

Terms and Conditions (“T&Cs”) for delivering chargeable activities within the marine licensing service.

1 Parties

- 1.1. The Marine Management Organisation (“the MMO”) is authorised to determine Applications in accordance with the Marine and Coastal Access Act 2009 (“MACAA”).
- 1.2. The applicant (“You”) is the individual, company, organisation or other legal entity submitting an Application to the MMO and includes any person requesting Advice in connection with an Application (whether any such Application is subsequently submitted or not). The word “Your” shall be construed accordingly.

2 Interpretation

- 2.1. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.2. “Application” means an application for a Marine Licence made under part 4 MACAA.
- 2.3. “Cefas” means Centre for Environment, Fisheries and Aquaculture Science.
- 2.4. “Advice” is provided by the MMO in connection with an Application as set out in [section 6](#) of the T&Cs.
- 2.5. “Fee Structure” means the MMO’s published Fee Structure in effect at the time that the Chargeable Activity to which the fee relates is undertaken. The Fee Structure is available here: <https://www.gov.uk/government/publications/marine-licensing-fees/marine-licensing-fees>
- 2.6. “Marine Licence” means a licence granted by the MMO under Part 4 MACAA.

3 Application of the T&Cs

- 3.1 The T&Cs apply to the following “Chargeable Activities” carried out by the MMO:
 - 3.1.1 [Advice](#) provided by the MMO in connection with an Application;
 - 3.1.2 The processing and determination of an [Application](#);
 - 3.1.3 The processing and determination of a request to [vary or transfer](#) a Marine Licence;
 - 3.1.4 [Monitoring](#) of a Marine Licence; and
 - 3.1.5 Unilateral variation, suspension or revocation of a Marine Licence by the MMO.

4 Application

- 4.1 It is a statutory function of the MMO to process and determine Applications. Where You make an Application then You must pay the MMO the cost of processing and determining that Application.

- 4.2 In processing and determining an Application the MMO may also incur the following:
- Travel expenses
 - Costs incidental to travel
 - External advice costs such as the cost of instructing an expert or specialist agency (including, but not limited to, Cefas).

Where the MMO incurs travel costs or other disbursements it will recover these costs from You.

- 4.3 The fee payable to the MMO for determining an Application is comprised of:
- An application fee, as calculated in accordance with this section (“the Application Fee”);
 - If appropriate, a travel fee comprising of a charge for travel time as well as disbursements incidental to travel, as calculated in accordance with this section (“Travel Expenses”); and
 - Disbursements.
- 4.4 The Application Fee is the product of the current hourly rate as set out in the Fee Structure multiplied by the total number of hours worked by MMO and Cefas Staff in determining the Application.
- 4.5 The Application Fee is subject to the maximum fee, if applicable, set out in the MMO’s published Fee Structure.
- 4.6 Travel time is calculated using the current hourly rate as set out in the Fee Structure multiplied by the total number of hours spent travelling.
- 4.7 Disbursements associated with travel and which are paid by the MMO in-line with the Travel and Subsistence Policy in force at the date that the costs are incurred will be recharged to You. Disbursements recharged to You may include VAT, where applicable. The Travel and Subsistence Policy is available here:

<https://www.gov.uk/government/publications/marine-licensing-fees/travel-and-subsistence-costs>

In some circumstances it may not be possible to ensure that disbursements remain within the limits of the MMO’s Travel and Subsistence Policy as these costs are often outside the control of the MMO. On these occasions the MMO will obtain prior agreement from You for the additional costs.

- 4.8 Wherever appropriate the MMO will offer alternatives to travel, for example the use of electronic conferencing facilities or the use of the MMO’s offices.
- 4.9 When You cancel a meeting, the MMO or Cefas will endeavour to obtain a refund of any Travel Expenses already incurred. Where it is not possible to obtain a refund then the Travel Expenses will remain payable by You.

5 Disbursements

- 5.1 Disbursements associated with travel and subsistence will be recharged to You in accordance with [section 4](#) of the T&Cs.

- 5.2 The MMO may instruct third parties to carry out investigation, examination and tests on its behalf in order to enable it to reach a determination. Where the MMO deems it necessary or expedient to do this then any disbursements paid to the third party by the MMO will be recharged to You.
- 5.3 You agree to pay the MMO a sum equal to the disbursements incurred, including VAT where applicable.

