

Conditions for Mooring at Lydney Harbour (January 2023 edition)

Introduction

This document contains the Conditions for the mooring of vessels at or against land owned by the Environment Agency at Lydney Harbour. Together with the front page, they form the contract between you and the Environment Agency.

We have divided the Conditions into the following parts for ease of reference:-

1. **Definitions:** a list of definitions which should enable you to find your way around this document more easily and make it easier to understand.
2. **General Conditions:** a list of your rights and your responsibilities as a Mooring Licence Holder.
3. **Health, Safety & the Environment:** a list of Health and Safety rules and environmental issues.
4. **Responsibilities of the Environment Agency:** a list of our rights and responsibilities relating to the grant of the Mooring Licence
5. **Termination:** an explanation of what will happen when the Licence ends.

Please note

In drafting these Conditions, we have tried to ensure that they are as easy to understand as possible. By accepting the Licence you acknowledge that in return for a right to moor, you will be taking on certain legal responsibilities. If you do not understand any of these Conditions you should consult a solicitor to obtain independent legal advice PRIOR to signing the Licence.

1. DEFINITIONS

1.1 “the Environment Agency” means:-

- (a) the Environment Agency whose Area Office is at Riversmeet House, Newtown Industrial Estate, Northway Lane, Tewkesbury, Gloucestershire GL20 8JG
- (b) any body or corporation which replaces or takes over the responsibility of the Environment Agency for mooring sites; and
- (c) any person, persons or company authorised by the Environment Agency to act on its behalf

1.2 “Environment Agency Officer” means:-

- (a) any employee of the Environment Agency involved in the operation or management of mooring sites including:
 - (i) a harbour master
 - (ii) a patrol officer
 - (iii) a Waterways operations team leader
 - (iv) a Waterways manager; or
- (b) any other person employed by the Environment Agency to deal with similar work any person or persons authorised by the Environment Agency to act on its behalf
- (c) an employee of a company authorised by the Environment Agency to act on its behalf

1.3 “Berth” means:-

any berthing space at the Site allocated by the Environment Agency (from time to time during the period of this agreement) for the mooring of the Vessel.

1.4 “Mooring Fee” means:-

the charge made by the Environment Agency for the mooring of the Vessel at the Berth (as is more fully described in Condition 2.1 below)

1.5 “the Licence”

- (a) is a licence agreement issued by the Environment Agency for the mooring on the Berth at the Site of the Vessel
- (b) is personal to You and is NOT transferable to any subsequent owner of the Vessel
- (c) is issued to the specific Vessel named on the front page of the Licence and NOT transferable to any other vessel.

1.6 “You”: any reference in these conditions to “You” is a reference to the person whose name appears on the front page of the Licence and shown as the ‘Licensee’.

1.7 “the Harbour” means: Lydney Harbour, Harbour Road, Lydney GL15 4ER

1.8 “the Site” means: the area within the Harbour designated for moorings which includes the Berth and land and water (together with any pontoon, jetty, landing stage or other structure) adjacent to the Berth.

1.9 “Site Rules” means: any rules relating to the use and management of the Site published by the Environment Agency from time to time.

1.10 “Vessel” means: the specific boat or vessel named or described on the front page of the Licence including fenders, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extension fore and/or aft of the Vessel; or a specific vessel which, with the prior written consent of the Environment Agency (which will be subject to the suitability of the Berth and payment of a supplementary mooring fee where applicable) is substituted for it.

2. GENERAL CONDITIONS

2.1 Mooring Fee

- (a) You must pay the Mooring Fee due under the Licence.
- (b) The Mooring Fee is:-
 - (i) a fee payable to the Environment Agency by You;
 - (ii) calculated in accordance with the tariff published by the Environment Agency applicable at the time of mooring.
- (c) If the Berth is used before the Mooring Fee has been paid You:
 - (i) agree to comply with the terms of the Licence
 - (ii) acknowledge that the Mooring Fee is payable and promise to pay the Mooring Fee immediately upon receipt of the relevant invoice.

2.2 Securing a Berth

- (a) All berths are managed locally by the Environment Agency so any query relating to availability and booking should be made to the Environment Agency's harbour master at the Harbour.
- (b) The Licence will only allow You to moor the Vessel somewhere at the Site and it does not guarantee a particular Berth.
- (c) Where the Environment Agency has allocated a specific Berth to You, the Environment Agency reserves the right to ask You to move the Vessel to another Berth at any time during the Licence Period.

2.3 Indemnity

You will indemnify (compensate for a loss or liability) the Environment Agency against any claim or action resulting from the exercise of the rights contained in the Licence or in connection with any matter relating to the Berth or Site (to the extent permitted by the law).

