



South Hams
District Council

Improving the well-being of the people of the South Hams

South Hams District Council

Salcombe Harbour Authority

Moorings Policy

25 September 2007

1st Edition

1 of 27

Contents

- 1. Introduction**
- 2. Ownership of the Estuary Bed**
- 3. Consultation Process**
- 4. Categorisation of the Estuary**
- 5. Review of Policy**
- 6. Mooring Policy**
 - 6.1 Overall number of moorings**
 - 6.2 Qualification for Mooring Facilities**
 - 6.3 Waiting Lists**
 - 6.4 Provision of Moorings for Visitors**
 - 6.5 Deep Water Moorings**
 - 6.6 Foreshore Moorings**
 - 6.7 Pontoon Berths**
 - 6.8 Whitestrand Pontoon**
 - 6.9 Normandy Pontoon**
 - 6.10 Tender Storage**
 - 6.11 House Boat Moorings**
 - 6.12 Fishing Boat Moorings**
 - 6.13 Commercial Moorings**
 - 6.14 Laying up**
 - 6.15 Insurance**
 - 6.16 Disabled Access**
 - 6.17 Private Mooring Licence**

6.18 Crime Prevention Security

Appendices:

- 1. Foreshore Mooring Tackle Specification**
- 2. Mooring Licence**

1.0 Introduction

- 1.0.1 Salcombe Harbour, as a municipal port, is a strategic asset to the South Hams and of fundamental importance to the economic and cultural well being of the riparian towns and villages of the Estuary. Set in an Area of Outstanding Natural Beauty (ANOB) and Site of Special Scientific Interest (SSSI) Salcombe is a unique harbour with a world renowned reputation as a sailing destination. As the Statutory Harbour Authority, South Hams District Council has constituted the Salcombe Harbour Board, which operates as a committee of the full Council. The Harbour Authority discharges the roles and statutory duties which are placed on the Harbour by the Pier and Harbour (Salcombe) Confirmation Act 1954. The 1954 Act is based on the Harbours, Docks and Piers Clauses Act 1847 that gives the Harbour Master certain statutory powers concerning the management of the Harbour. Additionally, the Harbours Act 1964 provides for the operation to be self-financing with the Authority able to fix its own rates in order to pay for the work to be done.
- 1.0.2 The provision and management of moorings within the harbour has become one of Salcombe Harbour Authority's (SHA) core activities and responsibilities and accounts for around 62% of turnover. Allocation of moorings also represents one of the most frequent reasons for contact with our customers.
- 1.0.3 The purpose of this policy is to guide the management of SHA whenever it takes decisions on issues related to the provision or development of moorings within the harbour. This policy is not a legal document and SHA reserves the right to retain discretion over any decision but will give reasons for any decision taken that are not in accordance with the stated policy.
- 1.0.4 With every decision over moorings a number of factors will be considered. These are too numerous and varied to list; however the principal factors will always be:
- the requirements of navigation
 - conservation of the environment
- 1.0.5 In developing and enforcing the Moorings Policy the Board have consulted widely and followed their vision which is:

To retain and enhance the character of Salcombe and Kingsbridge Estuary whilst updating harbour facilities to meet the requirements and expectations of resident and visiting yachtsmen for the 21st century.

and the core principles of safety, stakeholder involvement, value for money, environmental stewardship, a catalyst for sustainable economic development and support to local employment.

