

Form 1

**REQUEST TO TEMPORARILY VACATE MY MOORING
TO ENABLE A TEMPORARY MOORING LICENSE TO BE ISSUED**

I hereby give notice that I will not be using my mooring for the dates given below and, subject to a suitable vessel being identified by the Harbour Master, I wish to allow a temporary license to be issued for the period or part thereof subject to the terms and conditions overleaf.

(Minimum period is 28 days)

Berth Number:		Name of licensee:	
Is there a pontoon	Yes / No	Ownership of pontoon Name of owner/s	
Address:			
	Post Code:		
Contact details:	Phone: Home	Office:	
	Mobile:	Email:	
Dates: (Inclusive)	Start:	Finish:	
Data Protection:	On occasions the Harbour Authority receives requests to pass on personal details to the other person who shares the mooring. If you agree the Authority may give your telephone number only to the temporary mooring holder of your mooring - please tick the box		
Signature date:		

**Please return once completed to:
The Harbour Office, Shore Road, Warsash, Hampshire, SO31 9FR
Telephone: 01489 576387 Fax: 01489 580718**



Terms and Conditions for Temporary Moorings

1. In these terms and conditions:
 - “Applicant” means a Mooring Holder applying for a Temporary Licence to be granted;
 - “Form 1”, “Form 2” and “Form 4” mean the forms relating to Temporary Licences issued by the Harbour Master under those numbers;
 - “Mooring Holder” means a holder of a private mooring licence granted by the Crown Estate Commissioners for a Mooring;
 - “Mooring” means a mooring on the River Hamble
 - “Mooring Licence” means the licence granted to a Mooring Holder;
 - “Harbour Master” means The River Hamble Harbour Master acting as the agent of The Crown Estate as provided in the Mooring Licence;
 - “Temporary Licence” means a temporary licence granted under these terms and conditions using Form 4;
 - “Works” means (as the case may be) the pontoon and chains or anchor chain riser and buoy(s).
2. If a Mooring Holder intends his vessel to be absent from his Mooring for a continuous period of 28 days or more but less than 9 months then, as provided in Condition 14.2 of the Mooring Licence, he may request the Harbour Master to grant a Temporary Licence of the Mooring during the period of absence. The request must be made to The Harbour Master using a completed and signed Form 1.
3. The Harbour Master will maintain a waiting list of boat owners who have requested a temporary mooring. Allocations will be according to suitability and first come first served.
4. The Harbour Master will notify the Applicant of a potential Temporary Licence using Form 2. If the Applicant wishes to proceed with that Temporary Licence then he must sign and return the Form 2 to the Harbour Master to confirm his agreement to the grant of the Temporary Licence.
5. If the Applicant’s Mooring shares the use of a pontoon with another Mooring then the Form 2 must also be signed by the Mooring Holder of that other Mooring to signify that Mooring Holder’s consent to the Temporary Licence.
6. A Temporary Licence if granted will be in the form of Form 4.
7. If the Temporary Licence is granted then:
 - (a) the Applicant is not permitted to use or return to the Mooring during the period of the Temporary Licence;
 - (b) (except as provided in (c) below) the Applicant will receive 90% pro-rated refund of the harbour dues and the licence fee under his Mooring Licence for the period the harbour dues and licence fee are paid under the Temporary Licence; and
 - (c) where the Mooring is classified in the Mooring Licence as the Type “{Piled (with Licensor’s Pontoon)” the amount of refund of the Licence Fee will be the same as the amount of refund that would be paid under (b) above for the same period for a Mooring of the type classified as “Piled (with Licensee’s Pontoon)”,
8. The Crown Estate Commissioners and Harbour Master shall not be liable to any Mooring Holder for any loss, theft or any other damage of whatsoever nature caused during the period of any Temporary Licence to the Works on the Mooring or any vessel or other property of any Mooring Holder or others claiming through any Mooring Holder except to the extent that such loss, theft or damage is caused by the negligent or deliberate act or omission of the Licensor, its employees or agents. Attention is drawn to Form 4 which provides for Applicants to be able to enforce the relevant provisions of the Temporary Licence directly against the holder of the Temporary Licence.
9. Nothing in these conditions excludes or limits The Crown Estate’s liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence or breach of any other liability which cannot lawfully be limited or excluded.

David Evans

Harbour Master River Hamble on behalf of The Crown Estate

