

Introduction

This document sets out the council's policies relating to the use of the Harbour. Related documents include the Port Marine Operations Plan, which primarily deals with the safe operation of the Harbours; the rules for Harbour users; the Harbour fees; and the associated byelaws and legislation covering the Harbour.

The owner of any vessel using the Harbour shall ensure that whoever has charge of his craft is familiar with, and complies with, these Conditions of Mooring and any other Harbour regulations from time to time in force.

1.1 Definitions

Mooring Means the water space or shore space allocated to the Owner by the Harbour Master for the mooring of the vessel during the term of the Application.

Seasonal Mooring Means the water space or shore space allocated to the owner by the Harbour Master for the mooring of the vessel during the term of the application which in this instant will only be for a single summer season between the months of April and September.

Ply for Hire Means to authorize the use of harbor facilities for running boat trips for the general public.

Vessel Includes every description of craft used or capable of being used as a means of transportation on the water except for jet-skis. Personal watercraft and kayaks.

Charges Means the fees payable to the Council by the Owner/Mooring Holder or other Harbour users as set out in the annual scale of Dues and Charges.

Council Means the corporate body known as Dorset Council.

Harbour Master Means the person duly appointed such by the Council, who by virtue of Statutory or Delegated powers is responsible for the day-to-day management of the Harbour.

Harbour Means all the land and water adjacent there to including slipways, pontoons, finger pontoons, access ways, jetties, quays, and piers known locally as Inner and Outer Harbour of Bridport or Lyme Regis as indicated on Admiralty Chart SC3315 and 3315

Vehicle Means but is not limited to motor car, motorcycle, moped, pedal cycle or trailer.

- Owner** Means any person or persons or corporate body who shall have received from the Council an Application to moor a Vessel in a Mooring in the Harbour for a stipulated term and purpose.
- Term** Means the period an application is valid for.
Annual - Twelve calendar months commencing 1st April and terminating on 31st March the following year.
Season – Six calendar months:
Summer 1st April – 30th September
Winter 1st October – 31st March
- Type** Means Private or Commercial.
- Partner** Means the person who jointly with the Owner shall be liable for payment to the Council of Harbour Dues and other debts raised against a Vessel owned by a Limited or Public Limited Company.
- Local** Local is defined as living within Dorset Council area or paying Dorset Council, Council Tax. Additionally, for Lyme Regis Harbour applications only, this is extended to people living within a 10-mile radius of Lyme Regis Harbour, which will include people living in East Devon but local to Lyme Regis, where verification of their Council Tax is required.
- Touting** Means verbal promotion of trips.

1.2 Interpretation

For the benefit of this agreement the masculine gender will be used for both sexes and the singular used for plural.

The Vessel covered by the Application is the one stated in the Application Form and the name of any proposed replacement Vessel shall be notified to the Harbour Master and will be authorised only if the replacement Vessel is suitable in all respects for the Mooring.

TERMS AND CONDITIONS OF MOORING APPLICATION (hereinafter called the application)

2. Eligibility & management of moorings

2.1 Private Moorings

2.1.1 Private moorings shall be offered on an annual seasonal basis, April to September inclusive, firstly to existing mooring holders, then from the waiting list to local people (in line with the local definition) for remaining vacant

moorings, then from the waiting list for a temporary mooring for those outside the local area.

2.1.2 Existing Private mooring holders who live out of area shall continue to be offered moorings until such time they relinquish the mooring. No transfer is permitted without the Local requirement.

2.1.3 The mooring holder must have the majority interest in the vessel on the mooring (which must be documented) and be the main policy holder on the insurance policy. In case of partnerships, all partners should be named on the insurance policy.

2.1.4 Private moorings are not transferable. However under exceptional circumstances, such as a mooring holder in partnership who wishes to sell his interest to one of his partners; an application in writing can be made to the Harbour Master who may exercise his discretion to approve such a transfer if he is satisfied that the arrangement is a genuine syndicate. The partner must meet the local definition and been in the partnership for a documented minimum of 3 years. Any approved transfer will be subject to an administration fee. Where a partnership has held a mooring in the harbor prior to 2012, a request to transfer to mooring to an existing partner who resides outside the local area may be considered by the Harbour Master if he is satisfied it is a genuine syndicate. Only one transfer outside the area will be considered. All other transfers must meet local definition.

