

Littlehampton Harbour Board,
Harbour Office, Pier Road, Littlehampton, West Sussex, BN17 5LR
Tel: 01903 721215/ Fax: 01903739472

Conditions of Licence for Littlehampton Harbour Board Moorings

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 Licence to occupy a mooring ("Licence") runs from the 1st July – 29th June of the following year, and grants to the occupier ("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. Nothing in this Licence shall create the relationship of landlord and tenant between the Board and the Licensee.
4. 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.
5. Mooring licences are issued annually and require adherence to General Directions made by the Board and any Special Directions given by an Officer of the Board. Failure to adhere to Directions may result in suspension or revocation of a licence in accordance with the Board's published Enforcement Policy Statement.
6. The fees which are payable by the licensee to the Board under this agreement are set out in the annual Schedule of Charges approved by the Board and published on the Board's website. All fees are quoted inclusive of VAT but for the avoidance of doubt VAT will be added to all fees at the prevailing rate from time to time.
7. If any fees are not received by the Board within 7 working days of the due date shown on the invoice or become payable by virtue of any agreement entered into with the Board then the Board reserves the right (without prejudice to any other rights and remedies) to charge interest on the fees at a rate of 3% per annum either from the due date shown on the invoice or when they become payable under any agreement.
8. The Licensee shall not sublet or assign or part with possession of a licensed 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 any vessel occupying the mooring and the Licensee must both inform the Board and vacate the said mooring(s) within 7 days of any such sale.
9. No item of associated with the use of the vessel including gear, fittings, equipment, supplies, stores or nets shall be left on the jetties, pontoons, gangways or adjacent land.
10. This Licence gives the Licensee the right to berth on the mooring(s) allocated to the Licensee by the Board but does not guarantee that position nor does it preclude the Board from moving the vessel or from berthing any other vessel alongside the vessel.
11. The Licensee shall vacate the mooring upon expiration of the term under this Licence unless a further Licence is entered into with the Licensee by the Board. If at the expiration of the License the vessel the mooring is not vacated in accordance with this condition the Harbour Master may:

- 11.1 direct the Licensee to move the vessel to such part of the Harbour as she/he directs and to moor or berth the vessel in such manner as she/he may require;
 - 11.2 move the vessel at the Licensee's expense without incurring any liability whatsoever for herself/himself or the Board for any damage caused to the vessel or any other property during or by reason of the implementation of this sub clause.
12. Other than in an emergency the Board shall give 5 working days notice to the Licensee to vacate the mooring so as to enable maintenance or repair work to be carried out. In accordance with this condition the Harbour Master may:
- 12.1 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
 - 12.2 move and/or secure the vessel to such mooring as may be allocated without incurring any liability whatsoever for herself/himself or the Board for any damage caused to the vessel or any other property during or by reason of the implementation of this sub clause.
13. The Licensee shall obtain the prior approval of the Harbour Master to any change in the nominated vessel using the mooring. In so considering a change to the nominated vessel and when initially granting the Licence 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.
14. The Licensee shall immediately bring to the attention of the Harbour Master any defect in, or damage to the mooring.
15. In the event of the mooring or any part of the equipment associated with the mooring being lost, destroyed or damaged by the act of default of the Licensee and/or his/her servants and/or agents and/or any person using the mooring with the expressed or implied authority of the Licensee, the Licensee will pay to 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.
16. The Licensee shall take all adequate and reasonable precautions at all times to ensure that no vessel 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.
17. The Licensee shall not obstruct or interfere in any way with the navigation of any vessel using the Harbour.
18. 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 or harm to other vessels.
19. The Board shall not be under any duty to salvage or preserve a vessel or any chattels from the consequences of any defect in the vessel or chattels concerned unless it shall have been expressly engaged to do so by the Licensee or the owner (if this is not the Licensee) on commercial terms. Similarly, the Board shall not be under any duty to salvage or preserve a vessel or chattels from the consequences of an accident which has not been caused by the Board's negligence. However the Board reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to safety of people, property or the environment. Where it does so, the Board shall be entitled to charge the Licensee or the owner (if this is not the Licensee) concerned on a normal commercial charging basis.

20. Any notice given under or in pursuance of this Licence shall be validly served, in the case of service upon the Board, if despatched by recorded delivery post addressed to: The Harbour Master, 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.
21. Payments made under the terms of this Licence 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 may only be refunded on a pro-rata basis at the discretion of the Harbour Master if the mooring is re-let.
22. 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:
 - 22.1 any fees owing by the Licensee to the Board remain unpaid for 14 days after falling due; or
 - 22.2 if the Licensee fails to observe or perform any of its obligations or undertakings under this Licence; or
 - 22.3 at the discretion of the Harbour Master in accordance with clause 30.
23. Licensees are obliged to ensure that they together with any owners, operators, skippers, crew or passengers using the mooring do so in a manner as to allow other licensees quiet and peaceful enjoyment of their mooring facilities.
24. The Licensee must remove the vessel and all chattels immediately on termination of this Licence (whether under Clause 22 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 25):
 - 24.1 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
 - 24.2 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.
 - 24.3 For the avoidance of doubt, the vessel owner shall not be entitled to any refund of Fees in the event of a termination pursuant to Clause 22.
25. This Licence is subject to the provisions of the Torts (Interference with Goods) Act, 1977. Pursuant to this 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 Torts (Interference with Goods) Act 1977 it is recorded that:
 - 25.1 the Board's obligation as custodian of goods accepted for storage ends on its notice to the Licensee of termination of that obligation; and
 - 25.2 the place delivery and collection of goods shall be at the moorings unless otherwise agreed.

- 25.3 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 forwarded to the Licensee.
- 25.4 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.
- 25.5 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.
26. The licensee must be insured with valid third party insurance with a minimum cover of £2 million for each and every claim and shall, upon request, produce evidence of such cover. The licensee agrees to provide evidence of such cover to the Harbour Master upon request, such evidence to be provided within seven days of such a request.
27. CCTV is in operation and will be used in accordance with the Data Protection Act.
28. 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.
29. Payment of the mooring fee will constitute acceptance of the terms and conditions of this Licence by the Licensee.
30. The Harbour Master may terminate the Licence with reasonable cause at any time by giving three months 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 22, no refund will be given in any other instance.
31. The Licensee shall at all times keep the vessel at the mooring in a good appearance and a reasonable state of repair and condition. Failure to do so may result in the members of the Board resolving to instruct the Harbour Master to (i) terminate the Licence by giving three months notice or (ii) not to renew the Licence upon its expiration.