



## TERMS AND CONDITIONS 2019/2020

### 1. Definitions

- 1.1 Vessel – includes any form of craft, boat, yacht, dinghy, multihull or other marine structure which is in your care or control. This also includes the vessel as specified on the application form.
- 1.2 Premises – means all the land, adjacent water, landing stage, pontoons, jetties, sheds, workshops, slipway, boatyard, carpark.
- 1.3 You, your or yourself – refers to the person named on the mooring application form for the mooring licence or other person for the time being in charge of the vessel, excluding us as a company.
- 1.4 We, our or us – refers to Strides Moorings and Strides Boatyard.
- 1.5 Tender – refers to a monohull not exceeding 10 feet (3.048m) in length without an inboard engine or outboard engine other than an outboard engine not exceeding 5hp

### 2. Application for a Mooring Licence

- 2.1 All applications for a licence must be made in writing. You must sign, complete and return the application form provided by Strides Moorings.
- 2.2 No mooring will be given or renewed unless the application form has been completed, signed and returned to Strides Moorings.
- 2.3 To prevent any confusion regarding the decision of whether a mooring licence will be granted or renewed shall be at the discretion of Strides Moorings.

### 3. Payment of Mooring Licence

- 3.1 Unless otherwise agreed between us payment for the mooring shall be due immediately on payment date. Payment shall be deemed to have been made when we receive cash or cleared funds at our bank.
- 3.2 Full payment is required before the vessel is placed on the mooring.
- 3.3 You will not be entitled to a refund of any part the mooring fee for any period that the mooring is not occupied or used by yourself (including any period during which the mooring may not be used because of repair work or maintenance carried out by Strides Moorings).
- 3.4 We reserve the right to charge you our daily mooring rates for any periods during which you leave the vessel on the mooring when there is no current agreement in place.

### 4. The Mooring

- 4.1 You are only allowed to use the mooring for the purpose of mooring the vessel. You are prohibited to moor or give permission to be moored to the mooring any other vessel than the vessel named on the application form.
- 4.2 You are responsible for mooring the vessel in a satisfactory manner, with the chain attached to the bow of the vessel as well as the mooring strop tied onto a secure cleat at all times whilst on the mooring. You are responsible for the mooring strop to the mooring buoy.
- 4.3 You must ensure that the vessel is left properly moored and secured when not in use.
- 4.4 You are responsible for ensuring the safety of the vessel especially at times of flood, storms and other adverse weather conditions.
- 4.5 You use the mooring entirely at your own risk and Strides Moorings accepts no responsibility for the safety of the vessel.
- 4.6 Strides Moorings maintain absolute control of mooring allocation. You shall not be entitled to the exclusive use of any particular mooring but shall only use the mooring allocated to your vessel unless otherwise instructed by Strides Moorings.
- 4.7 You must ensure that you have left your vessel on the mooring so that it does not infringe or obstruct any other vessel.
- 4.8 If you notice any damage to the mooring or the mooring moves due to weather, tidal or other conditions then you must immediately inform Strides Moorings. You may be asked to remove the boat in order for the damage to be repaired.
- 4.9 You must not do anything that could cause or likely to cause any damage to the mooring nor make any alterations to or carry out any works on the mooring.
- 4.10 If your vessel should break free from the mooring or becomes positioned where it infringes on another vessel, Strides Moorings may remove your vessel. Strides Moorings will not be responsible for any damage caused by the removal.
- 4.11 You are not permitted at any time to sublet or transfer the mooring.
- 4.12 If ownership of the boat changes then you must in writing inform Strides Moorings. To avoid any confusion, the mooring license cannot be transferred to the new owner. Adherence to clause 2.1 and 7.2 must be applied and provided by the new owner.
- 4.13 You shall not use the mooring for or in connection with any business or commercial activity whatsoever.

### 5. The Vessel

- 5.1 You must at all times clearly display the name of the vessel on the vessel named on the application form.
- 5.2 You must keep the vessel in a clean, tidy and in a water tight condition whilst moored on a mooring.
- 5.3 If you sell or dispose of the boat, then it is upto Strides Moorings to allow yourself to replace another vessel for the vessel named on the application form, subject to the following conditions:
- 5.3.1 The new vessel must belong to you.
- 5.3.2 The new vessel must be a of similar size. If this is different then additional costs for the season will be required and paid in full before the replacement vessel is moored on the mooring.
- 5.4 If another vessel is found to be using the mooring, Strides Moorings will place a notice on the unauthorised vessel, requiring it to be removed within two weeks. If the vessel has not been removed from the mooring within this period then Strides Moorings will remove it from the mooring.

### 6. The tender

- 6.1 You shall be permitted to use your own tender or one of those available to customers provided by Strides Moorings.
- 6.2 We politely request that you return the tenders owned by Strides Moorings to the landing stage to allow other customers to use them and not leave them on the mooring.
- 6.3 If you use your own tender then you are permitted to leave your tender on the mooring whilst your vessel is away from the mooring.
- 6.4 When not in use your tender must be stored in its allotted place, free from obstruction from the premises.
- 6.5 Tendere provided by Strides Moorings are used at your own risk and we accept no liability for the death of or injury to any person or for damage to any property (including without limitation any vessel or equipment) or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you or any guests for the use of our tenders.