2.1.5 Any mooring confirmed not in use may be allocated by the Harbour Master for temporary use by another vessel. Temporary moorings shall be offered to mooring waiting list holders in the first instance and declining to accept a temporary mooring shall not count as a refusal to accept a mooring. This does not supersede the 2-year rule.

2.1.6 Private mooring holders may occupy their mooring outside the specified season only with the permission of the Harbour Master. Please refer to the current Harbour Dues & Charges which are available at the Harbour office or at www.bridportharbour.co.uk or www.lymeregisharbour.co.uk

2.1.7 Winter storage is available with the Harbour Master's permission from 1st October – 31st March and will be charged in accordance with the current Harbour Dues and Charges.

2.2 Commercial Moorings

2.2.1 Commercial moorings may be offered /let on an annual basis, April to March to the existing mooring holder in the first instance and then as priority from the waiting list based on size of mooring available and suitability of the applicants craft.

2.2.2 The mooring holder must have a majority interest (which must be documented) in the boat on the mooring and be the main policyholder on the

insurance policy, which must be provided with the mooring application. Sub letting of moorings will not be permitted. Existing commercial moorings including an associated ply for hire license if applicable can be transferred, but only as part of the sale of a business as a going concern to a new operator, as they are considered as an integral part of the associated business, and this will normally include the existing vessel. Harbour Masters approval will be required and a transfer fee payable. Approval will depend on the Harbour Master being satisfied that the new operation is suitable and appropriate for the Harbour.

22.4 If the business is not sold as a going concern then the mooring is not transferable and will not be renewed.

2.2.5 Any new commercial moorings allocated by the Council from the waiting list will be offered on the basis that they are returned to the Council on cessation of the business and are not transferable.

2.3 Ply for Hire License

2.3.1 Licenses are issued on an annual basis and existing license holders have priority. The number of Ply for Hire licenses to remain at a maximum of 14 for each Harbour. The Harbour Master shall have the authority to vary the maximum number should there be a significant change in circumstances.

2.3.2 An appropriate MCA boat certificate and insurance, together with an MCA endorsed commercial skipper certificate is required before a Ply for Hire licence is valid for use.

2.3.3 Operators need not be mooring holders.

2.3.4 Businesses with a Ply for Hire license are permitted to have two fixed advertising board not exceeding 1m² in size and one mobile advertising board not exceeding 1m². The advertising boards are only permitted in the Harbour to which the license applies and the Harbour Master to approve the location.

2.3.5 If an existing license owner does not operate for 2 years it will be considered that the business has ceased and therefore the license allocation will not be renewed.

2.3.6 New licenses may be allocated up to the maximum number allowed at the discretion of the Harbour Master. A maximum period of one year from the date of allocation will be allowed to enable the new operator to obtain the necessary certification after which the applicant will be required to reapply.

2.3.7 The Council will support a wider range of commercial activities, for example ferry service along the Jurassic coast, and larger visiting passenger vessels.

2.4 Ferry service and water taxi

For the purpose of this Policy a ferry service or water taxi is defined as a service that picks up passengers from one Harbour (departure Harbour) and they get dropped off at another Harbour (destination Harbour). In this case the operator is only required to hold one Ply for Hire License for either departure or destination Harbour. This is different to where a passenger gets on and off at the same Harbour (the departure Harbour), which is defined as a pleasure trip and requires Ply for Hire license specific for the departure Harbour.

2.5 Waiting list

2.5.1 Due to the size of the waiting list and priority to those who meet the Local requirement, people out of area will not be offered a place on the private mooring waiting list. Applicants outside of the Local requirement will be offered to join the Temporary mooring waiting list. List members are responsible for notifying the council in writing of change of contact / boat details etc.

2.5.2 A waiting list database will be kept for private moorings, temporary moorings, commercial moorings, and ply for hire license in date order, with email addresses where available. The database will be held centrally but accessible to all relevant staff.