6 Advice

- 6.1 "Advice" is provided by the MMO as an additional service and may include discretionary advice. Advice can include (but is not limited to) the following:
- Pre-application Advice: this is advice provided by the MMO to You before an Application has been submitted and may include advice that does not lead to the submission of an Application.
 - Post-consent Advice: this is advice provided by the MMO to You after a Marine Licence has been granted and issued. It may be provided when You request advice on compliance with the terms of the Marine Licence or when the MMO deems it necessary or expedient to compliance in order to provide the same or for any other reason connected with an extant Marine Licence.
 - Any other advice that the MMO is authorised to provide to You in relation to an Application or extant Marine Licence and which is not otherwise covered by a charging regime set out in these T&Cs.
- 6.2 You agree that when You request that the MMO provides Advice then You will pay a fee (including VAT where applicable) for that service in accordance with the T&Cs.
- 6.3 The fee payable by You to the MMO in respect of Advice is the product of the current hourly rate as set out in the Fee Structure multiplied by the total number of hours worked by MMO staff in order to provide that advice.
- 6.4 Where the provision of Advice results in MMO staff being required to undertake travel then You are required to pay a fee in respect of travel time and associated disbursements calculated in accordance with paragraphs 4.6-4.10 of the T&Cs.
- 6.5 The MMO may instruct third parties to assist with the provision of Advice to You. Where Advice has been requested by You then any disbursements to third parties will be agreed with You in advance of them being incurred. All disbursements paid to third parties in accordance with this paragraph will be recharged to You.
- 6.6 Travel Expenses and disbursements incurred in relation to Advice are payable in addition to the hourly rate charged for the advice itself and You agree to pay the MMO a sum equal to the actual expenditure incurred (including VAT where applicable).

7 Monitoring

- 7.1 "Monitoring" is monitoring carried out in accordance with the Public Bodies (Marine Management Organisation) (Fees) Order 2014 and may include desk based or on site monitoring.
- 7.2 It is a function of the MMO that where a Marine Licence has been granted it will monitor compliance with that Marine Licence. Where the MMO carries out any Monitoring in connection with Your Marine Licence then You must pay the cost of the MMO undertaking that work. This is the "Monitoring Fee".

7.3 The Monitoring Fee is the product of the current hourly rate as set out in the Fee Structure multiplied by the total number of hours worked by MMO staff in order to undertake the Monitoring.

7.4 Monitoring will be carried out in accordance with the MMO's policy, details of which can be viewed here:

<https://www.gov.uk/government/publications/compliance-and-enforcement-strategy/compliance-and-enforcement-strategy>

7.5 Monitoring will be carried out at the discretion of the MMO, in accordance with the policy, and the MMO's decision as to whether Monitoring ought to be undertaken and what type of Monitoring (desk based or on site) is appropriate will be final.

7.6 Prior to any Monitoring taking place the MMO will provide You with a written indication of the likely fee that will be incurred in undertaking those activities. The indication is provided as a guide and is not binding.

7.7 The Monitoring Fee is subject to the maximums set out in the Fee Structure.

8 Disposal Levy

8.1 Marine Licences may include authorisation to deposit material into the sea or onto or under the sea bed. Where this is the case, the Applicant is required to pay a charge for the following activities engaged in by the MMO and/ or Cefas in accordance with the Public Bodies (Marine Management Organisation) (Fees) Order 2014:

- Inspecting the deposit or place where the deposit is or was carried out
- Analysing any samples taken or further information gathered; and
- Preparing a report

This is the "Disposal Levy".

8.2 The Disposal Levy is calculated in accordance with the Fee Structure.

8.3 You are required to pay the Disposal Levy to the MMO.

9 Variation or Transfer

9.1 The MMO may vary or transfer any extant Marine Licence. This may be done unilaterally or following a request made by You. Where the MMO varies or transfers a Marine Licence then You must pay the MMO the cost of making that determination and effecting such variation or transfer.

9.2 The fee payable by You to the MMO in respect of a variation or transfer of a Marine Licence is the product of the current hourly rate as set out in the Fee Structure multiplied by the total number of hours worked by MMO staff in processing the request and making a determination.

9.3 The fee is subject to the maximum fee set out in the Fee Structure.

9.4 Travel time and expenses incurred by the MMO in connection with the variation and/ or transfer of a Marine Licence will not be recharged to You.

- 9.5 Where the MMO makes a unilateral determination to vary or transfer a Marine Licence then it may choose to waive or reduce the fees in line with 15.4.

10 Other Costs

- 10.1 Following submission of an Application to the MMO and prior to its determination You are required to advertise the proposed activities in accordance with section 68 MACAA.
- 10.2 The advertisement of an Application must be carried out in accordance with any direction given to You by the MMO and is to be undertaken at a direct cost to You.
- 10.3 If You do not arrange for the Application to be advertised as set out in paragraph 10.1-10.2 then the MMO may:
- Put the Application on hold indefinitely; or
 - Reject the Application; or
 - Arrange for the Application to be advertised as required, in which case any costs incurred by the MMO in doing so shall be recoverable from You.

11 Estimate of Costs

- 11.1 This section applies to the following:
- Applications for Marine Licences;
 - Advice;
 - Variation
- 11.2 Before carrying out any Chargeable Activities to which this section applies the MMO will issue You with a written estimate of the fee likely to be incurred (“the Estimate”).
- 11.3 The Estimate will be calculated by multiplying the number of estimated hours of MMO staff time and, where necessary, Cefas staff time required to carry out the Chargeable Activities by the current hourly rate listed in the Fee Structure. Where applicable the MMO will endeavour to include prospective costs in respect of travel, expenditure incidental to travel and other disbursements however these costs are often out of the MMO’s control and subject to change.
- 11.4 The Estimate will include VAT where applicable.
- 11.5 The Estimate is provided as a guide at the discretion of the MMO and is not binding. You will be required to pay the entirety of the costs incurred regardless of the Estimate provided.

