



Harbour Office, Pier Road, Littlehampton, West Sussex, BN17 5LR
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Conditions of Hire for Littlehampton Harbour Board Moorings

April 2011

1. For the avoidance of doubt, entry onto the moorings, by land or water, for any purpose whatsoever entails acceptance of the terms of this Licence and the Fees specified herein.
2. This Agreement (“Licence”) runs from the 1 April – 31 March of the following year, and grants to the holder (“the Licensee”) a Licence to berth their nominated vessel (“the Vessel”) on a mooring owned by Littlehampton Harbour Board (“the Board”) subject to these terms and conditions.
3. The mooring is to be used at the Licensee’s risk. The Board will not accept liability for any loss or damage to vessels or their contents howsoever caused.
4. The Licensee shall not sublet or assign or part with possession of a mooring without the express written prior permission of the Board. The mooring shall not be included in any part of the sale or transfer of the Vessel and the Licensee must inform the Board and vacate the said moorings within 7 days of any such sale.
5. No item of vessels gear, fittings, equipment, supplies, stores or nets shall be left on the jetties, pontoons, gangways or adjacent land.
6. This Licence gives the Licensee the right to berth on the moorings allocated but does not guarantee that position nor does it preclude the Board moving the Vessel or from berthing any other vessel alongside the Vessel.
7. The Licensee shall vacate the mooring upon expiration of the term of this Agreement unless a further Agreement is entered into by the Board. If the Vessel is not moved in accordance with this condition the Harbour Manager may:
 - 7.1 direct the Licensee to move the Vessel to such part of the Harbour and to moor or berth the Vessel in such manner as he may require.

- 7.2 move the Vessel at the Licensee's expense without incurring any liability whatsoever for himself or the Board for any damage caused to the vessel or any other property during or by reason of such removal, mooring or berthing.
8. The Licensee shall be required to vacate the mooring to enable maintenance or repair work to be carried out. In accordance with this condition the Harbour Manager may:
- 8.1 direct the Licensee to move the Vessel to such other Board mooring as may be allocated, always providing that such other mooring shall be of a suitable class and category, or
- 8.2 secure the Vessel to such mooring as may be allocated without incurring any liability whatsoever for himself or the Board for any damage caused to the vessel or any other property during or by reason of such removal, mooring or berthing.
9. The Licensee shall obtain the prior approval of the Harbour Manager to any change in vessel using the mooring. The Board reserves the right not to accommodate vessels which in certain conditions, might affect the safety of navigation or cause damage to adjoining vessels.
10. The Licensee shall immediately bring to the attention of the Harbour Manager any defect in, or damage to the mooring.
11. In the event of the mooring or any part of the equipment thereof being lost, destroyed or damaged by the act of default of the Licensee or his servants or agents or any person using the mooring with the expressed or implied authority of the Licensee, he will repay the Board on demand all costs, charges, and expenses incurred by the Board in repairing or replacing the lost, destroyed or damaged mooring or equipment.
12. The Licensee shall take adequate precautions (the adequacy of which shall be as determined by the Board) at all times to ensure that no craft or person using the Harbour is placed in jeopardy by any action of the Licensee or by any person under his control through his or their use of the mooring.
13. The Licensee shall not obstruct or interfere in any way with navigation of craft using the Harbour.
14. The Licensee is responsible for the safety of the Vessel using the mooring. Should the Vessel ground at low tide, it should do so safely and without hindrance to other vessels.
15. Any notice given under or in pursuance of this Agreement shall be validly served, in the case of service upon the Board, if despatched by recorded delivery post addressed to : The Harbour

Manager, Harbour Office, Pier Road, Littlehampton, West Sussex, BN17 5LR; and in the case of service upon the licensee, if despatched by recorded delivery post to the last known address.

16. Payments made under the terms of this Agreement are made in advance. No refund is made for a part of year whether the facility or service ceases to be used during the relevant year or whether the facility or service commences to be used during the year to which the relevant charge relates. Mooring fees are refunded pro-rata only if the mooring is re-let.

17. The Board shall have the right (without prejudice to any other rights and remedies) to terminate this Licence with immediate effect by serving written notice on the Licensee if:

17.1 any Fees owing by the Licensee to the Board remain unpaid for 14 days after falling; or

17.2 if the Licensee fails to observe or perform any of its obligations or undertakings under this Licence.

18. The Licensee must remove the Vessel and all chattels immediately upon termination of this Licence (whether under this Clause 17 or otherwise). If the Licensee fails to do so, the Board shall be entitled (without prejudice to any other rights and remedies available to it under Clause 19):

18.1 to charge the Licensee the Board's 24 hour rate for overnight visitors for each day between termination of this Licence and the actual date of removal of the Vessel and all chattels from the moorings; and/or

18.2 at the Licensee's risk (save in respect of loss or damage directly caused by the Board's negligence) to remove the Vessel and all chattels from the moorings and thereupon secure it elsewhere and charge the Licensee for all costs reasonably arising out of such removal including alternative berthing fees.

18.3 For the avoidance of doubt, the Board shall not be entitled to any refund of Fees in the event of termination pursuant to Clause 7.2

19. This Licence is subject to the provisions of the Torts (Interference with Goods) Act 1977 (the "**Act**"). Pursuant to the Act, the Board has a right of sale in circumstances where the Licensee fails to collect or accept re-delivery of the Vessel and/or any chattels upon the termination of this Licence. Such sale will not take place until the Board has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

19.1 the Board's obligation as custodian of goods accepted for storage ends on its notice to the Licensee of termination of that obligation; and

- 19.2 the place delivery and collection of goods shall be at the moorings unless otherwise agreed. The Board may terminate the Agreement at any time by giving three month's notice in writing to the Licensee and no reason need be given with such notice. In this case a refund of any amounts paid under this Agreement will be made on a pro-rata basis but, subject to Clause 16, no refund will be given in any other instance.
- 19.3 Pursuant to the Act, the Board (or its agent) may sell the Vessel and/or the chattels by public auction or private sale, and, after deducting the costs involved in such a sale, retain and apply the residue of the proceeds of sale in satisfaction of, or towards, the fees or charges owed to the Board by the Licensee, after which any remaining monies will be provided to the Licensee.
- 19.4 In addition to the rights under the Act, the Board reserves the right of a general lien to detain and hold onto the Vessel or any chattels pending payment by the Licensee of any Fees or any other sums due to the Board. If this Licence is terminated or expires while the Board is exercising this right of detention, the Board shall be entitled to charge the Licensee at the Board's 24 hour rate for overnight visitors for each day between termination or expiry of this Licence and the actual date of payment (or provision of security) by the Licensee and removal of the Vessel and all chattels from the moorings.
- 19.5 Maritime law entitles the Board in certain other circumstances to bring action against the Licensee of the Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Licensee of a Vessel or chattels.
20. The Licensee must obtain insurance against third party claims for at least the minimum sum recommended by leading Marine Insurers. The Licensee agrees to provide evidence of such cover to the Harbour Manager upon request, such evidence to be provided within seven days of such a request.
21. No part of the moorings or any Vessel or chattels while situated therein or thereon shall be used by the Licensee for any commercial purpose, except where the Licensee has sought and obtained prior written consent from the Board. Where this Licence is granted to a commercial operator whose Vessel is operated for hire or reward in the course of trading, the Board reserves the right to impose special conditions and/or restrictions in addition to the terms and conditions of this Licence.
22. Payment of the mooring fee will constitute acceptance of the terms and conditions of this Licence by the Licensee.