2.5.3 Due to the constraints of the data protection act it is not possible to make the list available to the public. However, applicants can be advised of their position on the list on request.

2.5.4 Private moorings will be offered to those at the top of the list and with a suitable vessel to go on the available mooring. If an applicant has no vessel, he can be offered and accept the mooring based on the intention of getting a vessel. Temporary moorings will be offered to those at the top of the list subject to space available once all private offers have been made.

2.5.5 Waiting list offers of mooring will be made for 2 years consecutive. If these offers are declined then the applicant will be removed from the waiting list, however, has the right to re apply at a future date.

2.5.6 Private mooring holders have the right to an automatic renewal each season until such time the holder relinquishes.

2.5.7 Temporary mooring holders do not have the right to an automatic renewal for the following season.

2.6 Mooring holders

2.6.1 Nothing in the Application shall entitle the Owner to exclusive use of any particular Mooring and the Owner shall not lend or seek to lend or transfer his

personal interest (or any part of it) in the Mooring other than current Council policy allows.

2.6.2 All mooring holders must pay their mooring fee for the season in advance. Failure to pay by the due date may result in the loss of the mooring.

2.6.4 The Mooring offer relates only to the Vessel whose details are provided in the Application Form and the Owner shall refer any actual or proposed changes in such details during the Term of the Application to the Harbour Master for approval or otherwise and the Owner shall not himself nor encourage or permit any other person to place a vessel other than the Vessel in the Mooring.

2.6.5 Vessels should not be changed on their moorings without prior permission of the Harbour Master. Mooring holders are advised to discuss any planned changes well in advance with the Harbour Master to ensure the vessel is suitable for the Harbour.

2.6.6 If a mooring is unused for the majority of two seasons it will be considered relinquished and not renewed (2 year rule). Majority is defined as 2/3rds of the second season i.e. four months for private moorings and eight months for commercial moorings.

2.6.7 During the Term of the Application, the Owner shall keep the Vessel only in the Mooring allocated from time to time and shall maintain the Vessel in a good, safe and clean condition able to proceed under its own power at all times and shall forthwith inform the Harbour Master if for any reason the Vessel is incapable of putting to sea independently and safely.

2.6.8 If, through any cause whatsoever, the Vessel shall sink within the Harbour, the Council shall be entitled to raise and salvage it and to recover from the Owner its proper charges, fees, and expenses in respect thereto.

2.6.9 Yachts Dinghies shall be stowed aboard the Vessel. Tender, trailer, cradle and any other equipment not stowed securely in or on the Vessel shall be clearly and prominently marked with the Vessel's name and stored in an appropriate tender rack or outhaul space.

2.6.10 No parts of the Vessel, its dinghy, gear, supplies or similar items whatsoever shall be stored or allowed unreasonably to remain upon the pontoons, jetties, car parks or otherwise within the Harbour and the Council shall remove any such items at the Owner's risk and expense.

2.6.11 The Owner shall obtain the prior written consent of the Council if he wishes to use the Vessel for any purpose other than that declared in his Application.

2.6.12 Accept as allowed by the Council's current policy, no rights of mooring will be transferred upon the sale of the Vessel and immediately upon any sale or

transfer of the Owner's interest (in whole or in part) therein the Vessel shall be removed from the Harbour.

2.6.13 The Owner expressly agrees that he or his authorised agent shall be present at all times when the Vessel or its equipment is viewed or demonstrated for the purpose of sale and undertakes to inform the Harbour Master of a sale within seven days of the completed transaction.

2.6.14 The Owner shall not himself nor shall he encourage or permit any other person to live aboard the Vessel for a period exceeding 35 days in total throughout the Term of the Application and the Council shall have absolute discretion to vary the terms of this Condition in order to comply with any Statutes, Byelaws or other Regulations relating to residence in the Harbour.

2.6.15 Mooring holders are not permitted to tie up to the pontoons or alongside the quays overnight without permission (charges apply).

2.6.15 No vessel over 8m in overall length shall occupy a mooring in the Harbour without prior permission from the Harbour Master.

