

Appendix B

NFDC - KEYHAVEN RIVER LICENCE CONDITIONS AND MOORING REGULATIONS NOVEMBER 2021

1. Definitions

In these conditions and regulations

- 1.1 “Boat” means the boat specified in the Licence.
- 1.2 “the Council” means The District Council of New Forest
- 1.3 “the Council Offices” means Appletree Court Beaulieu Road Lyndhurst Hampshire SO43 7PA.
- 1.4 “the Keyhaven River Manager” means the Council’s Environmental Enforcement and Amenities Manager for the time being or other officer of the Council authorised to act on his behalf or instead of him.
- 1.5 “the Licence” means the Licence of the Mooring granted by the Council to the Licensee.
- 1.6 “Licence Fee” means the Licence Fee payable for the Licence.
- 1.7 “Licence Period” means the period for which the Licence is granted.
- 1.8 “Licensee” means the Licensee named in the Licence
- 1.9 “Mooring” means the Mooring specified in the Licence.
- 1.10 “Payment Date” means the Payment Date specified in the Licence.
- 1.11 “River Warden” means the Council’s river warden for Keyhaven River
- 1.12 “Tender” means a monohull not exceeding 3.65 metres (12 feet) in length without an inboard or outboard engine other than an outboard engine not exceeding 5 hp, any exceptions to this must first be agreed and permission obtained from the River Warden.

2. Application for Mooring Licence

- 2.1 All applications for licences must be made on the correct form as per the link: <https://newforest.gov.uk/article/1424/Moorings-and-launchings-at-Keyhaven#h23>
Completed forms should be e-mailed to keyhavenriveradmin@nfdc.gov.uk .
Once all checks are completed and the application is deemed valid the applicant will be contacted and once payment of the required mooring waiting list application fee is made, they will then be placed on the Mooring Waiting List.

Please note: Currently, for all new applications for moorings, the *maximum* length vessel we will be able to accommodate on the Keyhaven River is **28 feet. Waiting list applications for vessels longer than this will be deleted.**

- 2.2 An applicant for a licence must be at least 18 years old.
- 2.3 Applicants must be a council tax payer to New Forest District Council.
- 2.4 Applicants with a Mooring who are Council tax payers but move out of the district of New Forest during their time on the waiting list will be removed from the waiting list. Before a mooring is allocated, we will make a final check on eligibility.
- 25 No Licence will be granted or renewed unless the Licence has been properly completed, signed and returned to Keyhavenriveradmin@nfdc.gov.uk with a valid copy of the applicants insurance certificate covering the vessel which will be moored on the mooring which must be named and those details supplied to the Keyhaven river admin for inclusion on the mooring allocation list.
- 2.6 The decision as to whether a Licence shall be granted or renewed shall be at the discretion of the Council.
- 2.7 Moorings are allocated for the year from 1st January for the calendar year. No refund will be given if the Mooring is cancelled during the year.
- 2.10 Moorings are allocated to the owner or majority shareholder of a Boat. Proof of ownership must be supplied when requested. Moorings are not transferable and cannot be assigned following a change in ownership of the Boat concerned or in a change of shareholding in the case of partnership craft.

3. Payment of Mooring Licence Fee and Direct Debit Payment Discount

- 3.1 The Mooring Licence Fee is payable in advance either in full by the allocated mooring holder (or by either partner in the event of a boat-share) on the Payment Date, or by 4 monthly instalments payable by direct debit on the Payment Date and the first day of the four months following the Payment Date. **Payment by Direct Debit will attract a 10% discount off the total mooring fee annual price (applies to single payment and 4 monthly instalment payees)**
- 3.2 The Licensee shall not be entitled to a refund of any part of the Licence Fee for any period the Mooring is not occupied or used by the Licensee (including without limitation any such period during which the Mooring may not be used because of the operation of any of the provisions of the Licence).
- 3.3 The Mooring licence holder must pay the annual mooring licence fee in accordance with this Clause at the time due (together with any value added or other tax thereon). Payment of the annual mooring licence must be received within 21 days of the date of the invoice, unless paying by instalments whereon the full amount must be received within 21 days of the date of the 4th direct debit payment. The Council reserves the right to cancel

any Licence if the fees are not received within this period. In case of shared ownership, payment is the responsibility of the majority shareholder.