### 7. Indemnity and Insurance

- 7.1 You must indemnify Strides Moorings and keep Strides Moorings indemnified from and against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability arising in anyway from the Mooring Licence or any breach of these terms and conditions.
- 7.2 You must at all times have your vessel insured with a current marine insurance policy, including third party liability cover for not less than £1,000,000 or in accordance with local authority and water board requirements of the named vessel on the application form. A photocopy of the certificate of insurance must be provided to Strides Moorings with the application form and on each renewal of the insurance policy and whenever demanded by Strides Moorings.
- 7.3 If you fail to comply with (7.2) then Strides Moorings may (without prejudice to its other rights) remove the boat from the mooring.
- 7.4 It is at the discretion of you and your marine insurance policy as to whether you leave your vessel on the mooring during the months between October to April.

### 8. Parking

- 8.1 Limited parking is available at the boatyard and it is on a first come first serve basis.
- 8.2 Your car must not be left over night unless in prior agreement with Strides Boatyard.
- 8.3 Your car must not be left obstructing any other vehicle or the movement of boats within the premises.
- 8.4 All cars are parked at customers own risk and Strides Moorings accept no liability for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you for the use of the carpark facilities.

### 9. Work on the vessel

- 9.1 No work or services shall be carried out on a vessel, gear, equipment or other property on our moorings without our prior written consent (which consent shall not be unreasonably withheld or delayed) except for minor running repairs or minor maintenance of a routine nature by you.

### 10. Termination

- 10.1 If you fail to comply with any of the terms and conditions or the licence expires, then Strides Moorings reserve the right to remove the licence from yourself. Written notice will be given and you will have seven days to remove the boat from the mooring.
- 10.2 If you fail to remove the boat from the mooring within 14 days of the notice then Strides Moorings will be entitled to remove the boat from the mooring. Strides Moorings will not be responsible for any damage caused by the removal or whilst

in storage as well as any subsequent charges incurred for the removal or storage.

- 10.3 To avoid any confusion, you will not be entitled to any refund of the mooring fee if your mooring licence is terminated for failing to comply with any of the terms and conditions outlined.

## 11. Data Protection

- 11.1 By entering into this License and in conjunction with it, the Licensee will supply information to Strides Moorings, which will include personal data. Personal data is information that can be used to identify a living individual. Strides Moorings will hold the Licensee's personal data for the purpose of the contractual relationship between Strides Moorings and the Licensee under this Licence for the purpose of supplying information to the Licensee.
- 11.2 The Licensee agrees and consents that all information supplied to Strides Moorings in connection with this licence can be used by Strides Moorings and Strides Boatyard for the purposes referred to in Clause in 11.1 Further information about how Strides Moorings complies with the requirements of the General Data Protection Regulations 2018 (GDPR) can be found on Strides Moorings website: [www.strides-moorings.co.uk](http://www.strides-moorings.co.uk). This also gives information about the Licensee's rights, including the right to control how the licensee's information is used. Strides Moorings uses the Licensee's personal data for processing necessary for contracts.

## 12. Miscellaneous

- 12.1 You or any guests on board shall observe and perform the byelaws, rules and regulations of Christchurch Harbour, entrance to The Run and local waters as well as observe any relevant requirements of the National River Authority and any other competent bodies whilst your vessel is in use or moored on the mooring.
- 12.2 You or any guests on board must not discharge or deposit any rubbish or polluting liquid or matter in the harbour waters or on the bed of the Christchurch Harbour or on the foreshore.
- 12.3 You or your guests are not permitted or allow anything to be done or omitted upon the boat which may be or become a nuisance or annoyance or cause or be likely to cause damage, inconvenience or danger to other water users.
- 12.4 You are not allowed to obstruct or permit or suffer to be obstructed the public right of navigation in the mooring areas or in any part of Christchurch Harbour and the River Stour.
- 12.5 You must notify us in writing within seven days of the details of any change of name of the vessel or any change of your address, email or telephone number.
- 12.6 Notice to a customer shall be sufficiently served if personally given to you or if sent by first class post to your last known address or if fixed to a noticeable part of your vessel. Notices to us should be sent by first class post to our principle trading address.
- 12.7 All notices given to Strides Moorings by you shall be in writing and sufficiently served if delivered by hand or sent by recorded delivery to Strides Moorings.
- 12.8 Strides Moorings shall not be liable for the death of or injury to any person or for damage to any property (including without limitation any vessel or equipment) or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you for the use of the mooring or any defect in the mooring as well as use of the landing stage, slipway, tenders or any other part of the premises.
- 12.9 Strides Moorings reserve the right to move any vessel, gear, equipment or other property at any time for reasons of safety, security or good management of our business and premises.
- 12.10 Strides Moorings reserve the right to undertake any work to the mooring, during the winter period without payment of compensation to you.