1.0.6 This policy will apply to the whole of Salcombe Harbour and Kingsbridge Estuary (as defined by Section 11 of the Pier and Harbour Order (Salcombe) Confirmation Act 1954). This policy does not apply to the location and number of moorings or pontoons (including their allocation) on private foreshore i.e. those areas of the Harbour not leased to the Harbour Authority by the Duchy of Cornwall

2.0 Ownership of the Estuary Bed

2.0.1 The ownership of the seabed within the estuary, known as 'fundus', affects the powers of SHA. The fundus within the Estuary is owned by the Duchy of Cornwall of which the majority is leased to South Hams District Council, the Harbour Authority, for which an annual rent is paid. The lease allows SHA to lay moorings on this fundus and levy a charge for them. At the time of writing the lease with the Duchy is under renegotiation but this document assumes that agreement will be reached on a new lease and SHA will retain control of most of the fundus. The main areas not leased to SHDC include the upper reaches of Southpool Creek, the foreshore of East Portlemouth, the foreshore of Salcombe below the ferry landing to North Sands, Lincombe Bay and other discreet areas of foreshore throughout the Estuary.

2.0.2 It should be understood that the right to lay and use a mooring within the harbour depends upon two essential premises:

- The permission of the owner of the fundus where the mooring is placed.
- The written consent, in the form of an annual licence, of the Salcombe Harbour Authority. It should be noted that a licence to lay a mooring is entirely different from a lease and therefore it is not an assignable property right.

2.0.3 As land covered by water is governed by the laws of property in broadly the same way as land covered by air, the issue of fundus ownership is self-explanatory. The requirement for Harbour Authority consent is a separate issue, arising from the Pier and Harbour Order (Salcombe) Confirmation Act 1954 under which the Authority has power to lay and use moorings (on fundus in which it has an appropriate interest) and also to license others to do likewise. The Authority is not required to license its own moorings but anyone else laying a mooring anywhere within the harbour needs a licence.

3.0 Consultation Process

3.0.1 In total there were only seven responses to the Moorings Policy Consultation Document. Of these three were from individuals and the others were collective responses from the following organisations:

- Salcombe Town Council
- Kingsbridge Town Council
- Salcombe and Kingsbridge Estuary Association
- Kingsbridge Estuary Boat Club

3.0.2 The low number of responses to the consultation document reflects the fact that the majority of harbour users were content with the draft Policy, which was not radically different from the current policy. This was not surprising as the majority of harbour users already had a mooring and for those currently waiting, the t policy favoured the SHDC 100% Council Tax payer over all others. The questions posed in the consultation document were:

Q1. Does the moorings policy clearly explain the guidelines for mooring allocation within Salcombe Harbour?

Q2. Does the moorings policy cover the aspects of mooring allocation as it applies to your circumstances?

Q2. Are there any other aspects you would like to see detailed in the Moorings Policy?

3.0.3 The consultation feedback raised a number of points of detail, which were corrected. However, it was clear from the feedback that there was considerable discontent amongst the harbour users who fall into the 90% Council Tax category. The policy segregated the waiting list for harbour mooring facilities into an A and B list. The A list (100% Council Tax) take priority over the B list (90% Council Tax), which does not move whilst there are any names on the A list. The only benefit of being on the B list was that, should an individuals circumstances change and the start paying 100% Council Tax, they transfer to the A list with a seniority of when they joined the B list. Changes to the mooring policy have been introduced in an attempt to address this situation.

4.0 Categorisation of the Estuary

4.0.1 Below Ferry Crossing – seawards to harbour limits – a limited number of visitors moorings, a number of licensed moorings on private foreshore on both sides of the Estuary, seasonal moorings at South Sands and recognised anchorages off Small’s Cove and Sunny Cove.

4.0.2 Above Ferry Crossing – inwards to Fishpond Corner and Snapes Point – Victoria Quay pontoons, Whitestrand and Normandy landing facilities Foreshore moorings, commercial mooring, visitors moorings and fuelling Facility.

4.0.3 South Pool and Waterhead creeks and Gullet Point – Predominantly private moorings and boatyard commercial moorings. The Harbour

Authority have a number of deep water mooring at the entrance to South Pool.

