



TERMS OF BUSINESS

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1. TERMS & CONDITIONS OF USE

USE OF HARBOUR

1. Harbour dues are payable at the published charges applicable from time to time in respect of all vessels entering, using or leaving the harbour, or using Lymington Harbour Commissioners landing facilities.
2. Harbour dues may be invoiced separately, or in the case of services provided by Lymington Harbour Commissioners (mooring / berthing / slipway), may be included within a combined charge but will be identified separately. Lymington Harbour Commissioners will separately identify the element of harbour dues charged that will be exclusively used for the purposes of harbour protection. In certain circumstances where high volumes of commercial use occurs and published threshold limits are reached, Lymington Harbour Commissioners may at their discretion negotiate a compound due.
3. Additional charges apply for optional commercial services such as (but not exclusive to) annual or temporary mooring rental, use of visitor moorings, slipways, scrubbing grids and electricity.
4. All vessels using the harbour must comply with all relevant national and local legislation including (but not limited to) the Lymington Harbour General Directions 2014 and the International Regulations for Preventing Collisions at Sea 1972.

ANNUAL MOORING WAITING LIST – TERMS & CONDITIONS

1. Applicants are only eligible to join the waiting list if they are permanently residing (i.e. living at their main home) on the mainland within 7 miles of Lymington Church (or 11 miles for commercial fishing berths) and are 18 years of age or older. A copy of the applicant's driving licence must accompany the application as a proof of residence. Applicants are responsible for ensuring that the Commissioners are provided with up to date contact details.
2. To qualify for a commercial fishing berth licence, you must own and commercially operate a fishing vessel registered in the UK and holding a licence to fish for sea fish that will be sold, or own and commercially operate an angling charter boat that has been certified under the MCA Small Commercial Vessels (SCV) Code of Practice.

3. Applications to join the waiting list received after the 15th March 2020, will be limited to a maximum boat length of 10.5m length overall (LOA) or 12m for commercial fishing berths. This restriction also applies to existing waiting list applicants and mooring licence holders who make an application to vary the size of their boat after the 15th March 2020. LOA means the length of the vessel including all extensions such as dinghies in davits, bowsprits, pulpits, bathing platforms, anchors, engines, auto steering etc. Applicants are responsible for accurately declaring the LOA of their vessel.
4. Applications must be in one name and are not transferable, i.e. joint applications are not permitted. Any partner in a boat who at some future date may wish to be allocated a mooring licence in their own right must apply to join the waiting list providing they fulfil the residency criteria. Members of a mooring licence holder's family, for example a spouse or children, are reminded that they have no rights to take over a mooring licence. Where in the event of the death of the mooring licence holder, their spouse is already on the waiting list for a mooring, the Commissioners may exercise discretion if the spouse has not yet served enough time on the waiting list to qualify for a mooring licence in their own right.
5. While on the waiting list, applicants must continue to satisfy the qualifying condition for local residency to the satisfaction of the Commissioners. In determining local residency, Commissioners will seek to establish a true measure of bona fide local residence. In doing so the Commissioners may look at a range of indicators such as the driving licence, council tax bill showing the building is occupied and in the applicants name, whether the local residence is let out, whether the applicant is registered locally on the electoral roll and whether the applicant lives away from the local residence and if so, for how long. The Commissioners can at any time require the applicant to produce evidence to this effect. The Commissioners decision is final. In the event of default, the waiting list allocation will be cancelled and no refund will be made.
6. The date an applicant is first accepted onto the waiting list is their seniority date.
7. Moorings licence allocations are made from the waiting list based on the length of time that an applicant has been on the waiting list (seniority date) and the compatibility of their boat with the available mooring.
8. Persons on the waiting list will only be eligible for an annual mooring licence if they accept the [annual mooring licence terms and conditions](#) prevailing at the time the licence is offered.
9. If a mooring licence offer is refused, the applicant can remain on the waiting list at the original application date. However if an offer is refused a second time, the applicant will drop to the bottom of the waiting list. An applicant may elect to go on 'hold'. In these circumstances an applicant may continue to remain on the waiting list with their original seniority date but will not be offered a mooring licence when they have reached the top of the waiting list for a compatible mooring. An applicant may elect to come off 'hold' at any time.
10. A non refundable administration charge will apply every three years (in advance) and will be charged pro rata for applicants joining the waiting list between administration years. The administration charge will be at the published rates prevailing from time to time. Payment must be made in accordance with Lymington Harbour Commissioners [invoice payment terms](#).
11. Persons joining the waiting list are deemed to accept the published terms and conditions including the Lymington Harbour Commissioners privacy policy.
12. Lymington Harbour Commissioners may revise these conditions of use at any time. In this event we will notify you. Published terms and conditions and the privacy policy are available at www.lymingtonharbour.co.uk/terms and at the Harbour Office.
13. 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.

