

| Boat Owner Details | Vessel Details |
|---------------------------|--------------------------------|
| Name: (Mr/Mrs/Miss/Ms/Dr) | Name: |
| Address: | Make & Model: |
| | Sail/Power |
| | LOA: |
| Postcode: | Draught: |
| Telephone: | Beam: |
| Mobile: | Outboard Engine: |
| E-mail: (PLEASE PRINT) | Inboard Engine: |
| | Description/ Special Features: |

| | Yes | No | (please tick box) |
|--|-----|----|--------------------|
| Are you an existing permanent Mooring Holder? | | | Mooring No: |
| Are you on the LHC waiting list for a permanent mooring? | | | W/L No: |
| Have you held a temporary mooring licence in the preceding licence period? | | | Dates: Winter |
| Do you require a dinghy space? | | | TT Name: Disco No: |

Please tick below the period you wish to be considered for (Maximum 6 Months - Subject to Availability)

| April | May | June | July | August | September |
|-------|-----|------|------|--------|-----------|
| | | | | | |

Dates you wish to start and end mooring agreement? From: To:

| | | |
|--|---|--|
| Message for Allocations Officer: i.e. preferred location, walk ashore, non-walk ashore, electricity etc. | | |
| <input type="checkbox"/> Dan Bran | <input type="checkbox"/> F/A Deepwater | |
| <input type="checkbox"/> Fortuna Pontoon | <input type="checkbox"/> Tidal Restricted | |
| <input type="checkbox"/> Town Quay | <input type="checkbox"/> Above Bridge | |

INVOICE PAYMENT TERMS:

1. Payment must be made within 14 days from the date of invoice.
2. Any payment outstanding 14 days after the invoice date may accrue interest at the rate of 4% per month.
3. Failure to settle accounts within 14 days of the due date may, at the discretion of the Commissioners; result in the cancellation of any service still being provided. This will not release the service user from their contractual obligation to pay for facilities used up to the date of cancellation.

Declaration

I confirm that the details above provide complete and accurate information. I confirm I have read and accept the Terms & Conditions published at www.lymingtonharbour.co.uk/terms and overleaf.

| Name | Signature | Date |
|------|-----------|------|
| | | |

FOR LHC OFFICE USE:

Notes:

| | |
|------------------------------|--|
| E Harbour Ref. No: | |
| Wait List Date: | |
| Mooring Allocated: | |
| Agreed Start Date: | |
| Mooring Holder Discount: | |
| Receipt Logged (Date & Time) | |

LONG TERM VISITOR (LTV) MOORING LICENCE – TERMS & CONDITIONS

1. All mooring licence allocations are made from the LTV mooring waiting list. Mooring licence periods are split into two seasons: -
 - Summer (1st April to 30th September) - Waiting list open for applications from 2nd January preceding each season.
 - Winter (1st October to 31st March) - Waiting list open for applications from 1st July preceding each season.

A separate application form must be completed for each season or part thereof.

2. At the time of mooring licence allocation, priority will be given to applications for compatible moorings in the following order:-
 - a) **Applicants on the waiting list for a local resident annual mooring licence** – In resident mooring waiting list seniority date order. In case of more than one application with the same resident mooring waiting list seniority date, allocations will be prioritised in the date and time order that LTV mooring applications are received.
 - b) **Applicants not on the waiting list for a local resident mooring** – In application date and time order.
3. Mooring licences are made in respect of the craft and owner referred to on the invoice and for the temporary period specified. Separate provision is necessary for mooring a tender.
4. Moorings are let on a whole calendar month basis and no discount will apply for licences issued part way through a month. Boats may have to be moved at short notice to facilitate works or the return of the allocated mooring holder.
5. In the case of persons not on the waiting list for a local residents annual mooring licence, the maximum number of consecutive months for which a mooring licence will be granted is six. Thereafter a six week break is required before being eligible to reapply. This restriction does not apply to commercial moorings or persons on the waiting list for a local resident annual mooring licence.
6. Moorings are let subject to payment on demand at the published charges applicable from time to time. Payment must be made in accordance with Lympington Harbour Commissioners invoice payment terms.
7. Mooring charges are based on LOA (length overall) of the vessel to be moored including any overhangs from (but not limited to) engines, anchors, davits, auto steering etc. Mooring licence holders are responsible for accurately declaring the LOA of their vessel. If the declaration is subsequently found to be incorrect, the Commissioners reserve the right to recover correct payment.
8. Charges apply from the date of acceptance of the mooring licence to the date written cancellation has been received regardless of whether the mooring is occupied. Charges will be levied in accordance with the published rates prevailing from time to time. Please inform the [Harbour Office](#) if the mooring is to remain unoccupied for an extended period. This is compulsory if you are away for over 14 days. No refund will be made for any period the berth/mooring is not occupied. The Commissioners reserve the right to make use of the berth/mooring during any period of absence by the mooring licence holder.
9. The allocated mooring must be vacated immediately on expiry of the mooring licence. Failure to do so will result in any extra days being charged at the published visitor rates and/or the craft being impounded.
10. Mooring licences are allocated to the applicant for their personal use. Mooring licences are not transferable and may not be sub-let or loaned. Anyone found sub-letting or loaning their mooring will be deemed to have cancelled their licence. Should a licence holder wish to authorise another to use his or her boat the licence holder must first provide written notification to the [Harbour Office](#).
11. The Commissioners do not accept any liability for any damage to craft, persons or equipment caused by incorrect use of licenced moorings or pontoons, or by third parties. Holders of mooring licences are required, in their own interests, to advise the Harbour Master immediately should any defects become apparent in buoys, ropes or moorings. Boat owners are required to provide and use appropriate mooring equipment for their size of vessel including suitable fendering and mooring lines. Outboards that are tilted up on boats or tenders moored on swinging moorings, fore and aft trot moorings and in the tender mooring areas, must have the exposed propellor protected.
12. The mooring licence holder shall at all times be responsible for the proper upkeep and safe condition and maintenance of the craft using the mooring and shall maintain it in good, clean and seaworthy condition.

13. The vessel using the mooring is to be insured for recovery and removal from the harbour in the event of sinking and carry £3,000,000 third party cover.
14. All craft must be clearly marked with their name or other means of identification.
15. Mooring licence holders and all persons using the same must comply with all reasonable instructions given by the Commissioners or by the Harbour Master and must comply with all national and local legislation including (but not limited to) the Lymington Harbour General Directions 2014, all applicable fisheries legislation within harbour limits; the International Regulations for the Prevention of Collisions at Sea, and the Terms & Conditions published from time to time by the Commissioners in connection with their management of the harbour and property. Copies of the General Directions are displayed at the Harbour Office and on the [Lymington Harbour website](#). Copies are available free on request.
16. Persons accepting a mooring licence are deemed to accept the published terms and conditions including the Lymington Harbour Commissioners privacy policy. In the event of default, the mooring licence may be cancelled. In these circumstances no refund will be due.
17. Lymington Harbour Commissioners may revise these terms and conditions of use at any time. In this event we will notify you. If you do not agree with the changes, you may end the contract and we will reimburse you for services which have not been provided. Published terms and conditions are available at www.lymingtonharbour.co.uk/terms and at the Harbour Office.
18. Nothing in these Terms shall exclude or in any way limit the Commissioners liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that the same may not be excluded or limited by law.