- 4.0.4 Batson and Shadycombe creeks north of Fishpond Corner –** Foreshore mooring, Batson and Shadycombe Pontoons, commercial fish quay and slipway and craning facilities.
- 4.0.5 The Bag between Snapes and Halwell point –** The majority of the Harbour's deep water residents mooring, visitors' pontoon, foreshore moorings, houseboat moorings, Egremont (ICC) and Winters Pontoons and Boatyard.
- 4.0.6 Saltstone, Blanksmill Creek, Collapit Creek and Frogmore Creek west –** no moorings permitted in this area, recognised anchorage north of Halwell Wood and East of Heath Point.
- 4.0.7 Frogmore Creek East –** Foreshore moorings but no other facilities.
- 4.0.8 North of Charleton Point to High House Landing including Newbridge and Balcombe Creek –** Foreshore moorings, slipway and dinghy storage facilities.
- 4.0.9 North of High House Landing to New Quay pontoon, Kingsbridge –** Foreshore moorings.
- 4.0.10 North of New Quay pontoon to include Kingsbridge Creek –** Foreshore moorings, Kingsbridge pontoon and slipway and dinghy storage.

5.0 Review of Policy

- 5.0.1 The moorings policy will be formally reviewed every five years. However, urgent issues will be dealt with as they arise by the Harbour Board and should any changes be required, once ratified by Full Council, amendments will be published.

6.0 Mooring Policy

- 6.0.1 All Salcombe Harbour Authority mooring contracts and licences are issued annually to a named individual or company and are not transferable, except between spouses or civil partners.
- 6.0.2 Mooring Contract holders who are planning to be absent from their berth for a period of 24 hours (deep water moorings) or 7 days (foreshore moorings and pontoon berths) or more should inform the Harbour Master.
- 6.0.3 Moorings left unused for a period of two years will be reallocated.

- 6.0.4 The Harbour Master retains the right to move vessels to the most suitable mooring.
- 6.0.5 Vessels, which in the opinion of the Harbour Master are un-seaworthy, will be directed to be removed from the Harbour.

6.1 Overall number of moorings

6.1.1 A number of years ago the Harbour Board capped the numbers of moorings within the Estuary. This policy will be kept under constant review. It is acknowledged that Collapit Creek, Blanksmill Creek, Lower Frogmore Creek and Widegates are areas that should be kept free of moorings.

6.1.2 The Harbour Authority currently has the following mooring facilities:

Deep water swinging moorings	215
Deep water pontoon berths	60
Deep water visitor moorings	25
Deep water visitors' pontoon	25
Foreshore Moorings	630
Pontoon Berths	
Victoria Quay	76
Shadycombe	33 (of which 7 are business berths)
Batson	246
Kingsbridge	37
Dinghy Storage	
Whitestrاند	27
Batson	172
New Bridge	98
Kingsbridge	11

6.1.4 Many boatyards offer a “complete service” utilising Harbour Authority facilities but only two boatyards operate their own facilities within the Harbour, these are Winters, who have pontoon berths in the Bag and Yeoward and Dowie who have trot moorings in South Pool Creek.

6.2 Qualification Criteria and Allocation of Mooring Facilities

- 6.2.1 Council Taxpayers and persons recorded on the South Hams council tax register are given priority over others in the allocation of Harbour facilities.
- 6.2.2 A private individual requiring a berth for a domestic or leisure purpose (as opposed to a business purpose) shall not be allocated more than one deep water berth and one foreshore berth whilst there is a waiting list (except at the discretion of the Harbour Master a deep water berth may be exchanged for a foreshore berth). However, an additional berth for one tender used only between the shore and the parent craft may be allocated. In calculating the maximum number of berths

available to a private individual, the Harbour Authority will take into account any suitable berths belonging to, or within the control of that individual, which are situated outside the areas of the Harbour leased to the Harbour Authority by the Duchy of Cornwall.

