

Large Vessel Mooring Booking Form



**FALMOUTH
HARBOUR**

UK's Atlantic gateway.

This form is to be completed and sent to dutyhm@falmouthharbour.co.uk

Basic Details	
Name of vessel / IMO Number	/
LOA / Beam / Draft	/ /
Windage (m ²) - Forward / Beam	/
Arrival date and time	/
Estimated departure date and time	
Contact name	
Contact telephone / email	
Invoice details	
Maneuvering capability – confirm details and availability	
Main engine (s)	
Steering type - thrusters	
Does the vessel have any deficiencies?	
Towage details	
Number and names of tugs	
Number and names of workboats	
Preferred mooring arrangement	
Single or fore and aft	
Other Harbour Services required? <i>Buoy jumping, garbage and waste, tender berthing, parking, storage, offices, etc.</i>	

On completion of the booking form, the Licensee agrees to comply with the following terms and conditions.

General: This document constitutes a personal licence and permission and under no circumstances will any form of landlord and tenant relationship arise hereunder.

This licence is personal to the Licensee and relates to the vessel described in the Licence. It may not be transferred or assigned to a new owner or to a different vessel either temporarily or permanently. Mooring fees and costs are published annually on the Falmouth Harbour website, any failure to settle invoices or late payment of fees will result in a vessel being asked to leave the moorings, refusal of future mooring requests or further action being taken to recover any outstanding charges.

The Licensee shall have the right to moor the vessel named in the 'basic details' section of booking form, whose overall length shall not exceed that specified at LOA in that section, for the Licence Period but subject to the Falmouth Harbour General Directions, Bye-Laws and any Special Directions. No change of vessel is permitted unless first approved by the Harbour Master (HM) in writing.

The use of the mooring shall be at the sole risk and responsibility of the Licence and subject to the overall superintendence and order of the HM. Falmouth Harbour Commissioners (FH) disclaim any liability for any damage to the Licensee's vessel or its contents howsoever caused.

The Licensee shall, during the period that the vessel is moored under the terms of this Licence, insure such vessel for at least Public Liability & Third Party risks to a minimum of £5 million and be covered for Wreck Recovery & Removal for their licensed vessel. The Licensee must be able to produce evidence when requested by FH, in the Licensee's name, that the Licensee has, at all times that the Licensee's vessel is on the water in the FH Harbour Authority area, insurance cover as required by these Ts&Cs and that it subsists.

The Licensee is expected to be familiar and comply with these Ts&Cs (which may at FH's sole and unfettered discretion be updated from time to time), the Mooring Allocation Guidelines,

the General Directions, the Byelaws, issued by FH and the Falmouth Harbour Acts and Orders 1870 to 2004 and the IRPCS all of which are available in the Harbour Office or on FHC's Website: www.falmouthharbour.co.uk

In case of emergency contact Falmouth Pilots on VHF Ch 09 requesting Duty Harbour Master.

The Mooring: The HM shall allocate a mooring and:

- The Licensee shall be responsible for ensuring that the vessel is suitably moored and fendered in a manner so as to avoid damage to, or interference with, other vessels.
- If required, the Licensee shall ensure that the vessel is moved off the mooring if the conditions are expected to be unsuitable for the vessel in terms of tide or weather.
- The FH accepts no responsibility for any damage caused to vessels by way of tidal heights or movement due to weather and/or tide or change in sea/river bed levels around the mooring site.
- The Licensee should not alter the type or position of the allocated mooring without written authority from FH.
- The Licensee or any associate of the Licensee should not live permanently or temporarily on their moored vessel.

Continued occupation of a mooring, whether or not the Licence Fee has been paid, is deemed to confirm agreement to the most recently issued Ts&Cs of the licence and that the information on the booking form is correct and up to date and that you have opted in to FH handling your data in accordance with the General Data Protection Regulation 2018 and Data Protection Act 1984 as amended, whether or not the mooring holder's signature is on the booking form.

FH will provide and maintain the mooring to the agreed standard. The Licensee will notify FH immediately of any deficiencies or matters of repair/maintenance to the buoy so the matter can be rectified as soon as possible.

At the termination of the licence, all chains and other equipment installed by the Licensee shall be removed at the expense of the Licensee. Should any equipment be left, the FH will remove the same and the Licensee shall be liable for any costs incurred by FH in doing so.

FH reserve the right to inspect all moorings for maintenance and safety purposes. This may require a vessel to vacate the mooring at short notice. Notwithstanding this right, there is a continuing obligation on the Licensee to check the mooring regularly and notify the HM of any concerns regarding the mooring and its tackle.

If using Frigate Buoy a vessel will need to vacate on instruction of the Harbour Authority within 24 hours of notification of arrival of a Border Force vessel.

Best endeavours have been taken to determine the distances between the moorings, but it remains the responsibility of the responsible party to monitor vessel proximity to other vessels and the moorings in changing tidal states or weather conditions and take action to avoid any damage occurring.

The vessel remains the sole responsibility of the Licensee whilst occupying the mooring who must ensure that it is adequately monitored and maintained throughout the duration of the Licence and that the vessel complies with any legislation relevant to the vessel at the time.

No work should be done to the vessel, its gear, equipment or other goods without FH's prior consent. The Licensee will control all emissions from the Vessel including reasonable noise to minimise the impact on FH's other customers and residents.

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Termination: FH reserves the right to terminate a mooring agreement at any time if an allocated mooring is not, in the opinion of the FH, being used regularly and/or is not being maintained in a suitable/safe condition.

Any failure by the Licensee to: observe and perform any of the conditions of this Licence; to observe the Falmouth Harbour Acts and Orders 1870 to 2004s, Byelaws and the General or Special Directions of the FH; to behave in any manner which in the opinion of the FH causes unnecessary damage, offence or distress to the FH or any other harbour user or vessel; failure to observe other Statutes or Statutory

Regulations such as the International Regulations for Preventing Collisions at Sea (IRPCS); shall entitle the FH to terminate this licence by giving to the Licensee notice in writing. Forty eight hours after the date such notice is dispatched by the FH the Licensee shall remove the vessel from the mooring and this agreement shall terminate. This clause is without prejudice to any claim which the FH may have against the Licensee whether arising under this agreement or otherwise.

If the Licence is terminated and the vessel is not removed, FH will be entitled to remove the vessel from the mooring and secure it elsewhere with all costs to be charged to the Licensee. This will be at the Licensee's own risk (save in respect of loss or damage caused by FH's negligence or other breach of duty during such removal).

Any notice of termination under this Licence shall, in the case of the Licensee, be served personally on the Licensee or sent by registered post or recorded delivery service to the Licensee's last known address and in the case of FH shall be served at its principal place of business or registered office.