ANNUAL MOORING LICENCE – TERMS & CONDITIONS

1. Moorings [Mooring and Berths] are licenced for 12 months from 1st April and are allocated from the [annual mooring waiting list](#) subject to payment on demand at the published charges applicable from time to time. No refund will be given if a mooring licence is cancelled or not used during the licence term unless the cancelled mooring licence is reallocated to another party within the paid for period. In these circumstances a pro-rata refund will apply from the date of reallocation. Payment must be made in accordance with Lymington Harbour Commissioners [invoice payment terms](#). Once a mooring licence has been cancelled, a new application must be submitted to re-join the annual mooring waiting list.

2. It is the policy of the Commissioners to allocate mooring licences to residents of Lymington who permanently reside (i.e. live at their main home) on the mainland within 7 miles (11 miles for commercial fishing berths) of Lymington Church. In determining local residency, Commissioners will seek to establish a true measure of bona fide local residence. In doing so, the Commissioners may look at a range of indicators such as the driving licence, council tax bill showing the building is occupied and in the applicants name, whether the local residence is let out, whether the applicant is registered locally on the electoral roll and whether the applicant lives away from the local residence and if so, for how long. Mooring licence holders are responsible for ensuring that the Commissioners are provided with up to date contact details.
3. To qualify for a commercial fishing berth licence, you must own and commercially operate a fishing vessel registered in the UK and holding a licence to fish for sea fish that will be sold. Alternatively, you must own and commercially operate an angling charter boat that has been certified under the MCA Small Commercial Vessels (SCV) Code of Practice. At the time of mooring licence allocation and thereafter on request, applicants must provide proof of eligibility. For owners of fishing vessels, mooring licence holders must provide a copy of a valid fishing vessel licence granted by the Marine Management Organisation and a valid certificate of registry from the UK Ship Register. For owners of angling charter boats, mooring licence holders must provide a valid certificate issued under MCA Small Commercial Vessels (SCV) Code of Practice.
4. Mooring licence holders who move out of the qualifying residency area will forfeit their mooring licence after a 12 month period of grace. To qualify for the period of grace, mooring licence holders must declare their intention to relocate outside the mooring area in advance. Commissioners may use their discretion to waive the residency rule in exceptional circumstances.
5. The mooring licence holder must be an owner of the boat allocated to the mooring. If a boat is owned jointly, the mooring licence holder's share in the boat must not be less than the share owned by any other joint owner. To demonstrate ownership, the Commissioners require a copy of the insurance policy with the mooring holder as named insured and either a copy of the Bill of Sale or a copy of the Registration Certificate for the boat showing the mooring holders interest. In the case of partnership boats, the Commissioners require an up to date declaration of the owners and ownership proportions.
6. The mooring licence holder must continue to satisfy the qualification conditions throughout the term of the mooring allocation to the satisfaction of the Commissioners. The Commissioners can at any time require the mooring licence holder to produce evidence thereof. The Commissioners decision is final. In the event of default, the mooring licence will be cancelled. In these circumstances no refund will be due.
7. The mooring licence is granted to the applicant for their personal use. Moorings are not transferable and cannot be assigned following a change in ownership of the boat or in a change of the shareholding in the case of partnership boats. Should a berth holder authorise another to use his or her boat, this must be advised in writing to the [Harbour Office](#).
8. Any partner in a boat who at some future date may wish to be allocated a mooring licence in their own right must apply to join the waiting list providing they fulfil the residency criteria. Members of a mooring licence holder's family, for example a spouse or children, are reminded that they have no rights to take over a mooring licence. Where in the event of the death of the mooring licence holder, their spouse is already on the waiting list for a mooring, the Commissioners may exercise discretion if the spouse has not yet served enough time on the waiting list to qualify for a mooring licence in their own right
9. No subletting or loaning of moorings is permitted; contravening this will result in the mooring allocation being revoked and the Commissioners seeking reimbursement for lost revenue based on its published overnight visitor mooring charges.
10. In the event of the death of the mooring licence holder, the remaining estate are given a 12 month period of grace before the mooring licence is cancelled. The period of grace is subject to the payment of any outstanding fees.
11. Mooring charges are based on LOA (length overall) of the vessel to be moored. LOA means the length of the vessel including all extensions such as dinghies in davits, bowsprits, pulpits, bathing platforms, anchors, engines, auto steering etc. Applicants are responsible for accurately declaring the LOA of their vessel. 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.
12. The [Harbour Office](#) must be informed if the mooring is to remain unoccupied for more than 14 days. No refund will be made for any period the mooring is not occupied. The Commissioners reserve the right to make use of the mooring during any period of absence by the mooring licence holder. Mooring licence holders must use their allocated mooring. Use of any unauthorised mooring will result in additional charges at the published visitor overnight rate.