4. The Mooring

- 4.1 The Licensee is permitted to use the Mooring for the purposes of mooring the Boat specified in the mooring Licence only and (except as permitted by Clause 6.1 below) must not moor or permit to be moored to the Mooring any craft other than the Boat. For the avoidance of doubt the Mooring is not allocated on a reservation basis but must be utilised only by the specified Boat during the Mooring Licence Period. Those non NFDC Council tax payers who had a mooring **prior to 1 April 2001** can retain their Mooring (subject to them properly renewing the Licence).
- 4.2 The Licensee must moor the Boat in a good and sufficient manner with a rising chain or rope bridle attached to a secure point on the bow of the Boat (and also to the stern where necessary) and ensure that the Boat is left properly moored and secured when not in use. Over-long chains/ropes to the Mooring will not be permitted.
- 4.3 There are six different types of moorings in use on the river.
- a) swinging mooring using a rising chain with a pick-up buoy at the end for which all components are supplied and maintained by the Council as part of the mooring.
 - b) swinging mooring for larger boats where “hippo” type buoys are deployed. The Licensee is required to provide and use an appropriate bridle which must be in accordance with the requirements of a competent moorings contractor and should comply with any requirements of the Licensees insurers.
 - c) “fore and aft” moorings where boats are moored in a fixed position using bridle attachments to the three “pole buoys”. The same requirements for the supply and use of bridles apply as in (b) above.
 - d) wall moorings where the boat is moored in a fixed position using a forward line attached to the secure ring on the wall and a stern line attached to the ground chain which runs parallel to the wall. The Licensee is required to provide and use appropriate lines to secure the boat in position.
 - e) Fisherman’s moorings: Managed and maintained by the Keyhaven Fisherman’s Association. Each allocated mooring has a licence fee payable annually as detailed in the fees and charges detailed at appendix A.
 - f) Private Moorings: These are legacy moorings which are in private hands and allocated to a specific individual who is solely responsible for the management and maintenance of the mooring. Each private mooring holder pays an annual licence fee to NFDC. The private mooring holder must indemnify against failure of that mooring or damage or injury to any third party on or using the river where that damage or injury is attributable to the failure of that mooring. On the death of the named individual private mooring holder the rights are extinguished and therefore the licence for that specific mooring is then withdrawn. Thus, the mooring reverts back into Council hands and it

is then managed as an NFDC mooring or removed, depending on their location and anticipated use.

In (b) and (c) the council shall maintain the mooring up to the attachment point of the bridle. In (d) the council's responsibility is to supply a secure fixing ring on the wall and a suitable rear ground chain for the Licensee to be able to attach the stern line to.

- 4.4 Without prejudice to Clause 4.2 above and at all times the Licensee must take all such steps as may be necessary for the safety of the Boat particularly at times of flood, frost, ice, storm, tempest or other adverse conditions.
- 4.5 The Licensee uses the Mooring entirely at the Licensee's own risk and the Council accepts no responsibility for the safety of the Boat.
- 4.6 The Boat must be moored at the allocated Mooring only. The Licensee must position the Boat so as not to foul any other craft.
- 4.7 The Licensee will not use the Mooring or permit the Mooring to be used for the mooring of any craft other than the Boat referred to in this licence, except with the prior consent of the River Warden. Subletting or loaning of the mooring without permission may result in the mooring allocation being revoked and this Licence terminated immediately.
- 4.8 If any defect should become apparent in the Mooring the Licensee must immediately notify the river warden in person or via the phone on 01590 645695 (if available) or by e-mail to Keyhavenriveradmin@nfdc.gov.uk. If requested to do so by the River Warden for the purposes of enabling the defect to be remedied or for any other purpose the Licensee shall temporarily remove the Boat from the Mooring.
- 4.9 The Licensee must not make any alterations to or carry out any works to the Mooring.
- 4.10 The Licensee must not do anything which may cause or be likely to cause any damage to the Mooring.
- 4.11 If at any time the Boat should break free from the Mooring or should be positioned so as to foul another craft then the Council may (without prejudice to its other rights and remedies) remove the Boat and recover the cost of doing so from the Licensee. The Council shall not be responsible for any damage caused by such removal or any subsequent storage which may be arranged by the Council.
- 4.12 The Licensee must provide suitable protection for all protruding fittings or equipment from the Boat, e.g. propellers, bowsprits, boarding ladders, davits, bathing platforms etc. that may cause damage to neighbouring craft should they come into contact whilst on the Mooring.
- 4.13 The Licensee will not allow anything, which is or may be detrimental or annoying to the Council or other river users or the environment generally.