2.4 Access by You

- (a) The issue of the Licence does not entitle You to access the Berth on the landward side except:
 - (i) on foot; and
 - (ii) over land owned by Environment Agency.

2.5 Restrictions

You must not:-

- (a) use the Berth other than in accordance with this Licence, nor do anything which might be or become a nuisance or cause inconvenience, disturbance, injury or annoyance to the Environment Agency, other moorers, any visitors to the Harbour or the owners or occupiers of any adjoining or nearby property.
- (b) bring onto or allow to remain upon:
 - (i) the Berth; or (ii) the Site; or (iii) the Harbour
 any substance or article which may constitute a nuisance or which may cause inconvenience disturbance injury or annoyance to the Environment Agency or the occupiers of any adjoining or nearby berth or any part of the Site or nearby property

- (c) use the Berth or any part of the Site for any dangerous illegal or immoral purpose or commit any waste or damage
- (d) obstruct or interfere with any duly authorised Environment Agency officer in the proper pursuance of their duties (including inspecting the Berth)
- (e) bring onto or allow to remain on the Site any rubbish or refuse of any kind or throw or deposit any such rubbish or refuse on any adjoining or adjacent property or in the Harbour. You must ensure that any rubbish or refuse is removed from the Site and disposed of in a manner approved by the Environment Agency
- (f) carry on or permit to be carried on at the Berth any trade or business whatsoever
- (g) erect any building or structure of any kind whether of a permanent or temporary character on any part of the Site or cultivate or cover any part of the surface of the Site with any paving, gravel or similar materials.
- (h) interfere with any rights of third parties at the Harbour
- (i) allow any vessel other than the Vessel to have use of the Berth unless previously agreed in writing by the Environment Agency.

2.5 Non-transferable

- (a) The Licence is personal to You and cannot be transferred to or shared with any or shared with other person or persons.
- (b) In the event of your death, this Licence will terminate. The person dealing with your affairs must arrange for the removal of the Vessel unless they wish to use the Berth for the remainder of the Licence Period, in which case they must apply to us for a new licence. Prior to permission being granted, they must pay any money owed to us under this Licence and comply with the conditions of this Licence.

2.6 Vacating

When the Licence ends (however that happens):

- (a) You must leave the Berth in a clean and tidy condition and comply with the provisions of clause 5 generally;
- (b) You must return any key provided by the Environment Agency (whether before or after the commencement of the Permit) and such key remains the property of the Environment Agency, returnable on demand.

2.7 Maintenance and Security

You must at all times:-

- (a) keep the Vessel moored safely and securely when at the Berth (or as directed) using any available bollards, mooring rings, mooring pins or stakes where appropriate;
- (b) take all reasonable steps to ensure the Vessel's safety particularly at times of extreme or adverse weather conditions, abnormal water levels, flow or flood ensuring it can cope with fluctuations in water level (including moorings which dry out at low water);
- (c) allow the Environment Agency to go onto the Vessel and move it at its discretion for reasons of safety, for operational purposes or for the protection of the environment;
- (d) keep the Berth and the Vessel and the area immediately adjacent to it in a clean and tidy condition;
- (e) keep the Vessel sound and watertight and in a good state of repair and condition; and

- (c) ensure the Vessel has an operational engine and be capable of navigation, movement and steering under its own power.

2.8 Planning

You must ensure that your use of the Berth complies with the conditions of any planning permission for the Site and comply with any relevant laws, byelaws, Site Rules and special conditions.

2.9 Access by the Environment Agency

The Environment Agency reserves the right (at its absolute discretion) to go onto the Berth at any time and for any purpose.

2.10 Notice

Except in the case of emergency (when no notice shall be necessary), the Environment Agency will endeavour to give You at least 10 (ten) working days' notice (in writing) of its intention to carry out any development, maintenance or construction work which would impact upon your access to or use of the Berth.

2.11 Electricity Supply

If there is available adjacent to the Berth a mains electricity supply, You are responsible for paying for all electricity used by You.

2.12 Connection to Utilities

Where the Berth does not have the benefit of connection to an electrical supply, You must not connect or arrange for connection of the Berth or the Vessel to such a supply or to any other utilities.

2.13 Display

You must not keep, hang or place anything on the Berth or any part of the Site without the prior consent in writing of the Environment Agency.

2.14 Loss or Damage

- (a) The Vessel together with any personal belongings or other items of any description are brought onto / left upon the Berth and/or the Site entirely at your own risk and the Environment Agency shall not be responsible for or be held liable for any such items which are stolen, lost, damaged or destroyed.
- (b) The Environment Agency will not be liable for any damage caused to the Vessel or any other property or personal belongings belonging to You which results from:-
- (i) any fluctuation of water flow or level or direction or flooding of the Harbour
 - (ii) any works on or adjacent to the Berth or the Site
 - (iii) any works carried out by the Environment Agency generally in execution of its statutory powers or duties
 - (iv) except where such damage or destruction results from the negligence of the Environment Agency or its employees or agents

2.15 Damage to the Berth / Site

- (a) You must not:-
- (i) damage or allow to be damaged;

- (ii) alter, add-to or deface; or allow to be altered, added to or defaced
- (iii) the Berth or any part of the Site in any way.

