



**FALMOUTH
HARBOUR**

UK's Atlantic gateway.

Falmouth Harbour Supplementary Terms and Conditions Relating to: Moorings Occupied During the Winter Season

These Terms and Conditions shall be read together with, and form part of, the Falmouth Harbour General Terms and Conditions (All Facilities).

These Supplemental Terms are intended to make those respective responsibilities clear and to support the safe and responsible use of Falmouth Harbour's moorings during the higher-risk winter period.

1. Period

These Supplementary Terms and Conditions apply to any vessel licensed to occupy a Falmouth Harbour mooring during the winter season, meaning the period from 1 November to 31 March inclusive.

2. Servicing and Maintenance

The owner must move the vessel from the mooring upon request by Falmouth Harbour to allow the inspection, maintenance, repair, replacement or modification of mooring equipment, or where reasonably required for safety or operational reasons.

If the vessel is not moved following such a request, or where urgent action is reasonably necessary, Falmouth Harbour may move, secure or relocate the vessel without further notice and recover any reasonable costs incurred from the owner.

3. Mooring Equipment and Strops

Vessels licenced to occupy a Falmouth Harbour Mooring during the winter season must use a chain mooring strop supplied by Falmouth Harbour. The owner must not alter, interfere with, remove, replace, or modify any Falmouth Harbour mooring equipment.

Mooring equipment, including strops, may be fitted, removed, repaired, replaced, or modified only by Falmouth Harbour or by a person authorised by Falmouth Harbour.

Falmouth Haven, 44 Arwenack Street, Falmouth, Cornwall TR11 3JQ

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4. Insurance

The owner must maintain throughout the Winter Period valid and adequate insurance specifically covering the vessel whilst kept on a swinging mooring during the winter, including appropriate third-party liability cover. Evidence of such insurance must be provided before a licence is issued and subsequently upon request by Falmouth Harbour.

Review or acceptance of evidence of insurance by Falmouth Harbour does not constitute approval of the adequacy of the policy and does not relieve the owner of responsibility for ensuring that the vessel's cover remains complete, valid and appropriate. Falmouth Harbour accepts no liability for any loss, damage, claim, cost or expense arising from inadequate, invalid, expired or unsuitable insurance cover.

5. Adverse Conditions

The owner remains responsible at all times for assessing whether the vessel is suitable to remain on the licensed facility, having regard to the vessel's condition, type, equipment and the forecast or prevailing weather conditions, and for arranging an alternative location where necessary.

A winter mooring licence does not constitute a representation or guarantee by Falmouth Harbour that the vessel will be suitable for the mooring in all weather conditions. A suitably qualified professional should be consulted if there are any doubts in this area. Falmouth Harbour does not undertake to monitor the vessel on the owner's behalf.

Where Falmouth Harbour reasonably considers that a vessel presents an unacceptable risk to itself, other vessels, harbour infrastructure or persons, it may require the owner to remove or relocate the vessel.

6. Occupation of Vessels

A winter mooring is provided for the keeping of a vessel and not for residential use. A vessel must not be used as a principal or permanent residence while occupying the mooring without the prior written consent of Falmouth Harbour.

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7. Condition of Vessel

The owner must ensure that the vessel remains seaworthy, properly maintained and in a condition suitable for remaining afloat on a swinging mooring throughout the Winter Period. The owner is responsible for ensuring that the vessel is adequately secured and regularly inspected, particularly following periods of adverse weather.

Falmouth Harbour may require the removal of any vessel which it reasonably considers to be inadequately maintained, insecure or otherwise unsuitable to remain on the mooring.

Notes

Falmouth Harbour provides professionally specified, installed, inspected and maintained moorings, with risks managed so far as reasonably practicable (ALARP), winter conditions increase loads and risks to vessels and mooring systems. Although Falmouth Harbour maintains its infrastructure to appropriate standards, no mooring, system can guarantee against failure or damage in all weather. A winter mooring does not guarantee safety in all forecast conditions. Owners remain responsible for ensuring their vessel is suitable, secure, regularly checked and insured, and for monitoring forecasts and taking reasonable precautions, including removal or relocation where necessary.

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