- 6.2.3 Boats owned by a syndicate need to have one member of the syndicate who has qualified, by being a SHDC Council Tax payer and reaching the top of the waiting list, for a mooring. If the mooring licence holder leaves the syndicate, another member of the syndicate has to have qualified by being a SHDC Council Tax payer and reaching the top of the waiting list for a mooring allocation if the mooring licence is to be renewed
- 6.2.4 Private Mooring Licences or harbour Contracts will not be transferred to purchasers of boats and/or private mooring tackle from persons holding such licences or contracts. If such a berth is vacated by the holder of a licence (or contract) not acquiring a suitable replacement boat or suitable replacement mooring tackle, then that berth will be reallocated in accordance with the appropriate waiting list.
- 6.2.5 A Harbour mooring Contract and a Private Mooring Licence:
- a. is personal to the holder of such a contract or licence and transfer is not permitted.
 - b. cannot be transferred to another or sub-let.
 - c. cannot be lent to another person.
 - d. In relation to private individuals is for the named vessel specified by its type and length on the application form completed by the holder of such a contract or licence.
 - e. In relation to a business is for the maximum size of a vessel specified for that berth.
- 6.2.7 Where a mooring holder has held a mooring contract for many years and a member of the family, who is a Council Tax payee in their own right, is likely to wish to continue on the death or incapacity of the mooring contract holder they should join the appropriate waiting list to acquire a mooring in their own name. However, in the event of sudden death or very serious illness of a longstanding mooring holder where the immediate family wish to maintain their mooring contract, the Harbour Authority will consider the issue of a contract to a close family member for an agreed period to enable alternative arrangements to be made.

6.3 Waiting Lists

- 6.3.1 The Harbour Authority waiting lists are separated into the following categories:-

“A” Private individuals who pay 100% Council tax in South Hams District; and

“B” Private individuals who pay 90% of Council Tax in the District.

The concept of the “A” and “B” lists is to differentiate between Harbour customers who live permanently in the South Hams and others who, although they may be frequent visitors, do not live in South Hams all year around. The most practical way to differentiate is the % of Council Tax paid.

Category “B” applicants will transfer to the “A” if and when their circumstances change and they start paying 100% Council Tax in South Hams District. They will transfer with a qualification date of their original application. Moorings will be allocated to Category “A” in preference to Category “B”.

Category “B” applicants will be given priority for booking of visitor foreshore moorings. Bookings will be accepted from customers who are on the Category “B” waiting list for a finite period before bookings are accepted from the general public.

- 6.3.2 A registration fee at current rates, which is refundable on mooring allocation, must accompany applications for berths. No sub-letting is permitted and berths are restricted to South Hams Council Tax payers.
- 6.3.3 In addition to the waiting list, the Harbour Authority also maintains a waiting list for current facility holders who would like to move berth, mooring or change to a different facility.

6.4 Provision of Moorings for Visitors

- 6.4.1 Visitors’ moorings are a significant element of the Harbour Authorities service to yachtsmen from which a substantial percentage of the overall Harbour income is derived. For this reason the Harbour Authority provides a number of prime moorings, both pontoon berths and swinging moorings, in the most desirable locations close to Salcombe Town.
- 6.4.2 The water taxi and the provision of convenient and adequate visiting dinghy facilities on Normandy Pontoon complement the mooring facility for visitors.
- 6.4.3 Visiting vessels are charged in 1 metre bands.
- 6.4.4 Vessels anchoring will be charged Harbour Dues.
- 6.4.5 To encourage visiting yachts to visit the Salcombe and Kingsbridge Estuary the Harbour Board will offer a range of promotional offers and discounts, which will be authorised and reviewed annually.

6.5 Deep Water Moorings

- 6.5.1 Persons permanently renting Harbour Authority moorings and arranging cruises for periods in excess of 12 months and under 2 years may be permitted to retain their moorings on payment of a fee

equivalent to 50% of the full mooring rental, subject to the mooring holder signing an undertaking not to resume his use of the mooring until the expiry of the agreed period. If the mooring holder wishes to extend the absence beyond 2 years, this can be accommodated at the discretion of the Harbour Master and on payment of the full mooring fee. During the absence of the mooring holder the Harbour Authority reserves the right to let the mooring to visiting craft.