- 4.14 The Licensee will give the River Warden access to the Mooring at all reasonable times to confirm that the conditions of this Licence are being observed and to carry out any maintenance work which are required.
- 4.15 The Licensee or any other persons using the Mooring must comply with all reasonable instructions given by the Council or the River Warden.
- 4.16 This Licence does not entitle the Licensee to the exclusive use of the Mooring. The Council will be entitled to use or let the Mooring during any period of absence of the Boat referred to in the Licence without any liability to the Licensee. The Licensee will not be entitled to any refund of fees received during the period of absence.
- 4.17 All sailing craft are required, in their own and others' interests, to use auxiliary propulsion, where this is available, whilst navigating in the main channel of Keyhaven river.

5. The Boat

- 5.1 **The Boat must be named with the boat name clearly visible on the outside hull or superstructure of the Boat.**
- 5.2 The Licensee shall keep the Boat in a clean and tidy condition, properly maintained and in a sound seaworthy condition.
- 5.3 To assist the Council in monitoring the Mooring, the **Licensee must supply to the Council a colour photograph and description of the Boat or an electronic file depicting the Boat. This should be sent to:**
keyhavenriveradmin@nfdc.gov.uk
- 5.4 The licence is issued to the boat That licence is specific to that named boat being on the mooring specified in the licence. This cannot be changed without prior written consent from NFDC.
- 5.5 If any other boat is found to be using the Mooring the Council will place a notice on the unauthorised boat requiring it to be removed from the Mooring **within two weeks**. If the unauthorised boat is not removed within this period it may be removed from the Mooring by the Council. The Council shall (subject to compliance with statutory provisions) be entitled to sell or otherwise dispose of any unauthorised boat and recover (by way of deduction from the proceeds thereof or otherwise) from the boat owner its costs and expenses incurred in the removal, storage, sale or other disposal of the unauthorised boat.

6. The Tender

- 6.1 The Licensee shall be permitted to moor the Tender at the Mooring whilst the Boat is away from the Mooring only.

- 6.2 For the avoidance of doubt the Licence does not include any right for the Licensee to place or keep a Tender on any foreshore or the Council's dinghy park. Those wishing to make use of the NFDC Dinghy Park or Grass Bank area for their tender must do so by applying to go onto the relevant waiting list, thus any permission to do so will be granted separately from the Mooring Licence.
- 6.3 The Licensee must comply with all reasonable requirements of the River Warden with regard to the use of any Tender.

7. Nuisance and other Restrictions

- 7.1 The Licensee must not do or omit or permit or allow anything to be done upon the Boat, their tender or NFDC owned land adjacent to the Keyhaven river, which includes the Keyhaven Quay, which may be or become a nuisance or annoyance or cause or be likely to cause damage, inconvenience or danger to the Council or to the users of other moorings at Keyhaven River. This includes obstruction on either NFDC land or the water and anything else which represents a hazard to others either using that land or water. Licence holders acting in such a manner may have their mooring licence revoked. The licence holder is responsible for their behaviour of their guests at all times and a breach of these conditions by such parties may still result in the removal of the licensees mooring if deemed appropriate.
- 7.2 The Licensee must not discharge or deposit any refuse or polluting liquid or matter in the waters or on the bed of Keyhaven River or on the foreshore.
- 7.3 Except with the prior written permission of the Council, the Licensee **must not** use the Mooring for or in connection with any business or commercial activity whatsoever. This includes the licensee sub-letting the vessel for occupation by third parties, whether the vessel puts to sea or not.

8. Assignment

- 8.1 This licence is personal to the Licensee. The Licensee must not at any time assign, transfer, sub licence, part with or share the benefit of this Licence or any part of it or any interest in it. The Licence is only transferable to a joint owner previously registered on the Keyhaven River mooring waiting list, or to the spouse/partner or children of a Licensee (provided they meet the requirements for being a Licensee and complete and sign a Licence Agreement)
- 8.2 The Licensee will be required in the Licence to declare his ownership of the Boat. If the Licensee shall sell, lease, give or part with possession of the Boat or any part thereof or any interest therein, the Licensee must notify the Council in writing within seven days thereafter. For the avoidance of doubt the Licensee will not be allowed to transfer or otherwise pass the benefit of the Licence to the new owner or new part owner of the Boat.

