

CYNGOR GWYNEDD COUNCIL

GENERAL CONDITIONS FOR HARBOUR USERS

MOORINGS ARE ALLOCATED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. All applications for a mooring shall be made on the official Council mooring application form.
2. The applicant shall pay the required fees in total to the Harbour Authority by no not later than the 1st of November in each year, except in the case of new applicants when full payment shall be made within fourteen days of acceptance of a mooring.
3. The applicant shall at all times comply with the bye-laws or other directions being in force, a copy of which can be inspected at the Harbour Office. The applicant shall at all times and in all respect comply with the Safety Regulations that are in force and which pertain to the class of vessel in the harbour during the period in which the vessel is moored therein.
4. The applicant accepts and confirms that the mooring that is offered is solely for the vessel named on the mooring application form.
5. The applicant shall not without the proper consent of the Harbour Authority transfer, or sub-let the mooring.
6. The applicant shall accept full responsibility for the proper mooring of the vessel. The applicant is responsible for providing proper and suitable equipment that secures the vessel to the mooring riser/pile. The owner shall notify the Harbour Authority in writing of any damage to any property of the Harbour Authority forthwith, and shall indemnify the Harbour Authority from, and against, all claims, loss, demands, or other expenses arising from such damage.
7. The applicant shall notify the Harbour Authority in writing at least thirty days before the applicant intends to permanently vacate a mooring in the harbour during the season. Any refund of mooring fees is discretionary.
8. The Council will consider refunding mooring fees if the mooring agreement is terminated by the applicant and only if the circumstances for terminating the mooring agreement could not be foreseen and that the circumstance for terminating the agreement was beyond the control of the applicant. The Council will not refund any mooring charges for agreements terminated after the 31st August.

If the Council agree to refund any mooring charges, the refund of mooring charges will be calculated by using the 18 month rule, whereby the total annual fee is divided by 18, and each calendar month of April to September inclusive will be calculated at $2/18^{\text{ths}}$ and each calendar month from October to March inclusive will be calculated at $1/18^{\text{ths}}$.

9. The Harbour Authority accepts no liability whatsoever for the death or injury caused to any person, or damage to any property of the applicant or his invitees, agents or employees, or any other persons except where such act involved negligence on the part of the Harbour Authority, their servants, or agent and save as aforesaid the applicant shall indemnify and keep the Harbour Authority against all claims losses or demands or other expenses arising there from.
10. The applicant shall take out third party insurance cover with an insurance company of repute to a sum of a minimum of £2,000,000 and particulars of each policy shall be provided with each application.

By Order – Cyngor Gwynedd Council