- 6.5.2 All deep-water moorings should be owned, maintained and controlled by the Harbour Authority, apart from those private licences held by long standing local fishing vessels.
- 6.5.3 Moorings in South Sands Bay shall be taken over by the Harbour Authority as and when they are given up.
- 6.5.4 The only exception to this policy for deep water moorings apply to the two longstanding arrangements with Winters Boat Yard and Yeoward & Dowie Boat Yard which provide a full marine service for Harbour users.
- 6.5.5 No moorings will be permitted on the east side of the channel between the East Portlemouth ferry pier and the Blackstone.
- 6.5.6 The western half of The Bag is identified as the site for high-density berthing with maximum of 60 pontoon berths.
- 6.5.7 Deep water swinging moorings will be charged for based on the length of the boat with a minimum charge for the facility.
- 6.5.8 Deep water pontoon berths will be charged for the facility allocated, which will be authorised to berth a vessel up to a maximum permitted size.
- 6.5.9 Multi Hulled vessels. Where moorings are shared, the standard mooring charge should be made, but where a multi-hulled vessel requires an individual mooring, a surcharge of 100% should be levied.

6.6 Foreshore Moorings

- 6.6.1 A mooring shall only be used to accommodate one boat unless previously agreed by the Harbour Master.
- 6.6.2 If a boat is sold, a period of 12 months is allowed for the owner to obtain a replacement craft. During this period sub-letting is not permitted.
- 6.6.3 Where a mooring is no longer required, it is passed to the Harbour Authority for allocation to the next person on the waiting list.
- 6.6.4 The Harbour Master is authorized to lift and impound any unauthorized mud mooring tackle.

- 6.6.5 Privately licensed moorings must confirm annually their compliance with the Harbour Authority's foreshore mooring tackle specifications detailed at Appendix 1.
- 6.6.6 Foreshore mooring facilities will be charged for based on the length of the boat with a minimum charge for the facility.
- 6.6.7 Mooring holders not using their mooring for a period of seven days or more are to inform the Harbour Authority as detailed in 6.0.2. These moorings, where practicable, will be made available to visitors on weekly contracts. In the event of a mooring being re-let by the Harbour Authority, the mooring contract holder will receive a rebate of their mooring fees. The level of rebate will be set and reviewed annually.

6.7 Foreshore Pontoon Berths

- 6.7.1 The pontoon berths are, with only a few remaining exceptions, all of a single category. The policy is to allocate berths for vessels up to 2 metres beam and 5.8 metres length overall. The board is currently considering a revision to this policy to accommodate boats with a slightly larger beam, but as this has infrastructure implications, will not be decided in the immediate future.
- 6.7.2 Pontoon berths will be allocated only to private vessels, owned by local council tax payers using their craft for their own purposes. They are not transferable.
- 6.7.3 A notice to quit for breach of contract will be given to any pontoon berth holders sub-letting their berths either on a long-term basis or on a weekly holiday letting.
- 6.7.4 Pontoon facilities are rated to take up to a maximum size of vessel. Customers will be charged for the facility they rent not the length of boat they berth on the facility. The Harbour Master retains the right to move vessels to the most suitable mooring for their size during annual re-allocation of facilities.
- 6.7.5 Mooring holders not using their pontoon berth for a period of seven days or more are to inform the Harbour Authority as detailed in 6.0.2. These pontoon berths, where practicable, will be made available to visitors on weekly contracts. In the event of a mooring being re-let by the Harbour Authority, the mooring contract holder will receive a rebate of their mooring fees. The level of rebate will be set and reviewed annually.

6.8 Whitestrand Pontoon

- 6.8.1 The Pontoon at Whitestrand is intended for small craft to pick up and set down their crew. However, a proportion has been assigned as a commercial berth for those operators in possession of a landing Licence for which payment has been made.

