

LICENCE TO LAY MOORINGS ON LAND CONTROLLED BY WOOTTON CREEK FAIRWAY ASSOCIATION

SUMMARY OF CONDITIONS OF SITE LICENCE

1. Subject to payment in advance of the site charges(s) prescribed in the Wootton Creek Fairway Association's current scale of charges the licensee shall be entitled to lay down and retain the approved number of mooring(s) of the specified Class, on the site indicated on a plan available for licensee from the Secretary.
2. This licence is valid from the 1st April or the date of receipt by the WCFA of the licence payment whichever is later and shall expire on the 31st March following. It is not transferable.
3. The licensee shall ensure that at all times the full mooring number, which includes class (e.g. A010, B030), is clearly displayed on the mooring buoy in letters of not less than 5cms high. Any mooring not laid and displaying this number will be deemed to be unlicensed and will be removed (condition No. 12 refers).
4. The Wootton Creek Fairway Association must be informed in writing of any change of vessel(s), using the mooring(s). Subletting is not permitted without permission of the Committee and then only on a short-term basis preferably to a member on the waiting list. The licensee shall furnish the WCFA with a list of the owner(s) and addresses) of the owner(s) with the name(s) and details(s) of their vessel(s) using the mooring(s).
5. The licensee shall obtain the approval of the Wootton Creek Fairway Association to any change in vessel using the mooring. The Wootton Creek Fairway Association reserves the right not to accommodate vessels that in certain conditions, might affect the safety of navigation or cause damage to adjoining vessels.
6. The Wootton Creek Fairway Association will not be liable for any claim whatsoever arising out of or in connection with this licence.
7. The licensee will at all times during the continuance of this licence keep the mooring in a good and safe state of repair. All mooring tackle is to be inspected annually by the licensee and replaced as necessary. White mooring buoys should be used whenever possible.
8. The licensee must ensure that any boat using the mooring, for which these conditions apply, has insurance against third party claims for at least the minimum sum recommended by leading Marine Insurers.
9. The licensee shall take adequate precautions at all times to ensure that no craft or person using the Harbour is placed in jeopardy by any action of the licensee or by any person under his control through his or their use of the mooring.
10. The licensee shall not obstruct or interfere in any way with the navigation of craft using the harbour.
11. The licensee must ensure discharging any type of waste does not take place in Wootton Creek by the licensee or any person using their mooring
12. The licensee shall comply with all reasonable requests made by the Wootton Creek Fairway Association or their authorised agent concerning the use of the mooring: method of laying and siting of the mooring.
13. Due to the close proximity of some moorings, mudberths and park spaces it is necessary for all members to give full consideration to others and not take any action that could be construed as misconduct including verbal or physical abuse.
14. Any notice given under or in pursuance of this licence shall be validly served in the case of service upon the Wootton Creek Fairway Association, if despatched by recorded delivery post address to the Secretary of the WCFA and in the case of service upon the licensees if despatched in a like manner to the licensee at the address shown in this licence.
15. In the event of non-compliance with any of these conditions this licence shall be terminated forthwith.
16. 14. No refund of fees will be given.
- 17. Payment of the licence fee acknowledges that all conditions of this licence have been complied with.**

Note: Further details of the Conditions of a Site Licence are contained within The Rules of the Wootton Creek Fairway Association.