2.6.17 No mooring may be sub let by the mooring holder.

2.6.18 No persons may interfere with Council's moorings, or lay ground moorings. Mooring holders must provide suitable synthetic or fiber mooring ropes to secure a vessel to the mooring chains, and to provide a method of sinking the mooring rope to alleviate the danger of navigation. When a mooring is vacated it must be buoyed off.

2.6.19 It is an offence to let for hire or use for carrying passengers for hire or for payment, any vessel not licensed by the Maritime and Coastguards Agency or its Agents.

2.6.20 When vessels are on their allocated mooring, road trailers must be removed from the Harbour and not left in the trailer park. The Harbour Master may remove and dispose of any trailer left for four weeks or longer that is deemed to have been abandoned.

3 All Harbour Users

3.1 General Harbour

3.1.1 No tent, motor or trailer caravan or other vehicle adapted or designed for sleeping may remain in any part of the Harbour without advance permission from the Harbour Master.

3.1.2 The Owner shall procure that in no circumstances shall any vehicle be parked so as to obstruct the pontoons, roadways, slipways, crane, platforms or other working areas within the Harbour and the Council reserves the right to

remove any vehicle by crane, towing or otherwise if the parking of such vehicle shall interfere for any reason with the commercial activities or the convenience of Harbour users or shall have an adverse safety or environmental effect and the Council further reserves the right to charge the Owner for its reasonable costs incurred in moving or storing such vehicle.

3.2 Storage Areas

3.2.1 Vessel storage shall be provided around the Harbour area and in the adjacent car parks over the winter period.

3.2.2 Summer storage is available in the Council Boat Park.

3.2.3 Storage areas for Commercial Fishermen's gear will be provided in allocated areas in Bridport only. There are no storage areas provided in Lyme Regis Harbour.

3.2.4 Trailer parking in the boat storage areas is permitted while the vessel is on the water for daily launch vessels only. Lyme Regis only.

3.2.5 Tender racks and kayak racks are available (fee payable) and stickers provided need to be visible and kept in the respective allocated area.

3.2.6 Car parking in the Boat Storage area is only permitted while working on vessels in the storage area. Penalty charges apply should you leave the vessel unattended.

3.3 Quayside

3.3.1 Touting is allowed at Lyme Regis harbor but not in West Bay

3.3.2 Limited commercial trading and activities [such as picture selling, hair braiding, face painting,] is permitted on Harbour land & council beaches under licence. The selling of water, sandwiches, ice creams etc. on council owned beaches is not permitted.

3.3.3 Business promotional cards or leaflets may be distributed at either harbor provided they do not create a litter nuisance.

3.4 Slipway

3.4.1 Harbour users launching boats from trailers can park their car in the designated parking bays, West Bay or Lyme Regis, adjacent to the slipway in the designated parking bays, (charges apply)

3.4.2 Any vessels launched down the slipway which are left in the water overnight within the harbor limits will incur launching fees and overnight charge.

3.4.3 Proof of Third-party insurance shall be required to launch across Council's land. Insurance cards will be issued to day launchers which will need to be produced each time when paying for launching.

3.4.4 Bridport Harbour only – Trailers are only to be left in the slipway area. See 3.2.4 for Lyme Regis trailer parking.

3.5 Season Tickets

3.5.1 Season tickets are issued on an annual basis for use at both Harbours; however, discounted season tickets specifically bought for one Harbour are not valid at the other Harbour.

3.5.2 Launching season tickets are only valid for the vessel for which they were purchased and are not transferable unless the boat is sold and the original permit is returned to the Harbour Master and a new permit issued for the new vessel.

3.5.3 Launching season ticket stickers must always be displayed on the boat in a prominent position. Failure to do so will result in day launch fees being payable, see 7.0.6 season ticket holders. Mooring vessels to the pontoons will be subject to the overnight charge listed in the Harbour Dues & Charges.

4 Vessel Insurance

4.0.1 The Owner undertakes and agrees to maintain in full force and effect during the term of the Application, public liability insurance in the amount of TWO MILLION POUNDS for the Vessel and any other property in the Harbour in the care, custody or control of the Owner together with such other insurance as is normal for a Vessel of its size, power and description such insurance to be effected with an Insurance Company of repute and must cover all owners of the vessel in such sums and for such risks as the Council may from time to time reasonably require. The Council has the right to inspect paperwork.

