

Jersey Harbours

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CONDITIONS OF USE OF A HARBOUR MOORING

Agreements for individual moorings in Jersey Harbours are issued to a Permitted User (referred to as 'the User') on an annual basis. In accepting an Agreement for a mooring position allocated by Jersey Harbours, the User accepts the following conditions:

1. The User agrees that the mooring allocated is suitable for the boat and accepts that it is moored at the Owner's/User's own risk and not to hold Jersey Harbours responsible for any loss or damage howsoever caused;
2. That the User is normally resident in the Island of Jersey for the period of the Agreement;
3. The User agrees when deciding to use harbour buoys, moorings and pontoons that they do so at their own risk;
4. To comply with all directions of the Harbour Master or his representative, and in particular, to the manner and position in which the boat is moored;
5. That the mooring may only be used by the boat which is subject of this allocation, no other boat may be moored unless having received prior written permission from the Harbour Master or his representative;
6. That the mooring will not be left vacant for a period exceeding one calendar year, only occupancy by the boat which is subject of this allocation is valid;
7. To provide and maintain in safe working order all ropes and mooring chains, apart from the Harbours' ground chains and mooring buoys, where applicable;
8. To accept the right of the Harbour Master or his representative whenever necessary in their opinion for the safety of the boat or other vessel, to board, enter, move or moor or carry out emergency work on the boat as is deemed necessary;
9. To secure the boat and its contents from theft and to comply with all fire prevention recommendations for the size and type of boat as may be issued from time to time by Jersey Harbours and/or the States Fire Service;
10. To maintain the boat in a sea-worthy condition and if necessary allow safety inspections by Jersey Harbours, with the recommended safety equipment consistent with the size and use of vessel and if operational, to at least that recommended by the RNLI 'Safety Guidelines for Recreational Users';
11. To maintain third party insurance against all third party risk to the sum of at least two million pounds, and be able to produce evidence of insurance on request;
12. To observe the Harbours (Jersey) Regulations 1962 as amended, the 'International Regulations for the Prevention of Collision at Sea 1972' and The Water Pollution (Jersey) Law 2000 and other maritime or relevant Health & Safety regulations enacted from time to time;

13. To pay all fees in connection with the mooring on demand and notify Harbours of any change of address or telephone number within 7 days;
14. At the request of the Harbour Master to relocate in order to facilitate reorganisation, re-development, dredging or similar works from time to time;
15. That a breach by the User of any of these Conditions, will constitute grounds for the Harbour Master to forthwith terminate without notice, the mooring allocation and remove the boat and mooring equipment at the expense of the User; the User may appeal to the Minister, provided such an appeal is made within one month of notice of termination;

Subject to the above the Agreement may be cancelled by either party on giving one month's written notice. In other event should the User comply with the conditions of the above, the Agreement will automatically be renewed for a further calendar year subject to the payment of the appropriate fees and compliance with the prevailing Conditions of the Agreement.

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