

## **Boat Mooring Terms and Conditions and Policy for Sandwich Quay**

All use of Sandwich Quay moorings is subject to these Terms and Conditions.

1. Under these Terms and Conditions, the following words shall have the following meanings:-
  - “Us”, “We”, “Our” etc. means Dover District Council and its employees and agents.
  - “You”, “Your” etc. means the owner of the vessel and includes a master or agent, or other persons (other than “Us”) for the time being lawfully in charge of the vessel with the owner's permission.
  - “Licence” means the Licence granted to You to berth the vessel on our moorings at Sandwich Quay under these Terms and Conditions.
  - “Licence Fee” means the fee payable by You to Us in accordance with these Terms and Conditions.
  - “Vessel” means the vessel named in your Mooring Application [or renewal thereof] whose name and licence number will appear on the Licence.
- 1.1 Short-term moorings may be granted for a maximum stay of twenty-eight days. Otherwise long-term moorings are allocated on a year by year basis (each Licence will be granted for the period 1 April–31 March in any year or for any part thereof) and the Licence may be renewed upon application made annually and upon payment of the published annual mooring fee and provided that you adhered to the Terms and Conditions.
- 1.2 Dover District Council does not provide Residential Moorings. A residential mooring means a mooring that is suitable for a vessel that is fitted out and used as a houseboat for permanent residential use (as opposed to a vessel used only for leisure/recreational purposes). Sandwich Quay does not have facilities or services for Residential Moorings and there is no planning consent for Residential Moorings. It is therefore a condition of the Licence that you will use or allow the vessel to be used for recreational and leisure purposes only and will not occupy the mooring for residential purposes.
- 1.3 Nothing in this Licence entitles You to the exclusive use of a particular berth; boats may be moved to a similar mooring at the discretion of Dover District Council.
- 1.4 We have the right to board, moor, enter or carry out any emergency work on the vessel, or to move the vessel, if in Our opinion it is necessary for the safety of the vessel or the safety and/or convenience of other users of the moorings.
- 1.5 The Licence is personal to You and may not be assigned.
- 1.6 Sub-letting of moorings is not permitted.
- 1.7 The storage of equipment on the Sandwich Quay is not permitted.
- 1.8 a. We agree to provide to You mooring on Sandwich Quay for the vessel for the duration of the Licence in consideration for You paying Us the Licence fee.
  - b. The short term charge is a set fee which is calculated on a daily basis up to five days, the additional two days are free of charge. The maximum short stay permitted is twenty eight days.
  - c. All long term charges are calculated on the length of the vessel to the nearest metre on a weekly basis, all mooring fees are displayed on a notice board on the toilet block, facing the river and reviewed on an annual basis.
  - d. The Licence shall not be automatically renewed but will terminate at the conclusion of any Licence period, if not terminated sooner by Us or You under the provisions of Clause Numbers 1.8i, 9, 10 and 11.