4.0.2 The Owner shall not cancel, surrender or materially alter the terms of his insurance policy without first informing the Council which may at any time during the term of the Application require the Owner to produce to it evidence that the Vessel continues to be insured as the Application requires.

4.0.3 Season ticket holders confirm they will renew their insurance by the signing of the season ticket application.

5 Harbour Safety

5.0.1 The Vessel shall be moored by the Owner in such a manner, location and mooring as the Council may from time to time require.

5.0.2 The Owner acknowledges and agrees that the Council shall have the right to ask him to move the Vessel and that the Council shall have the right without prior notice to the owner to move the Vessel to any new location and mooring within the Harbour if it shall be in his interests or those of the Council or other Harbour users.

5.0.3 At least three adequate fenders shall be fitted on each beam of smaller vessels of up to 5m, more will be required on larger vessels moored in the Harbour and the Harbour Master retains the right to request additional fenders for the safety of all vessels within the harbour.

5.0.4 All necessary warps and fenders shall be provided by the Owner who expressly undertakes to ensure the Vessel is properly and safely secured to its Mooring at all times and it shall be the responsibility of the Owner to check the security of the Vessel's warps and fenders, to replace such items when necessary and to ensure that all equipment and gear stored on or in the Vessel is similarly secured.

5.0.5 The Council and its designated contractors shall have the right to board the vessel if necessary, to carry out work required for the safety of the vessel, pollution control or the safety and convenience of other users of the Harbour. The owner shall pay the Council's reasonable charges for such work

5.0.6 No dangerous, inflammable, or noxious substances, spirits, oil, petrol, or other flammable fluid shall be brought into the Harbour or stored in or on the Vessel except in properly secured containers. Throughout refuelling all naked lights shall be extinguished, engines stopped, and smoking prohibited.

5.0.7 The Owner shall take all necessary and reasonable precautions against the outbreak of fire on board the vessel and shall provide adequate fire extinguishers upon the vessel suitable for any type of engine(s) fuel carried and equipment installed.

5.0.8 The Owner shall comply with all directions of the Harbour Master in matters relating to the safe and efficient operation of the Harbour and to the restrictions on the movement of vessels in the Harbour and its approaches.

5.0.9 The Owner shall ensure that the vessel is controlled and navigated at all times in a manner so as to cause no danger, damage or inconvenience to other users of the Harbour and shall proceed at a speed which is safe in relation to the prevailing conditions and at all times comply with speed or other restrictions displayed within the Harbour. Care should be exercised in the vicinity of the Harbour, passing at slow speed, and giving other vessels a wide berth. Wash

generated by passing craft is not permitted in the Harbour. No Vessel shall navigate within the harbour area at a greater speed than is necessary to maintain steerage. **Power vessels should note that speed restrictions are in force in areas outside the harbour.**

5.0.10 A person shall not swim or bath in the vicinity of, the Harbour entrance.

5.0.11 Vessel owners should notify the Harbour Master of any impending departure for another port, or lengthily cruise, and the expected duration of absence.

5.0.12 Vessel owners should notify the Harbour Master if an absentee vessel owner has nominated a local inhabitant a local resident to look after his vessel.

5.0.13 The Harbour Master must be informed whenever loss or damage occurs to a vessel, within the Harbour area, including the adjoining parking areas or adjoining sea areas.

5.0.14 A vessel shall not tow another vessel within the Harbour area without the prior permission of the Harbour Master, except in the case of an emergency.

5.0.15 Every boat trailer shall display the owner's name and vessel name. Every vessel must display the vessel name in letters and figures not less than 50mm high. All tenders must display in similar lettering, the words "Tender to (name of boat)". Unmarked tenders may be removed to a storage area and fees charged in accordance with the Harbour Dues & Charges.

5.0.16 When mooring vessels in the Harbour, the owner needs to ensure the propeller of an outboard or outdrive is adequately covered e.g. with the use of bucket. This rule also applies to auxiliary motors when not in use and whilst the vessel is within the Harbour limits.

