mooring Position in Conwy Harbour who dispose of the Vessel within the season shall ensure that the purchaser is informed that purchase of the Vessel does not entitle them to retain the Mooring Position and they shall make application to the Harbour Authority. For the avoidance of doubt therefore the mooring permit is personal to the Applicant and does not run with the Vessel.

5 RE-ALLOCATION OF PAID UP MOORINGS:

- 5.1 It shall be a condition of occupancy of all Mooring Positions that such moorings may only remain unoccupied for one year after which time they will be re-allocated.

6 TENDERS

- 6.1 Any tender will be stored on an allocated area when not in use and kept padlocked with a chain, it must be marked with the name of the Vessel and must display one section of the current years mooring permit. The Harbour Authority accepts no responsibility for loss or damage to the tender howsoever caused.
- 6.2 The tender named shall be stored only in the space allocated and the Applicant shall notify the Harbour Authority within fourteen days of permanently vacating a space. The Applicant accepts that disposal of the tender does not entitle the new owner to space and a further application must be made to the Harbour Authority.

7 SPECIAL CONDITIONS

- 7.1 A Vessel occupying a Mooring Position must not to be used as a person's main residence. If the Harbour Authority has reasonable grounds to believe that a Mooring Position is being used residentially then it may terminate the Contract with immediate effect and remove the Vessel from Conwy Harbour, such removal and storage costs to be borne by the Applicant (on a joint and several basis with any other Vessel owners).
- 7.2 The Harbour Authority has the right to exercise a general lien (ie. the right to take possession of and prevent the Applicant from gaining access to, using or moving a Vessel and/or other property) over any Vessel and/or other property whilst in or on Conwy Harbour until such time that any sums due to the Harbour Authority in respect of the Vessel and/or other such property, whether on account of services provided or work done or, damages (including interest and costs in enforcing the general lien and obtaining from the Applicant payment of any sum due under these Conditions), are paid. If the Harbour Authority exercises such a general lien, the Applicant shall be entitled to remove the Vessel or other property from Conwy Harbour upon providing proper security (eg a Bank guarantee or a cash deposit) sufficient to cover the sum due to the Harbour Authority (including interest and any costs incurred and/or likely to be incurred by the Harbour Authority in enforcing the general lien and obtaining from the Applicant payment of any sum due to under these Conditions).
- 7.3 The Harbour Authority shall not have the right to exercise a general lien in accordance with condition 7.2 above unless the sums due to the Harbour Authority exceed £100;
- 7.4 The Contract is for provision of a Mooring Position. The mooring type or location may be changed if operational circumstances require. If for any reason a Mooring Position is no longer suitable for a Vessel, the Harbour Authority will use its best endeavours to allocate an alternative Mooring Position; however, is one is unavailable then the Harbour Authority may terminate the Contract. The Annual Mooring Fees will be refunded on a pro-rated basis.
- 7.5 If an Applicant owes outstanding fees of any kind to the Harbour Authority at the end of a Contract period, the Harbour Authority reserves the right not to reallocate a mooring or allocate additional moorings to the Applicant until the outstanding fees are paid. In the event of outstanding fees, permission for the Vessel to remain within Conwy Harbour may be revoked. All costs associated with removal of a Vessel would be for the Applicant's account.
- 7.6 Car parking is available for mooring holders via a separate agreement. Any car parking fobs issued are strictly non-transferable and will be cancelled if they are suspected of being misused by the mooring holder or third parties.