If any of these things happen, the Environment Agency will charge You for the cost of the making good (including a reasonable sum for administration).

- (b) When arriving and leaving the Harbour or manoeuvring at the Berth You must do so slowly and safely without damaging or endangering the Berth or other vessels or people.

2.16 Animals

- (a) You must not bring any animal other than usual domestic pets onto the Site (including the Berth).
- (b) You must ensure that any domestic pet which is brought onto the Berth or the Site is kept under proper control and does not cause nuisance to the Environment Agency, the occupiers of any adjoining Berths and/or the owners or occupiers of any land neighbouring the Site.
- (c) You must clean-up after and remove any mess made by any domestic pet brought onto the Berth or the Site in a prompt, proper and hygienic manner.

2.17 Obstruction

You must ensure that neither You nor your visitors obstruct the Harbour, or any part of the Site or any access to it, emergency access roads, service roads or service areas at the Harbour.

2.18 Non-residential

- (a) The Licence is issued on the basis that the Berth is used only for the recreational mooring of the unoccupied Vessel. Under no circumstances may the Vessel be used for residential purposes or as overnight accommodation on a habitual or regular basis.
- (b) Occasional and infrequent overnight stays are permitted in connection with recreational use provided that it is safe to do so.
- (c) You must ensure that the Vessel vacates the Berth to cruise and refuel at least twice a year.

2.19 Disposal of the Vessel

The Licence is personal to You so, if You decide to sell or dispose of the Vessel, You must remove it from the Berth and the Site before completing the disposal. If it comes to the attention of the Environment Agency that the Vessel has been sold by You (or otherwise disposed of) the Environment Agency is entitled to remove the Vessel from the Berth and the Site and charge the cost of such removal to You.

2.20 Lien

The Environment Agency shall hold a lien (a right which entitles a party to hold on to assets in their possession pending payment of a debt owed) over the Vessel and/or over any other property that you bring onto the Berth or Site pending payment of any sums due to the Environment Agency. The Environment Agency shall be entitled to seize and dispose of any such item to recover any sum you owe and fail to pay in accordance with the terms of this Licence.

3. HEALTH, SAFETY & THE ENVIRONMENT

3.1 Defects

- (a) You must advise the Environment Agency immediately of any defects in the Berth which You notice.
- (b) The Environment Agency shall not be responsible for any loss, damage or injury suffered by any person as a result of any defect which has not been brought to its attention.

3.2 Works to the Vessel

Other than for minor routine maintenance, You must not carry out any works to the Vessel anywhere on the Site (including the Berth). Any minor works must be carried out in a safe manner and with due regard to protecting the environment and your general obligations under Condition 2 and this Condition 3. If You are not sure whether any proposed works amount to "minor routine maintenance" You should contact the harbour master.ks.

3.3 Accidents

Any accidents or other incidents involving injury or damage to property at the Site must be reported to the Environment Agency. You must report any damage for which You are responsible.

3.4 Due Care

You must not deliberately or carelessly do or allow to be done at the Site (including the Berth), anything which will cause danger, damage or nuisance to the Environment Agency, an Environment Agency Officer or any other person, vessel, property or animal. You accept responsibility for any such damage or nuisance caused by You, other occupants of the Vessel or your visitors.

3.4 Rubbish

You must dispose of your rubbish safely and responsibly so that it is not nor does it become a nuisance or a risk to the health or safety of any Agency, an Environment Agency Officer or any other person, vessel, property or animal.

3.5 Fire

You must not light a fire (which includes barbecues) on the Berth or any part of the Site.

3.6 Insurance

- (a) You must arrange and maintain (for as long as You hold the Permit and/or occupy the Berth) public liability insurance in the amount of no less than one million pounds (£1,000,000) with an insurance office of repute.
- (b) You must produce evidence of insurance prior to the issue of the Licence and within seven days of request.

3.7 Contact details

- (a) It is important that You can be contacted in an emergency. You must promptly notify the Harbour Master in writing of any change to your contact details, including postal address, email and phone numbers and any change to the name of the Vessel.
- (b) Contact details for the harbour master can be found here: <https://www.gov.uk/guidance/lydney-harbour>

3.8 Pollution

You must comply in all respects and at your own expense with all statutory or other regulations or requirements of the Environment Agency relating to the prevention of pollution of the Harbour.

