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Application for hire of a Dart Harbour Down River Pontoon Berth at Dartmouth or Kingswear

Mr/Mrs/Ms Forename(s) Surname

Address

Town County Postcode

☎ Home (.....) ☎ Work (.....)

☎ Mobile (.....) e-mail

Do you wish to apply for a - Leisure Berth or Commercial Berth (please tick)

Name of Boat LOA (inc. bowsprit, davits, etc.)m

Keel Type Beam m Draft m G.T. m Displacement

Make Where is your present berth?

Date Signature

**LOA to include pushpits, pulpits, bowsprits, bumpkins, davits, tilted outboard, rudders etc.
Do not rely on manufacturer's stated LOA as it may not include pushpits, pulpits, rudders etc.**

Location	Max. LOA	Registration Fee	£
Dartmouth DB Pontoon walk ashore shallow water pontoon berths	6.1m	£15.00	
Dartmouth DB Pontoon walk ashore shallow to deep water pontoon berths	7.9m	£15.00	
Dartmouth DA Pontoon deep water island pontoon berths	7.9m	£15.00	
Kingswear Island Pontoon - leisure use only deep water island pontoon berths	15.2m	£15.00	
Kingswear Island Pontoon - commercial use only deep water island pontoon berth	24.4m	£15.00	
A one-off single refundable DEPOSIT payment of £150 is required with berth applications. This will be refunded upon allocation of a berth or if you decide to be removed from the waiting list at any time. Registration Fees are an administration charge and are not refundable.		Sub Total	£ _____
		Deposit	£ 150.00
		TOTAL (£)	£ _____

If you are unsure of any detail of your application please contact the Dart Harbour Office and we will be happy to advise you. Once completed please return to Dart Harbour for processing and we will return a copy of your application to you. Please ensure this copy and all receipts for payment are kept safe for future reference.

For Dart Harbour Office Use Only	Down River Pontoon Berth Jan 2007
Date Received.....	Total Reg Fees £..... Deposit £150.00 CA No.....
Ref No.....	Photocopy Returned <input type="checkbox"/> Offered Mooring..... Date.....

Conditions of Hire of Dart Harbour Pontoon Berths

- 1) Dart Harbour and its Officers and Employees disclaim responsibility for any loss or damage to the vessel or its contents howsoever caused save only as Dart Harbour may be liable under the Unfair Contracts Terms Act 1977.
 - 2) Dart Harbour moorings are not transferable. The berth shall not be used for any other vessels other than that designated, without the written permission of the Harbour Master.
 - 3) The displaying of Harbour Dues stickers is mandatory. Bona-fide tenders will be issued 'T' stickers.
 - 4) **CONTRACTS False declarations or incomplete information will invalidate the contract.**
 - a) On allocation of a mooring a contract will be sent to you which must be signed and returned within **fourteen** days of the date on the contract.
 - b) Details of Vessel - LOA to include pushpits, pulpits, bowsprits, bumpkins, davits, outboards and rudders etc. Do not rely on manufacturer's stated LOA as this may not include pulpits, pushpits, rudders etc.
 - c) All invoices are to be settled in full within 30 days of the date of the invoice. Failure to pay by the due date will result in the mooring being withdrawn, but your responsibility for the debt will continue until re-allocation of the berth has been agreed, when an additional one months charge for re-letting will be made to cover administration costs.
 - d) Contracts run from the original date to the 31st of March following and ongoing annually from the 1st of April to the 31st of March.
 - e) **Termination of Contracts may be made by either party, in writing by the 31st of December annually for the following year commencing the 1st of April.** If you wish to relinquish your mooring at any other time we will do our best to re-let your berth as soon as we can, however until such time as we are successful you will remain responsible for the mooring fees. Once we have re-let your berth we will then make a further charge equal to one month's mooring fee to cover our administration costs, ie, if in June you relinquish your berth and as from the 1st of July we are able to re-let it, you would receive a refund from the 1st of August to the 31st of March - 8/12^{ths} of the mooring fee paid.
 - 5) The vessel **must** be insured for the duration of the mooring contract. Insurance is to include at least 3rd party liability of £2,000,000 and recovery and removal of the vessel from the harbour in the event of the vessel sinking.
 - 6) **THE VESSEL MUST BE SECURED IN THE FOLLOWING MANNER**
 - a) The vessel should be secured using adequate ropes as follows: Two warps each bow and stern and two springs, one from bow and one from stern quarter.
 - b) **WARPS** Additional warps must be left accessibly on board for use in emergencies.
 - c) **COVERS** All covers are to be close fitting. Large spray hoods or similar open covers cause windage and place added strain on the warps and must be stowed when the vessel is on the mooring.
 - 7) Doubling-up is not permitted. Fendering will be the responsibility of the Skippers of vessels. When away from your berth, please leave a sign stating "**Name of Vessel and NO BERTHING**".
 - 8) The vessel must be named and the name clearly displayed on the hull of the vessel. Bone-fide tenders must be marked "T/T *name of parent vessel*".
 - 9) **IT IS MANDATORY TO APPOINT AN AGENT.** This can be a friend or a professional, but they must have agreed to be your agent. A list of professional agents is available from the Dart Harbour office. **AN AGENT IS A LOCALLY BASED PERSON** who can act on your behalf at such times that you are unavailable to tend your boat. You should visually check your boat daily, board and inspect your boat at least twice weekly, more often if bad weather is forecast. If you are unable to carry out these inspections you must arrange for your agent to carry them out for you.
 - 10) The Harbour Master reserves the right to substitute another berth for that allocated and to move the vessel to an alternative berth, should the necessity arise.
 - 11) Vessels open to the public, vessels operated for commercial purposes and vessels over 15 metres in length may be subject to special conditions.
- PERIODS OF ABSENCE** Owners of vessels leaving the port for periods in excess of 24 hours should inform the Dart Harbour Office and complete Coastguard Form CG66 obtainable from the Dart Harbour Office and Coastguard Offices.
- PREVENTION OF CRIME** The attention of boat owners is drawn to the pamphlets produced by the Police, copies of which are obtainable from the Dart Harbour Office and Police Station.
- LOSSES** All losses of equipment should be reported to the Police and the Dart Harbour Office
- HARBOUR BYELAWS** You are required to familiarise yourself with Dart Harbour Byelaws and to abide by them at all times. Copies available at the Dart Harbour Office at the current price.

Terms and Conditions may alter from time to time and those ruling are available for inspection at the Harbour Office