

Rye Harbour

Boat registration & annual mooring licence

Please complete this form if you will be using an Environment Agency mooring in Rye harbour. This form combines registering your boat in the harbour, where you will need to pay harbour dues, as well as the application form for an annual mooring licence in the harbour.

(Please complete in block capitals)
Boat name:
Type:
Description (inc. colour):
Total length (m):
Beam (m):
Max. draft (m):
Date mooring required:
Preferred mooring site:
Will your boat take the ground on an even keel without support? Yes / No (delete as applicable)
Full name of applicant:
Address:
Postcode:
Telephone:
Mobile:
Email:

Postcode:
Home telephone:
Mobile:
Name and address of insurers of boat:
Postcodo:

Notes

- 1. An annual mooring licence is valid from 1 April to 31 March.
- 2. A fee is payable for a mooring licence, which is in addition to Harbour Dues for the boat. Details are available from the Harbour Office.
- 3. If the application for a mooring is granted, a mooring licence will only be issued on payment of Harbour and Mooring Dues. All cheques should be made payable to The Environment Agency and sent to the Harbour Office.
- 4. The mooring licence and registration/harbour dues disc will be subject to the conditions set out below.
- 5. All boats are required to display a current registration/harbour dues disc.
- 6. The Harbour Master may check the length of the boat.
- 7. All moorings dry out at low water.
- 8. At Strand Quay, Admiralty Jetty and the Fishmarket, boats are moored in tiers of up to four boats per mooring. They must be moored with bow and stern ropes, springs if required, and well supplied with fenders.
- 9. If there is any change to the above information, please advise the Harbour Office immediately.

Rye Harbour boat registration conditions

1. Upon payment of Annual Harbour Dues the Environment Agency will issue a Registration Disc which is valid only for the boat in respect of which it has been issued and is not transferable to any other boat. The Registration Disc should be prominently displayed on the boat at all times. Annual Harbour Dues are payable in advance on 1 April and short-term Harbour Dues will be assessed at the applicable rate as determined by the Environment Agency from time to time.

- 2. The Environment Agency does not accept any liability whatsoever in respect of any damage to the boat, or any person or property, which may be occasioned by the breaking or parting of cables, anchors, chains or hawsers by which the boat may be secured.
- 3. Neither the Environment Agency nor their employees are in any way responsible for the safety or custody of the boat and the gear, fittings or any other property thereon.
- 4. The boat shall at all times be kept in a sound and watertight condition and anchored or moored in a good and sufficient manner with all necessary steps taken for the safety thereof.
- 5. The holder of a Registration Disc shall at all times comply with the bye-laws and other legislation then in force in the Harbour of Rye and with all directions given by the Harbour Master in the execution of his duties. The Registration Disc is granted without prejudice to the Environment Agency's rights, powers and duties in respect of the Harbour of Rye.
- 6. The Registration Disc shall cease to have any effect at the end of the period stated thereon.

Rye Harbour annual mooring licence conditions

- 1. The Environment Agency does not accept any liability whatsoever in respect of any damage to the boat or to any person or property which may arise by reason of the exercise of the licence hereby granted, or which may be occasioned to the boat, by the breaking or parting of cables, anchors, chains or hawsers by which the boat may be secured, or through any defect in the moorings (other than death or personal injury caused by negligence on the part of the Environment Agency) and the licence-holder shall not make any claim against the Environment Agency in respect of such damage and shall produce, if so required, evidence of adequate Third Party Insurance to the reasonable satisfaction of the Environment Agency, in respect of the matters aforesaid.
- 2. The licence holder shall be responsible for the cleanliness of their stages and for the safety of all persons using the same.
- 3. The licence holder shall fully indemnify the Agency and its staff against any liability, loss, costs, expenses, claims or proceedings in respect of:
- (a) death or injury to any person or;
- (b) loss or damage to any property including indirect and consequential loss;

which might arise as a direct consequence of the actions or negligence of the licence holder, his staff or agents arising from the operation of this Agreement.

This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Agency or it's staff.

4. Neither the Environment Agency nor their employees are in any way responsible for the safety or custody of the boat and the gear, fitting or other property thereon.

- 5. The licence holder shall ensure that the boat is kept at all times in a sound and water-tight condition and anchored or moored in a good and sufficient manner, and that all such steps are taken as may be necessary for the safety thereof.
- 6. No specific mooring is allocated at the Fishmarket, Strand Quay and Admiralty Jetty moorings, and the boat shall be tied up in such position at those moorings as may from time to time be directed by the Harbour Master.
- 7. The licence holder shall not place or permit to be placed at the mooring, any post, pile, stage or other work whatsoever.
- 8. The licence holder shall at all times comply with the Byelaws and other legislation then in force in the Harbour of Rye and with all directions given by the Harbour Master in execution of his duties. This licence is granted without prejudice to the exercise of the Environment Agency's rights, powers and duties in respect of Rye Harbour. A booklet detailing Rye Harbour Byelaws is available from the Harbour Master.
- 9. This licence shall cease to have effect on the expiry of the period, or sooner determination and there is no guarantee that a new licence will be granted.
- 10. On the expiration of the period, or sooner determination of this licence, the licence holder shall forthwith remove the boat from the mooring and in default the Environment Agency may remove the boat and recover the costs and expenses of so doing (and if necessary, of the storage of the boat) from the licence holder as a simple debt.
- 11. This licence is personal to the licence holder and is granted in respect of the boat only.
- (a) Applications for amendment of the licence to apply to another boat or for transfer to another person in respect of the boat must be addressed to the Harbour Master who may grant or refuse the application and impose such conditions as he thinks fit.
- (b) If the Harbour Master grants the application, this licence shall thereafter apply to the new boat or the new licence holder.
- (c) Unless and until an application is granted, no other boat may be moored at the mooring otherwise than with the permission or the direction of the Harbour Master.
- 12. In the event of any breach of these licence conditions, the Environment Agency may determine the licence by seven days notice in writing sent by first class post to the licence holders last known address, on the expiration of which this licence will cease to have effect, but without prejudice to the provisions of condition 8 hereof.

I have read, understood and agree to abide by the above conditions.

Signed: Date:

Please send completed form to:

Harbour Office Camber Rye East Sussex TN31 7QS

Tel: 01797 225225 Fax: 01797 227429

Email: rye.harbour@environment-agency.gov.uk

The Data Protection Act 1998

The new Data Protection Act requires that the Environment Agency advise its customers how data relating to individuals will be processed and disclosed.

The information provided by yourselves will be processed by the Environment Agency to deal with your application, to monitor compliance with the licence/permit/registration conditions, to process renewals, and for maintaining the relevant public register(s).

We may also process and/or disclose it in connection with the following:

- offering/providing you with our literature/services relating to environmental matters;
- consulting with the public, public bodies and other organisations (e.g. Health and Safety Executive Local Authorities, Emergency Services, DEFRA) on environmental issues;
- carrying out statistical analysis, research and development on environmental issues;
- providing public register information to enquirers;
- investigating possible breaches of environmental law and taking any resulting action;
- preventing breaches of environmental law; and
- assessing customer service satisfaction and improving our service.

We may pass it on to our agents/representatives to do these things on our behalf.

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