12 Amended Estimate

- 12.1 Before the Estimate has been reached the MMO may issue an amended estimate setting out any additional costs of Chargeable Activities (“Amended Estimate”) that the MMO deems likely to be incurred over and above the original Estimate.
- 12.2 The MMO is not required to issue an Amended Estimate but will endeavour to do so as and when it deems appropriate in the circumstances.

- 12.3 Where 100% of the Estimate has been reached then the MMO may take action which may include (but is not limited to) one or more of the following:
- Issue an Amended Estimate
 - Refuse to carry out any further Chargeable Activities
 - Where the MMO considers that determination of the Application can be made at a cost not exceeding 10% more than the original estimate, carry out Chargeable Activities without further notice to You and charge You for this
- 12.4 Where an Amended Estimate has been issued but has not been accepted and more than 14 days have passed since the date of issue then the MMO may take further action which may include (but is not limited to) one or more of the following:
- Take any action listed at 12.3 of the T&Cs.
 - Determine to refuse the Application
 - Where a Marine Licence has already been granted, suspend or revoke the Marine Licence and charge the You for making that determination.
 - Issue a final invoice
- 12.5 Paragraphs 11.3 to 11.6 of the T&Cs apply to any Amended Estimates issued as they apply to Estimates.

13 Deposits

- 13.1 The MMO may require You to pay a deposit to the MMO in respect of the Monitoring Fee or Disposal Levy.
- 13.2 Where the MMO requires a deposit then Shared Services Connect Limited (“SSCL”) will send You an Invoice for the relevant amount.
- 13.3 The deposit will be calculated on the basis of the expected fee due to be incurred and in any event will not exceed £10,000.
- 13.4 Where a deposit has been paid but it does not amount to the Monitoring Fee or Disposal Levy subsequently incurred then SSCL will send a further Invoice for the balance due.
- 13.5 When the Marine Licence expires the MMO will refund to You any part of the deposit that has been paid but in relation to which no charges have been incurred.
- 13.6 For the avoidance of doubt, section 13 of these T&Cs applies to Deposits as it applies to other charges arising under these T&Cs.

14 Billing

- 14.1 “Billing Contact” is the name, address and purchase order number (where applicable) that you provided to the MMO for the purposes of billing.
- 14.2 SSCL will issue interim and final invoices on behalf of MMO for the Fees in accordance with the T&Cs (“Invoice”).
- 14.3 SSCL will automatically send an Invoice to the Billing Contact.
- 14.4 If You want to update the Billing Contact then You must inform the MMO in writing confirming the new details to licensinginvoices@marinemanagement.org.uk

- 14.5 It is Your responsibility to ensure that the Billing Contact details are up to date.
- 14.6 Where any part of the Billing Contact is inaccurate or incomplete the MMO may charge an administration fee of £57 (plus VAT) to re-issue an Invoice.
- 14.7 Payment is due to SSCL within 28 days of the date of the Invoice.
- 14.8 Where payment of an Invoice is not made in accordance with paragraph 14.7 of the T&Cs then the MMO may:
- Refuse to carry out any further Chargeable Activities until the Invoice is paid
 - Determine the Application based on the information available
 - Suspend or Revoke a Marine Licence
- 14.9 Any action taken by MMO under paragraph 14.8 to determine, suspend or revoke a Marine Licence constitutes a Chargeable Activity.
- 14.10 Where payment is not made in a timely manner then SSCL and/ or the MMO will seek to recover the debt. This may include an application to the court. Where the MMO commences legal action because you have failed to comply with paragraph 14.7 of the T&Cs then you will be required to pay the costs of the MMO taking such action.

15 Variation to the T&Cs

- 15.1 The MMO may vary the T&Cs at any time as it deems appropriate and may do so without prior notice to You.

16 Miscellaneous

- 16.1 The T&Cs shall be binding upon the parties and their successors from the date that You confirm Your agreement to them.
- 16.2 You are liable for all the fees incurred in respect of the Chargeable Activities regardless of whether or not the Application is granted or refused by the MMO or withdrawn by You. In respect of Advice that is provided before an Application is submitted, You remain liable for the fees incurred whether or not an Application is submitted.
- 16.3 The MMO may choose to waive or reduce the fees incurred in respect of the Chargeable Activities as it sees fit.
- 16.4 The Fee Structure will be reviewed from time to time as deemed appropriate by the MMO and is subject to change without any prior notice to You. Any changes to the Fee Structure will apply to the Fees from the date that any new Fee Structure is implemented.
- 16.5 The Travel and Subsistence Policy will be reviewed from time to time as deemed appropriate by the MMO and is subject to change without any prior notice to You. Any changes to the Travel and Subsistence Policy will apply to the Fees from the date that it is implemented.

17 Complaints

17.1 If You are not satisfied with any aspect of our service please follow the MMO complaints procedure, details of which can be viewed at:

<https://www.gov.uk/government/organisations/marine-management-organisation/about/complaints-procedure>

18 Governing Law

18.1 The T&Cs and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the T&Cs.