6 Harbour Environment

6.0.1 The Owner undertakes and agrees that no refuse shall be thrown overboard or left on the pontoon, jetties or other parts of the Harbour but shall be disposed of in receptacles provided by the Council or otherwise be removed entirely from the Harbour by him.

6.0.2 The owner shall himself, or otherwise ensure, that all waste materials shall be cleared daily after work on a vessel. All waste materials must be removed from the Harbour and if the owner, or any agent of the owner, fails to clear away any such waste promptly the Council shall remove it and the owner shall pay the Council's reasonable costs incurred by such removal.

6.0.3 The Owner will not discharge oil, tar, paint, sewage or other similar noxious or hazardous substances other than in the waste receptacles designed to receive them (The Harbour Office will advise the location of waste oil reception

tank) and not into the water or elsewhere in the Harbour. Toilets not connected to a sewage holding tank must not be used within the Harbour. It is the responsibility of the Owner of any Vessel to comply with these conditions. If any Vessel is found to be in breach of this condition the Council shall be entitled to terminate the Mooring with immediate effect in accordance with Clauses 9.01.1 and 9.0.1.2.

6.0.4 The Owner shall not operate, neither permit to be operated in the Harbour any engine, generator, other machinery, radio, radar or any apparatus so as to cause nuisance, annoyance, danger or inconvenience to other users of the Harbour or any person residing in the vicinity of the Harbour and he undertakes and agrees for himself, his family and his visitors using the Vessel and Harbour facilities that he and they shall behave in a considerate manner so as to cause no nuisance, annoyance or inconvenience to other Harbour users.

6.0.5 At all times halyards, flags, banners and other items attached to the Vessel shall be secured so as not to cause any noise, annoyance or inconvenience to other Harbour users or local residents and the Council shall charge the Owner for securing any halyards, etc found to be causing such noise or nuisance.

6.0.6 The vessel owner should not allow any person to work on the Vessel or otherwise in the Harbour without Third Party Liability in the sum of TWO MILLION POUNDS nor so as to cause nuisance, annoyance or inconvenience to other Harbour users or damage to other Vessels and in particular the Owner shall ensure that the minimum of dust is caused when cleaning down or maintaining the Vessel or as a result of any other operation.

6.0.7 Animals may only be brought into the Harbour if they are at all times kept leashed and under the control of the Owner and do not cause inconvenience in the form of noise, nuisance, fouling of the pontoons or the communal areas or otherwise and insofar as is reasonably practical, animals shall be kept on board the Vessel at all times and the Council reserves the right to require the Owner to remove any animal from the Harbour.

6.0.8 Strict regulations exist for the control of rabies and no animal which is from abroad or has been abroad shall be brought into or landed in the Harbour or allowed on deck without the prior agreement of the Council Harbour Master and any breach or suspected breach of this Condition will be reported to the appropriate Authorities.

6.0.9 Vessel owners must not lay up vessels or associated equipment upon council property without prior permission of the Harbour Master.

6.0.10 Vessels must not be secured to any of the Harbour ladders or rails.

6.0.11 No person shall display any bill or placard, or write or draw, paint or mark in any way, Council property. Commercial boat operators must obtain the permission, in writing, of the Harbour Master before advertising board are

displayed around the Harbour (ply for hire license holders are subject to specific restrictions set out in 2.3).

6.0.12 Vehicles can park in the slipway parking bays but not along the Cobb, except in exceptional circumstances, and only with the permission of the Harbour Master. Such circumstances include the loading and unloading of goods.

6.0.13 A vessel owner shall not cause or permit to be caused any obstruction within the Harbour or upon council property. Vessels must not be left on the slipway at any time unless by the agreement of the Harbour Master.

6.0.14 Commercial fisherman may not cast any type of net or line in any part of the Harbour approaches without the prior permission of the Harbour Master.

6.0.15 Commercial fisherman must not land their catch on any passenger vessel landing steps without prior permission of the Harbour Master

6.0.16 Commercial fishing vessels must stow their trawl boards and any other Harbour overhanging obstructions upon entering the Harbour area and put out fenders.