13. Craft on moorings may be moved at any time without prior notice to facilitate work. Mooring licence holders will be informed if possible. During maintenance dredging operations, boats will be relocated to alternative mooring facilities within the Commissioners' jurisdiction. The Commissioners do not undertake to provide 'like for like' moorings during such periods as it is impractical to do so, i.e. pontoon berth holder may be relocated to a river mooring. In these circumstances no refund will be made.
14. Mooring licence holders should not change their craft without first ascertaining with the Harbour Master whether their mooring is suitable. All mooring allocations and mooring relocations are made based on the waiting list 'seniority' date of the applicant. If the allocated mooring is not suitable for the proposed craft, the mooring licence holder can go back on the waiting list at their 'seniority' date until he/she has reached the top of the waiting list for a compatible mooring. A mooring licence holder can only go back on the waiting list at their original 'seniority' date if they are actively looking for a new boat that is not compatible with their existing mooring. If an applicant declines an offer of an alternative berth, they will be deemed to be not actively seeking a new berth and will go to the bottom of the waiting list.
15. The Commissioners do not accept any liability for damage to craft, persons or equipment caused by incorrect use of licenced moorings or pontoons, or by third parties. Mooring licence holders are required, in their own interests, to advise the Harbour Master immediately should any defects become apparent in buoys, ropes or moorings. The mooring licence holder is 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.
16. 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.
17. 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.
18. All craft must be clearly marked with their name or other means of identification.
19. Tenders must display a valid mooring permit and must moor in the specified tender mooring area. Tenders not displaying a valid mooring permit or which are not moored in the allocated tender mooring area will be impounded. A release fee will apply.
20. No rubbish may be stored on pontoons. No equipment or fishing gear may be stored on pontoons except with the prior consent of the Harbour Master.
21. No equipment or fenders to be attached or connected to pontoons without prior consent of the Harbour Master.
22. Holders of a licence for a commercial fishing berth may use the LHC Commercial Quay (Fishermen's Quay) subject to complying with the [terms and conditions of use](#).
23. 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, 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.
24. 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.
25. 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 and the privacy policy are available at www.lymingtonharbour.co.uk/terms and at the Harbour Office.
26. 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.

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 Lymington 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.