- e. You must notify Us in writing or by email of the details of any change of mooring arrangements for Your vessel or change of Your name, address or telephone number.
  - f. You must ensure that at all times Your vessel is maintained in a clean and tidy state and in a seaworthy condition with the means of self propulsion at all times.
  - g. The vessel must be moored by You in a seaman-like manner and in such a configuration and position as We may from time to time require. You must ensure that the vessel is left properly moored, secure and safe when not in use.
  - h. You shall pay for all loss, damage, costs, claims or proceedings incurred by or instituted against Us, which may be caused by the vessel or by You, your employees, agents, crew, guests or contractors, except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or deliberate act of Ours or those for whom we are responsible.
  - i. You shall insure the vessel against loss or damage howsoever caused and shall maintain public liability/third party insurance in respect of yourself, crew, passengers, agents, visitors and guests in a sum of not less than five million pounds in respect of each accident or damage and in respect of salvage insurance. On receipt of the Mooring Application You will be required to produce proof of public liability insurance and the minimum of third party insurance to ensure any loss or damage caused is adequately indemnified. Further, if, on request made at any time by Dover District Council proof of such insurance cannot be produced the Licence may be rescinded by Notice to Quit served with one month's notice unless and until proof of satisfactory insurance is produced for inspection.
  - j. Anyone more than three months in arrears with their mooring fee payments may be served a one month's Notice to Quit and will not be invited to renew the mooring on Sandwich Quay for the following two years. The failure to pay could also include the threat of court action to recover the fees and the eventual seizure of the vessel to sell in order to recover the mooring fees outstanding.
2. We reserve the right to use any unoccupied moorings while boats are ashore or away from their berth.
  3. We shall not be liable for the loss, theft or any other damage of whatsoever nature caused to any vessel or vehicle or other property (whether insured or not) belonging to You or others claiming through You; except to the extent that such loss, theft or damage may be caused by the negligence or deliberate act of Ours or those for whom We are responsible.
  4. You shall not do or permit to be done upon or about the vessel anything which in Our opinion may cause damage, danger or annoyance or become a nuisance to the Council or to persons on or about the river or the Quay. This includes (but is not limited to) obstruction of passageways, footpaths, pavements, car parking spaces or other Council property. Excessive noise or disturbance of other persons is not permitted.
  5. You shall not use, or allow to be used; the vessel or any part of Our property or premises for commercial or business purposes or carry out any works to or on the vessel without Our written permission.
  6. No refuse or noxious substances may be discharged or thrown overboard or left on the Quay side or disposed of in any way other than in the receptacles provided by Us or by removal from the Quay. No sewage may be discharged or thrown overboard into the river.
  7. If parallel mooring is undertaken this should not impede accessibility to the main navigable channel on the River.
  8. The Harbour Master may direct moorings on the Quay from time to time if an obstruction to the navigation way or any health and safety issue become apparent. Whilst the Harbour Master is

not the Quay Master you must comply with all reasonable directions issued by the Harbour Master for the safe and efficient operation and management of the moorings at the Quay.

9. You may terminate the Licence at any time by giving four weeks written notice of termination to Property Services, Dover District Council, White Cliffs Business Park, Dover, Kent CT16 3PJ; only full months mooring fees will be refunded, in the case of the long term fees only whole months after the first three will be refunded. In each case this will be subject to set off for any reasonable losses or expenses incurred by Us.
10. Without prejudice to Clauses 1.8h and i and 10, in the event of any breach of these Terms and Conditions by You, We shall have the right to serve a written notice on You, specifying the breach and requiring compliance within 14 days of the notice. If the breach is not rectified within the 14 day period, We have the right to terminate the Licence by service of one month's Notice to Quit.
11. In the event of any serious or persistent breach of these Terms and Conditions by You We reserve the right to terminate the Licence by service of a one month's Notice to Quit on You and only full months mooring fees will be refunded. In the case of the long term fees only whole months after the first three will be refunded. In each case this will be subject to set off for any reasonable losses or expenses incurred by Us.
12. If you fail to remove the vessel from the mooring after termination of the Licence we shall be entitled to:
  1. damages equivalent to the mooring fee which would have been payable by You if the Licence had not been terminated;
  2. Remove the boat from the mooring at your risk (except for loss or damage caused by Our negligence during such removal) and keep it elsewhere and charge You with all costs arising out of such removal and storage (including alternative mooring fees).
13. Any notice to be served under these Terms and Conditions shall be duly served if delivered personally to the other party or sent through the post in a prepaid envelope addressed to the party at its address set out in the Moorings Application or any other address notified by one party to the other in writing as being its address for service of notice and any notice sent through the post shall be deemed to have been duly served at the time when such letter would in the ordinary course of post be delivered.
13. These Rules and Regulations must be observed by all persons using or visiting the Quay and may be altered or amended from time to time by Us. Upon such notice of amendment being displayed on the Notice Board at Sandwich Quay; it shall be deemed to be incorporated in the Licence at the expiration of 14 days from the date of the notice.

## **SAFETY NOTICE**

All persons visiting or using any part of the Council's mooring facilities on Sandwich Quay for whatever purpose do so at their own risk unless any injury or damage to person or property sustained on the Quay was caused by or resulted from the Council's negligence or deliberate act or that of those for whom the Council are responsible. Petrol and other flammable substances shall not be stored on a vessel except in a receptacle specifically constructed for such purposes. A speed limit of 6 knots applies to all vessels under power near the moorings and no vessel shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels on the River.

If you have any comments please contact Property Services at Dover District Council on 01304 821199 or by e-mail at [propertyservices@dover.gov.uk](mailto:propertyservices@dover.gov.uk)