6.0.17 Commercial fishermen must not discharge any fish waste into the Harbour. They must also ensure that any bait kept on their vessel overnight is refrigerated to avoid strong odors spoiling the enjoyment of other mooring holders wishing to use their vessel.

6.0.18 Any bait delivered to the Harbour for commercial fishermen must be stored in the designated areas and covered to avoid the attraction of seagulls. The purchaser of the bait is responsible for ensuring that all the bait is cleared, and the storage areas are washed and swept clear of detritus. Failure to comply will result in the levy being charged if the Harbour staff must clean down the area.

7 Payments due To the Council

7.0.1 The Owner shall pay the Charges as determined by the Council from its annual Harbour Due & Charges and all such payments shall be subject to Value Added Tax.

7.0.2 The Council shall have the right to exercise a general lien upon the Vessel and/or its gear and equipment or any property of the Owner in or upon the Harbour and whether afloat or ashore until such time as any monies due from the Owner to the Council under the terms of the Application shall have been paid in full.

7.0.3 If the Owner shall fail to pay the Council any sum levied under the Application within twenty eight days of the due date the Council shall be entitled

to seize, immobilize and sell the Vessel including its gear and equipment and in this event the Council shall give the Owner written notice of its intent and such notice shall confirm the Vessel will not be sold for a period of fourteen days from the date of the notice and shall include details of any sum due and payable to the Council.

7.0.4 The Council shall repay any sums which it shall receive from the sale of the Vessel under the terms of the Application after deducting any sums due to the Council and any reasonable legal or other expenses including costs of the sale which shall result from the Owner's breach of the Application.

7.0.5 In the case of a Vessel or Vessels owned by a Limited or Public Limited Company, a personal guarantor is required for payment of all invoices raised against the Vessel or Vessels within the Terms and Conditions of the Application and such guarantor shall personally complete and sign the relevant section of the Application Form before it is submitted.

7.0.6 Launching fees are payable before launching and must be accompanied by proof of third-party insurance. Uninsured boats will not be allowed to cross council land to launch.

7.0.7 Vessel owners paying "use of slipway charges" may only leave their boats in the Harbour or on the pontoon overnight on approval of the Harbour Master and on payment of a "launch and moor" fee.

7.0.8 All debtors to the Council must be settled in the year they fall due. Any debts outstanding for whatever reason, at the end of one season will mean that storage and/or season ticket facilities for the following season will be withdrawn.

8 Liabilities, Indemnity and Exclusion

8.0.1 Any person using any part of the Harbour or its facilities for whatever purpose and whether by invitation or otherwise does so entirely at his own risk and the Owner undertakes to bring the contents of this Condition to the attention of his family and visitors.

8.0.2 Notwithstanding anything to the contrary in the Application, the Council shall not except in respect of death or personal injury caused by negligence of the Council be liable to the Owner, his family or visitors by reason of any representation or implied warranty condition or other term or duty under common law or under any express term of the Application for any consequential loss or claim (whether for loss of profit, enjoyment or use of the Vessel or other occasioned by negligence of the Council or its employees, sub-contractors or otherwise) arising out of or in connection with any act or omission of the Council relating to the provision of the Mooring and/or the use of the Harbour or its facilities, including but not limited to the pontoons, slipways and car parks.

8.0.3 The Owner shall indemnify the Council from and against all actions, claims, proceedings, expenses and demands made against the Council by third

parties in respect of any damage or liability caused by or arising from the willful act, neglect or default by the Owner or of any person acting for or on behalf of the Owner.

8.0.4 The Owner shall pay the Council's reasonable charges for making good any damage to persons or property in the Harbour, if such damage shall result from any activity of the Owner which shall be in breach of the Terms and Conditions set out herein.

8.0.5 No warranty or representation is expressed or implied by the Council as to the suitability of the Mooring for the Vessel or of any mooring, structure, gear, depth of water or other facility provided by the Council under the terms of the Application.

8.0.6 The council does not accept responsibility for any damage to, or from, any boat, trailer, or associated equipment whilst in the Harbour, or upon any part of the council's property. The Harbour Master may remove vessels stored on Council property if, in his opinion, such vessels are causing an obstruction.