9. Statutory Obligations

- 9.1 The Licensee must at the Licensee's own expense comply with all statutory requirements and any other obligations imposed by law or by any byelaws applicable to the use of the Mooring and Keyhaven river and must not do any

act matter or thing which would or might constitute a breach of any statutory requirement affecting the Mooring and Keyhaven river.

10. Indemnity and Insurance

- 10.1 The Licensee must indemnify the Council and keep the Council indemnified from and against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability arising in any way from the Licence or any breach of these Conditions and Regulations or any failure to comply with the insurance requirements of the Licence.
- 10.2 The Licensee at all times must keep in force a current marine insurance policy in respect of the Boat and must insure against all third-party liability in the sum of at least £3,000,000.00. The Boat must also be insured for recovery and removal from Keyhaven river in the event of sinking.

A photocopy or scanned copy of the Certificate of Insurance must be supplied to the Council with the application for the Licence, and on each renewal of the Licence and whenever demanded by the Council. This must be sent to keyhavenriveradmin@nfdc.gov.uk or by post to:

Keyhaven River Admin
New Forest District Council
Appletree Court
Beaulieu Road
Lyndhurst
SO43 7PA

If the Licensee fails to comply with this Clause, then the Council will (without prejudice to its other rights and remedies) remove the Boat from the Mooring and their licence will be withdrawn.

- 10.3 By accepting these licence conditions, the Licensee fully indemnifies the Council against any lawful or justified claims made against the Council by third parties or the Licensee, which may arise out of the granting of this Licence.

11. The Council's Responsibilities and rights

- 11.1 The Council will take all reasonable steps to ensure that the Mooring and the mooring apparatus are maintained in a proper and safe condition.
- 11.2 The Council will, without prior notice to the Licensee, have the right to remove the Boat from its Mooring to prevent damage being caused to the Boat, any other craft or property or for any other safety reasons. This will also apply if the licensee is in breach of these Licence conditions or where the Council is permitted to remove the Boat from the mooring pursuant to this Licence. Should this be necessary, the Council will try to temporarily relocate the Boat to a mooring of similar specification, as near as possible to the original mooring and will have the right to recover the costs of doing so from the Licensee.
- 11.3 In exceptional circumstances, i.e. in case of emergency or if the Licensee is in breach of these Licence conditions, the Council will have the right to remove the Boat from the river and recover the costs from the Licensee.

- 11.4 The Council will not be liable for:
- 11.4.1 the death of or injury to any person or for damage to any property (including without limitation, the Boat, the Tender or any craft or equipment) or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee arising in any way out of the grant of the Licence or the use of the Mooring or any defect in the Mooring. The Licensee uses the Mooring entirely at the Licensee's own risk and the Council accepts no responsibility for the safety or condition of the Boat.
 - 11.4.2 any injury or damage to property or persons or damage to property or any other loss sustained by you or your visitors, guests or permitted users of the Boat, whilst using the Mooring or moving between the Boat and dry land or any berth or jetty provided for the purpose of permitting movement between dry land and any craft moored at Keyhaven river.

PROVIDED THAT the provisions of this clause 11.4 shall not exclude the Council's liability for death or personal injury caused by the Council's negligence, fraud or fraudulent misrepresentation.

12. New Conditions and Regulations

- 12.1 The Council shall be entitled to delete or vary any of the Conditions and Regulations or introduce new Conditions and Regulations by notice to the Licensee.
- 12.2 The Licensee must comply with any additional Condition or Regulation which may be imposed by the Council during the Licence Period.
- 12.3 Without prejudice to Clause 12.2 above the Licensee must comply with all reasonable directions of the Keyhaven River Warden or any person authorised by him concerning the use of the Mooring.

13. Termination

- 13.1 If the Licensee fails to observe or perform any of the Conditions and Regulations the Licence may be determined (without prejudice to the Council's other rights and remedies in respect of any breach by the Licensee of the Conditions and Regulations) by 21 days prior written notice given by the Council to the Licensee except in the case of emergency where no prior notice shall be required unless the Licensee remedies the breach to the reasonable satisfaction of the Council within that period.
- 13.2 Within 14 days of the determination or expiration of the Licence the Licensee must remove the Boat from the Mooring (provided that if the Council shall grant a further Licence to the Licensee which is completed prior to the expiry of the Licence, then the Council may at its sole discretion waive the requirements of this Clause 13.2).
- 13.3 If the Licensee fails to comply with Clause 13.2 above:
 - 13.3.1 The Council shall be entitled to remove the Boat from the Mooring at any time after 14 days from the date of expiry or determination of the Licence and

recover the cost from the Licensee. The Council shall not be responsible for any damage caused by such removal or any subsequent storage or disposal which may be arranged by the Council.

