

## Cowes Harbour Commission (2014)

### Terms and Conditions for Cowes Week and Classics Week Moorings

(Relevant Items from our Standard Terms and Conditions, Please see full Terms and Conditions displayed at the Company offices and web sites)

1. In these Conditions, the Company shall mean the Company and/or its Agent or Agents to whom the application for berthing is made which may be one or more of its Associated Companies, Concessionaires, Tenants and Assignees for the operation (if any) of the Marina, Boatyard, or any other Harbour Facility. The expression "harbour" shall include a Marina, Moorings or any other facility for berthing a vessel. The expression "Owner" shall include a Charterer, Master, or Agent or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle.
2. (a) All vessels and vehicles in or on the Company's harbour or premises may be moved by the Company at anytime, to any other part of the same harbour or premises.  
(b) The Company shall not be liable whether in contract, tort or otherwise, for any loss, theft, or any other damage of what so ever nature caused to any vessel or vehicle or other property of the Owner or others claiming through the Owner except to the extent that such loss, theft or damage may be caused by the negligence or wilful act of the Company or those for whom the Company is responsible.  
(c) The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the Owner's vessel or vehicle or by the Owner, his servants, agents, crew, guests or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible.  
(d) The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £2,000,000 in respect of each accident or damage and in respect of each vessel adequate salvage insurance. Such insurance shall be affected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to the Company on demand.
3. Mooring Licences are not transferable. No subletting of moorings is permitted; contravening this will result in Licences being revoked.
4. Cowes Week and Cowes Classics Week moorings are non-refundable.
5. (a) The Company has the right to exercise a general lien upon any vessel and/or other property of the vessel's Owner whilst in or on the Company's harbour or premises until such time as any money due to the Company in respect of the vessel and/or other such property whether on account of rental, storage, commission, access or berthing charges, work done or otherwise shall be paid.  
(b) Payment for a Licence, mooring or service signifies the acceptance of the owner of the Terms and Conditions.
6. (a) The owner/skipper of any vessel moored in the Harbour is at all times solely responsible for the safety and security of that vessel. If weather conditions deteriorate the owner/skipper shall take all the necessary actions to ensure the vessels safety and security. The owners/skippers are advised to check the weather forecast in advance and if deemed necessary ensure that competent crew are available or sleeping on board overnight if practical to moor, re-berth, move or take the vessel to sea as directed by the owner/skipper. This is particularly applicable to vessels moored with other vessels in a raft and to those vessels on swinging moorings.  
(b) If an owner/skipper requires advice on relocating the vessel in adverse or deteriorating conditions then the Duty Berthing Master may be contacted on VHF Ch 69 between 0700 – 2100 or using the out of hours number located on the Shepards Wharf Marina notice board.  
(c) In any case the Company reserves the right if, in its opinion, it is necessary for the safety of the vessel or for the safety of other users of the harbour or premises or for their vessels or for the safety of the Company's harbour, premises, plant or equipment, to direct the vessel or to board, moor, re-berth, move, enter or carry out any emergency work on the vessel and except to the extent that such boarding, mooring, re-berthing, movement, entering or emergency work arises from negligence of the Company or those for whom the Company are responsible, the Company reasonable charges therefore shall be paid by the Owner.
7. Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed the necessary warps and fenders shall be provided by the Owner.
8. Nothing in the Licence shall entitle an Owner to the exclusive use of a particular berth.
9. All persons using any part of the Company's harbour premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the Company's harbour premises or facilities was caused by or resulted from the Company's negligence or deliberate act or that of those for whom the Company is responsible.
10. No vessel, when entering or leaving or manoeuvring in the harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the harbour. Vessels are at all times subject to the Cowes Harbour General Directions.
11. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the harbour or premises so as to cause any nuisance or annoyance to the Company, to any other users of the harbour or premises or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid. Halyards shall be secured so as not to cause such nuisance or annoyance.
12. No refuse shall be thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's harbour and premises.
13. No items of boats, gear, fittings or equipment, supplies, stores or the like shall be left upon the pontoons, jetties or car parks. Owners who disregard this policy do so at their own risk and will be held responsible for any damage/harm /injury caused to others as a result.
14. The Company reserves the right to introduce regulations which relate solely to the administration of the Company's harbour and premises and which are not inconsistent with these Conditions, and to amend such regulations from time to time. Such regulations and any amendments to them shall become effective on being displayed on the Company's public notice board or other prominent place at the Company's premises, and the Company shall have the same rights against the Owner for a breach of the regulations as for a breach of these Conditions
15. (a) The Company shall have the right by notice in writing to the Owner forthwith to terminate this Licence if at any time the Company's harbour or premises shall be so damaged impeded or interfered with by force majeure (as hereinafter defined) as to render it likely that the Company will be unable to continue to provide a berth, mooring or storage ashore accommodation in accordance with the Licence entered into between the Company and the Owner.  
(b) In this Clause force majeure means any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of the Company including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) weather conditions, riots, civil commotion, aircraft, fire, breakdown or war.
16. Diving within the Marina and Harbour is not permitted without proper authorisation.
17. The name of the vessel must be clearly marked on the vessel.

**These terms and conditions may be updated; any changes will be posted in the Company offices and web sites.**