- 6.8.2 All licences will be reviewed annually by the SHA. In the event of non-compliance with the conditions of the licence, the licence may not be reviewed or it may be terminated by giving seven days' notice in writing.
- 6.8.3 To improve safety and the operation of berthing tenders at Whitestrand Pontoon the Harbour Board has and will continue to implemented a range of measures, including charging.

6.9 Normandy Pontoon

- 6.9.1 Normandy Pontoon is for the use of visiting yachtsmen. Visiting yachts may berth alongside for thirty minutes between 0700 and 1900. All berthing is prohibited between 1900 and 0700. Double berthing constricts the channel and is not allowed. The inside of Normandy Pontoon is reserved for visiting yachts' tenders, these tenders must be marked "T/T [name of parent vessel]". Resident boats wishing to use Normandy during quiet periods to take on water should call the Harbour Office on VHF#14 for permission to lie alongside.

6.10 Tender Storage

- 6.10.1 In Whitestrand Boat Park, storage spaces will be allocated to local council tax payers on a "one-person-one space" basis, depending on availability.

6.11 House Boat Moorings

- 6.11.1 The number of commercial houseboats will not exceed seven. Whilst there shall be no increase allowed in the number of houseboats in Salcombe Harbour, replacements will be permitted subject to the design of replacements being first approved by the Harbour Board¹.
- 6.11.2 Permanent residence on houseboats is prohibited.
- 6.11.3 The charge for houseboats shall be twice the basic harbour due and moorings charge for the size of an equivalent vessel.
- 6.11.4 Houseboat moorings not utilised for houseboats may be retained on payment of 50% of fees for a period of 2 years. After that period, at the discretion of the Harbour Master, the Houseboat Company can retain the unutilised moorings on payment of 100% of the annual fees. Alternatively unused moorings will revert to the Harbour Authority for re-allocation and the moorings will cease to be designated as houseboat moorings.

6.12 Fishing Boat Moorings

¹ The one remaining private houseboat mooring will revert to a normal harbour mooring when the current houseboat owner relinquishes the mooring.

- 6.12.1 The total number of fishing vessels on deep water moorings shall not exceed 25.
- 6.12.2 Fishing vessel moorings will be charged at the standard annual rate.
- 6.12.3 Three months' notice will be required for new fishing vessels, excluding replacement vessels, requiring harbour moorings.
- 6.12.4 The Harbour Authority will give priority to recognised local commercial fishing vessels, providing the vessel is being used for fishing as a full time business activity, subject to availability of a suitable mooring.
- 6.12.5 If stern frames are fitted, the expense of any necessary reorganisation of mooring pattern will have to be borne by the vessel's owner; and the Harbour Board will give no guarantee that an appropriate re-arrangement of the mooring pattern will be possible for individual cases and certain vessels might be required to relinquish their existing berths.
- 6.12.6 A number of Store box moorings will be provided in Castle Bay by the Harbour Authority.

6.13 Commercial Moorings

- 6.13.1 The maximum number of berthing facilities allocated to an individual business shall not exceed the reasonable needs of that business. The Harbour Authority, in determining the number of berths to be allocated to a business, shall balance the reasonable needs of that business against the reasonable needs of others waiting and wishing to obtain berths within the harbour and who may require berths in the future. The practice of businesses joining the waiting list and being automatically allocated a mooring when they reach the top of the list will cease and all businesses currently waiting will be removed and their deposits returned. Businesses requiring additional moorings will submit a written request with their justification for additional moorings to the Harbour Board by 30 November annually, for consideration during mooring allocations for the following season.
- 6.13.2 In assessing the reasonable needs of a marine business the Harbour Authority will consider all relevant factors. These may include but are not limited to:
- a. the number of moorings currently available to that business;
 - b. the number of persons employed by that business;
 - c. the number and type of new boats regularly built by that business;
 - d. the number and type of new boats sold by that business;