4. RESPONSIBILITIES OF THE ENVIRONMENT AGENCY

4.1 Reasonable Care

The Environment Agency will exercise reasonable care in carrying out its functions in connection with the Licence (including when boarding or moving the Vessel) and will make good damage caused by any negligence on its part to your reasonable satisfaction.

4.2 Services

The Environment Agency will endeavour to keep any services and facilities that it provides under the Permit clean and repaired. The Environment Agency will, as soon as is reasonably practicable, replace any equipment that has become unusable and is beyond economic repair. The Environment Agency will not be liable if the services and facilities fail temporarily provided it carries out the necessary repairs or replacement within a reasonable time.

4.3 Liability

The Environment Agency shall not be liable for any loss or damage caused by any events or circumstances beyond its reasonable control including (but not limited to) extreme weather conditions, unforeseeable failure of historic structures and/or the actions of third parties not employed by the Environment Agency. This includes loss or damage to boats, gear, equipment or other goods left with the Environment Agency for repair or storage. To protect against any such loss, You should arrange your own insurance to cover such risks.

4.4 Water Levels

The Environment Agency gives no guarantee of sufficient or any level of water at the Berth.

5. TERMINATION

5.1 Expiry of the Licence Period

The Licence will terminate automatically at the end of the Licence Period.

5.2 On Notice by the Licence Holder

- (a) You may terminate the Licence before the end of the Licence Period specified by giving 1 (one) month's written notice of termination to the Environment Agency at the address set out in the Licence
- (b) If You terminate the Licence early You may not be entitled to a refund of any Mooring Fees which You have paid in advance.

5.3 On Notice by the Environment Agency

- (a) The Environment Agency may terminate the Licence early:-
 - (i) by giving 3 (three) months' written notice of termination to You at the address specified on the front page of this Licence; or
 - (ii) with immediate effect in the case of emergency where the Environment Agency is required to clear the Berth or the Site in order to comply with any Statutory requirement or for operational or safety reasons.
- (b) If the Licence is terminated early by the Environment Agency in accordance with this paragraph 5.3, You will be entitled to a refund of any Mooring Fees which You have paid in advance on a pro-rata basis.

5.4 Automatically on Breach

The Licence will terminate automatically if:-

- (a) You fail to pay any money owing to the Environment Agency under the Licensor in connection with the licensing or use of the Vessel on the Environment Agency's waterways;
- (b) You abandon the Vessel at the Berth or anywhere within the Harbour;
- (c) You breach any of the terms of the Licence and either:-
 - (i) in the opinion of the Environment Agency the breach cannot be put right; or
 - (ii) You fail to put things right having been asked by the Environment Agency to do so.

5.5 Notification of Breach

Before the Licence is terminated under Condition 5.4 (above), the Environment Agency will write to You:-

- (a) to explain how You have broken the terms of the Licence; and

- (b) where the Environment Agency thinks You can put things right
 - (i) to tell You what You need to do to put things right; and
 - (ii) how long You have to do so.
(the time You are allowed to put things right will depend upon the circumstances but will be reasonable and will be at least 10 (ten) working days where work is required to be done to the Vessel. If You believe that You need more time to put things right, You may write with full details to the harbour master.
 - (iii) If You do not put things right to the satisfaction of the Environment Agency within the time You have been given, the Licence will end automatically and You must remove the Vessel from the Berth immediately.
- (c) Where the Environment Agency is of the opinion that You cannot put things right, it will explain why and You must remove the Vessel from the Site within 10 (ten) working days. The Licence will terminate at the end of those 10 (ten) working days whether or not the Vessel has been removed.

5.6 Failure to Remove the Vessel

If You fail to remove the Vessel from the Site on termination of the Permit the Environment Agency shall be entitled to:-

- (a) continue to charge You the Mooring Fee which would have been payable by You if the Permit had not been terminated until the Vessel has been removed by You; and
- (b) remove the Vessel from the Site; and
- (c) arrange for storage of the Vessel elsewhere.

5.7 Liability and Cost of Removal

If the Environment Agency has to arrange for removal and/or storage of the Vessel because You do not do so then:-

- (b) the Environment Agency shall not be liable for any loss or damage to the Vessel (or otherwise) caused by such removal and/or storage (except for loss or damage resulting from the negligence of the Environment Agency);
- (c) You will be responsible for all costs resulting from such removal and storage including (where applicable) alternative mooring fees which You must pay to the Environment Agency on demand.
- (d) If You fail to discharge the sums due to the Environment Agency within what it considers to be a reasonable time then the Environment Agency shall be at liberty to exercise its lien (contained in Condition 2.21 above).

It is essential that You understand that if You or (where applicable) your visitors or invitees, do not observe one or more of the Conditions, the Environment Agency will be entitled to terminate the Licence without compensation to You.