VISITOR MOORINGS – TERMS & CONDITIONS

1. Unless otherwise agreed by the Harbour Master, visiting boats must use the designated visitor moorings at Town Quay, Dan Bran Pontoon and Harbour Master Pontoon.
2. Use of visitor moorings/berths is conditional upon payment on demand of the published charges applicable from time to time.
3. Advance booking is required for mooring on the Dan Bran Pontoon, Town Quay Pontoon (Finger Berths) and Harbour Master Pontoon.
4. The Commissioners do not accept any liability for damage to craft, persons or equipment caused by incorrect use of the moorings, or by third parties. Visitors are required to provide and use appropriate mooring equipment for their size of vessel including suitable fendering and mooring lines.
5. Visitors are required to be insured for the recovery and removal of their vessel from the harbour in the event of sinking and carry £3,000,000 third party cover.
6. Visitors are required to notify the Harbour Master if their boat is to be left unattended for more than 24 hours.
7. All persons using visitor moorings 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, 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.
8. Persons using visitor mooring services are deemed to accept the published terms and conditions including the Lymington Harbour Commissioners privacy policy.
9. Lymington Harbour Commissioners may revise these conditions of use at any time by amending this page. Published terms and conditions including the privacy policy are available at www.lymingtonharbour.co.uk/terms and at the Harbour Office.
10. 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.

SLIPWAY – TERMS & CONDITIONS

1. Use of the slipway to launch and recover boats is conditional upon payment on demand of the published charges applicable from time to time before use.
2. The Commissioners do not accept any liability for damage to craft, persons or equipment caused by improper use of the slipway. Users are required to follow the safety guidance published on the Lymington Harbour Commissioners [website](#), in the Lymington Harbour Guide and at the Bath Road slipway.
3. Persons launching a motorboat, rigid inflatable boat, or a sailing boat are required to be insured for the recovery and removal of their vessel from the harbour in the event of sinking and carry £3,000,000 third party cover. Persons launching canoes, kayaks and stand up paddleboards are recommended to hold third party insurance cover.
4. All persons using the slipway must comply with all reasonable instructions given by the Commissioners or by the Harbour Master and must comply with the Terms & Conditions published from time to time by the Commissioners in connection with their management of the harbour and property.
5. When launching for an emergency the RNLI lifeboat has priority on the slipway. Other users must keep clear.
6. Persons using slipway services are deemed to accept the published terms and conditions including the Lymington Harbour Commissioners privacy policy.
7. Lymington Harbour Commissioners may revise these conditions of use at any time by amending this page. Published terms and conditions including the privacy policy are available at www.lymingtonharbour.co.uk/terms and at the Harbour Office.
8. 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.

SCRUBBING GRIDS – TERMS & CONDITIONS

1. Use of the scrubbing grids is conditional upon payment in advance of the published charges applicable from time to time. Advance booking through the [Harbour Office](#) is required.
2. The Commissioners do not accept any liability for damage to craft, persons or equipment caused by improper use of the scrubbing grids.
3. Users are required to be insured for the recovery and removal of their vessel from the harbour in the event of sinking and carry £3,000,000 third party cover.
4. All persons using the scrubbing grids must comply with all reasonable instructions given by the Commissioners or by the Harbour Master and must comply with the Terms & Conditions published from time to time by the Commissioners in connection with their management of the harbour and property.
5. Use of power washers is prohibited to reduce the risk of contaminants from anti-foul paint entering the water. When scrubbing the hull or removing or applying antifouling paint, users must ensure that precautions are taken to avoid discharging contaminants into the water.
6. Persons using scrubbing grid services are deemed to accept the published terms and conditions including the Lymington Harbour Commissioners privacy policy.
7. Lymington Harbour Commissioners may revise these conditions of use at any time by amending this page. Published terms and conditions including the privacy policy are available at www.lymingtonharbour.co.uk/terms and at the Harbour Office.
8. 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.