9 Termination

9.0.1 If the Owner shall in the opinion of the Harbour Master be in breach of any Term of the Application and shall not have remedied such breach within fourteen days of written notification thereof by the Harbour Master, the Council shall have the right to terminate the Application forthwith by notice in writing to the Owner. Provided that it shall not be necessary for the Council to give notice of breach as aforesaid, and the Council shall have the right to terminate the Application forthwith by notice in writing to the Owner, if either

9.0.1.1 The breach is not, in the opinion of the Harbour Master, capable of remedy; or

9.0.1.2 injury or damage has been caused to any person or to the Harbour or to property of the Council or of any other person because of the breach (whether or not the breach is capable of remedy).

9.0.2 Upon such termination of the Application, the Council shall have the right to require the Owner to remove the Vessel from the Harbour within fourteen days and if the Owner shall fail to remove it the Council shall be entitled to remove the Vessel from its Mooring and locate it elsewhere and the Owner shall pay storage, removal and all other fees reasonably incurred by or due to the Council including alternative mooring fees.

9.0.3 The Owner shall have the right to terminate the Application by twenty-eight days' notice in writing sent Recorded Delivery to the Council at its Harbour Office and shall remain liable for Harbour Dues and Charges until such notice is

received and the Vessel has been removed from the Harbour in accordance with the terms of the Application.

9.0.4 Breach of the Harbour rules – The following procedure shall be followed for dealing with other users who are in breach of the Harbour rules; First offence – verbal warning by the Harbour Master noted in the Harbour diary. Second offence will result in written warning by the Harbour Master. Third offence, barred from using Harbour facilities in writing from the Harbour Master, no repayment of Harbour fees. Gross misconduct would result in barred from using Harbour facilities immediately by the Harbour Master, to be reported to the Environment & Wellbeing Manager as soon as possible and a confirmation letter sent within 5 working days. Any appeal must be made in writing and will be dealt with by the next higher Management level. This means you are barred from Bridport and Lyme Regis Harbours.

10 Harbour Management

10.0.1 The Council expressly reserves the right to introduce new Rules and Regulations to vary those existing regarding an Application and shall give the Owner not less than thirty days' prior written notice of any such additions or variations.

10.0.2 The Council and the Owner expressly agree that it is not the intention of the parties to create the relationship of Landlord and Tenant and that the Application is personal to the Owner and is not assignable or capable of being dealt with in any other way.

10.0.3 The Owner shall immediately inform the Council of any change of address, vessel, partnerships, or other details declared in the application form.

10.0.4 The owner shall at times strictly abide by all statutes, rules, regulations, and bylaws in relation to the exercise of the rights and obligations of the mooring.

10.0.5 For passengers carrying vessels, the Harbour Master reserves the right to go aboard and inspect the vessel if he has a just reason to do so.

11 Attributed Conditions

To all Owners:

Payment to the Harbours are set to immediate payment. Payments must be made within 28 days of the date of invoice, unless otherwise agreed with the Council.

Calculation of length shall include all projections and in the event the Vessel is found to exceed the stated length, an invoice will be raised for the vessel difference. In line with the Harbour Dues and Charges plus and additional admin fee.

No speedboat racing, parascending or hydroplaning shall be allowed within the Harbour except with the permission of the Harbour Master.

No Water skiing or the use of jet skis shall be permitted in the Harbour.

A water speed limit of “Dead Slow” or as defined from time to time shall be maintained in the Outer and Inner Harbour.

No person under the age of twelve years shall oversee and no person shall cause or permit such person to oversee any vessel navigating within the Harbour unless with the Harbour Master’s consent.

In all relevant instances requiring approval, in the absence of the Harbour Master, the user must directly apply to the Environment and Wellbeing Manager.

USEFUL TELEPHONE NUMBERS

Harbour Administration, Finance (Customer Queries) 01305 252360

Bridport Harbour Master	01308 423222
Bridport Assistant Harbour Master	07870 240636

Lyme Regis Harbour Master	01297 442137
Lyme Regis Assistant Harbour Master	07870 240645