- 13.3.2 The Council shall be entitled (subject to compliance with statutory provisions) to take possession of the Boat and/or the contents thereof, notify the last known owner and, after a period of not less than 3 months if the owner does not reclaim and remove the Boat, sell or otherwise dispose of the Boat and/or the contents thereof and recover (by way of deduction from the proceeds of sale or otherwise) its costs and expenses incurred in connection with the removal, storage, sale or disposal of them together with any other sums due to the Council. The balance of the sale proceeds (if any) shall then be paid to the Licensee. The Council shall not be liable for any loss occasioned by the sale or disposal of the Boat and/or its contents otherwise than at the best price obtainable. If the owner cannot be traced the Council shall be entitled to retain the balance.
- 13.4 On any determination of the Licence by the Council the Licensee shall not be entitled to any refund of the Licence Fee.

14. Notices

- 14.1 All notices given by the Council to the Licensee shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the Licensee at his last known address or if affixed to some conspicuous part of the Boat or if delivered by email to the email address given by the Licensee.
- 14.2 All notices given by the Licensee to the Council shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the Keyhaven River Manager at the Council Offices.
- 14.3 Any communication to the Council in respect of this licence should be e-mailed to keyhavenriveradmin@nfdc.gov.uk or in writing addressed to Keyhaven River Admin, NFDC, Appletree Court, Beaulieu Road, Lyndhurst, SO43 7PA. Any communication from the Council will be addressed to the Licensee at their last known address or will be fixed on some conspicuous part of the Boat.
- 14.4 If the Licensee has any questions regarding the mooring or anything relating to Keyhaven river, they should contact the River Warden at the Keyhaven River Office or by email to: Keyhavenriveradmin@nfdc.gov.uk
- 14.5 The Licensee should advise the Council of any change of address or telephone number in order that they may be contacted in case of emergency. This can be done by e-mail to Keyhavenriveradmin@nfdc.gov.uk

15. Provisos

- 15.1 The Mooring shall be used as Licensee and no tenancy shall be conferred on the Licensee.
- 15.2 The Council reserves the right to carry out any work to the Mooring at any time without payment of compensation to the Licensee and if so required by the Council the Licensee shall remove the Boat from the Mooring whilst such works are being undertaken.

16. Third Party Rights

- 16.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of the Licence, the Licence is not intended to and does not give any third party any right to enforce any of its provisions.
- 16.2 Without prejudice to the generality of Clause 16.1 above, any right created by implication that a third party may have to enforce the provisions of the Licence may be rescinded or varied by the parties to the Licence without the consent of any such third party.
- 16.3 For the purposes of this Clause, the expression “third party” means any person other than a party to the Licence.

17. Interpretation

- 17.1 Wherever the context admits in the Licence words importing one gender shall be construed as including any other gender and words importing the singular shall be construed as including the plural and vice versa.
- 17.2 Any Condition or Regulation requiring the Licensee not to do an act or thing shall be deemed to include an obligation for the Licensee to use reasonable endeavours not to permit or suffer such act or thing to be done by another person.
- 17.3 The Clause headings do not form part of the Licence and shall not be taken into account in its construction or interpretation.

How we use your information

The information you have provided will be stored securely on the Council's system for the administration of moorings. We will use the information to verify residency in the District against other Council records. The Council will use your personal information to provide the services referred to in this agreement and process your payment for these services. The Licensee hereby consents to the information provided in pursuance of this agreement being held by the Council on a computer system. Information may be shared internally.

PLEASE RETAIN ONE SET OF CONDITIONS FOR YOUR REFERENCE

Useful Contact Numbers

River Wardens: 01590 645695; VHF Channel 37

River Warden Admin Office: 02380 285885

Useful e-mails:

River warden (e.g. day to day issues re mooring and for advice on using the river)

Keyhavenriverwarden@nfdc.gov.uk

River admin (e.g. notification of change of address/telephone number/contact details

etc) and for mooring and dinghy park applications: Keyhavenriveradmin@nfdc.gov.uk