SUPPLY OF ELECTRICITY – TERMS & CONDITIONS

1. An electrical supply is available to boats berthed on the Dan Bran and Town Quay pontoons subject to payment on demand at the published charges applicable from time to time (if applicable).
2. Lymington Harbour Commissioners cannot guarantee a constant supply and we make no assurance as to the suitability of the vessel to accept the supply, it being the responsibility of the owner to assess the vessel's suitability.
3. Lymington Harbour Commissioners accept no responsibility for loss or damage arising out of the supply or its termination.
4. Registration and payment for connection will be carried out only during Harbour Office opening hours.
5. Persons using electricity supply services are deemed to accept the published terms and conditions including the Lymington Harbour Commissioners privacy policy.
6. Lymington Harbour Commissioners may revise these conditions of use at any time by amending this page. Published terms and conditions including the privacy policy are available at www.lymingtonharbour.co.uk/terms and at the Harbour Office.
7. 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.

LHC COMMERCIAL QUAY (FISHERMEN'S QUAY) – TERMS & CONDITIONS

1. Use of the commercial quay area at Town Quay is restricted to commercial / charter fishermen for the purpose of loading or landing goods, equipment and crew in connection with their commercial activity subject to the following conditions.
2. No rubbish to be left on the quay.
3. No fishing gear or equipment is to be left unattended on the quay. In exceptional circumstances to facilitate maintenance or transport of fishing gear or equipment, an advance request can be made to the Commissioners for temporary storage up to a maximum of 48 hours. Such requests will only be granted provided the equipment is stored neatly and does not impede safe use or access to the working quayside by others.
4. No boats are to be moored unattended at the quayside.
5. No vehicles to be parked unattended on the quayside. A vehicle is deemed to be parked unattended if the owner of the vehicle is not at the quayside or at their moored boat within hailing distance of the quayside. Persons parking their attended vehicle are asked to park with consideration so as not to obstruct access. Persons requested to move or remove their vehicle when access is required and being obstructed should do so. Under no circumstances should vehicles be left on the quayside if leaving the quay area.
6. All commercial vessel use of the quayside is subject to payment of appropriate harbour / landing dues.
7. Persons using the commercial quay are deemed to accept the published terms and conditions including the Lymington Harbour Commissioners privacy policy. In the event of default, persons may be prohibited from using the quay facilities and/or have their mooring licence cancelled (if applicable).
8. Lymington Harbour Commissioners may revise these conditions of use at any time by amending this page. Published terms and conditions including the privacy policy are available at www.lymingtonharbour.co.uk/terms and at the Harbour Office.
9. 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.

PUBLIC LANDINGS – TERMS & CONDITIONS

1. Unless agreed by the Harbour Master, use of the public and commercial landings at Town Quay and the Harbour Master Pontoons is restricted to pick up/drop off only. The maximum wait time for non-commercial craft is 20 minutes. The maximum wait time for commercial vessels licenced for up to 12 passengers is 30 minutes. The maximum wait time for commercial vessels licenced for over 12 passengers is 40 minutes.

2. Commercial vessels who have completed loading/discharge operations must vacate the berth if other vessels are waiting for access.
3. Use by commercial vessels is subject to the payment of the published harbour and landing dues.
4. Non-commercial craft must not use the commercial landing at Town Quay.
5. No boats are to be moored unattended without permission from the Harbour Master.
6. No boats are to moor on the designated Emergency Services area of the Harbour Master pontoon which is marked by yellow and black hatching.
7. Persons using the public landings are deemed to accept the published terms and conditions including the Lymington Harbour Commissioners privacy policy. In the event of default, persons may be prohibited from using the quay facilities and/or have their mooring licence cancelled (if applicable).
8. Lymington Harbour Commissioners may revise these conditions of use at any time by amending this page. Published terms and conditions including the privacy policy are available at www.lymingtonharbour.co.uk/terms and at the Harbour Office.
9. 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.

2. INVOICE PAYMENT TERMS

TEMPORARY MOORINGS

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.

ANNUAL MOORINGS AND OTHER SERVICES

1. Payment must be made within 21 days from the date of invoice.
2. Any payment outstanding 21 days after the invoice date may accrue interest at the rate of 4% per month.
3. Failure to settle accounts within 21 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.