- e. the number of boats regularly repaired by that business including the type of repairs carried out;
- f. the size of boat building and/or repair yard and premises owned or within the control of that business, including the size of areas available for storage of boats;
- g. any quayside accommodation available to that business;
- h. the number of slipways available to that business;
- i. the number of boats regularly dealt with by that business on a brokerage basis;
- j. the number of boats (licensed as pleasure boats) belonging to that business which are regularly hired out as part of a hire boat business;
- k. the number of work boats belonging to that business which are regularly used in running that business;
- l. the size of any office or shop belonging to that business;
- m. the number of boats owned by customers of that business for which a bona fide “complete service” is provided, viz the care and control of a customer’s boat throughout the year (except for short temporary periods when a customer removes their boat to sail personally), ensuring a customer’s boat is safely moored, during the winter removing a customer’s boat from the harbour and arranging for winter storage, and carrying out all necessary repairs and maintenance to a customer’s boat. Any lesser service than this “complete service” will be disregarded by the Harbour Authority.
- n. The availability of moorings or pontoons to that business outside the areas of the Harbour leased to the Harbour Authority by the Duchy of Cornwall.

6.13.3 No single factor illustrated above shall outweigh the other factors. Any information supplied to the Harbour Authority under this paragraph will be treated as confidential.

6.13.4 In relation to a marine business not providing the majority of services detailed above, e.g. a sailing school etc; similar factors will be considered by the Harbour Authority in determining the number of berths for that business.

6.13.5 Where the whole or part of a business is sold:

- a. If the whole business is sold, including the business name and goodwill, then the Harbour Authority will transfer the moorings to the new owners so long as there is no change of usage of the moorings. If the moorings are held on licence, the moorings will become Harbour Authority owned and maintained facilities.
- b. Where a recognisable or significant quantity of business assets have been sold this shall be reported "in confidence" by the present holder of a Private Moorings Licence (or Harbour Moorings Contract) to the Harbour Authority. In addition, where a recognisable or significant quantity of business assets have been purchased from an existing holder of a Private Mooring Licence or Harbour Moorings Contract) in the expectation of such licences (or contracts) being surrendered by the present holder to the Harbour Authority and the Harbour Authority granting new licences (or contracts) to the purchaser of those business assets , or on expiry of the present holder's Private Moorings Licences (or Harbour Moorings Contracts), the Harbour Authority may in accordance with the policies contained herein adjust the number of licences (or contracts) allocated to the seller of those business assets, and may, in its discretion, grant an appropriate number of new licences (or contracts) to the buyer of those business assets.

6.13.6 Where, in the opinion of the Harbour Authority, a business no longer reasonably requires the renewal of the present number of berths allocated to it, then, on the expiry of those contracts or licences, and in accordance with the policies herein contained, the number of berths may be reduced or not renewed. This will follow a period of consultation between the business and the Harbour Authority.

6.13.7 Priority, above all other users, in the allocation of mooring facilities will be given to bona fide commercial fishing vessels which have a permanent base in Salcombe Harbour, but such priority may be reviewed as a result of a change in circumstances.

6.13.8 No sale or transfer of commercial moorings owned by boat yards is permitted.

6.13.9 That local boatyards, owning moorings let as a commercial concern and not used in immediate connection with the boat yard operation shall be advised that those moorings will be acquired by the Harbour Authority. The total number of moorings under a boat yard's aegis is restricted to one mooring per hire craft or working boat.

6.13.10 The Harbour Master is authorised to negotiate with local boat yards on the number of working foreshore moorings required by those concerned. On the normal expiry of any licence for a private foreshore mooring, the berth will be reallocated as a Harbour mooring complete with tackle, at the appropriate rentals, which apply from time to time.

6.13.11 Harbour facilities used for commercial purposes will be charged a 50% surcharge on the standard facility charge, this does not apply to fishing vessels.

6.14 Laying up

6.14.1 No vessel shall be permitted to lay-up on its moorings for more than 2 years.

6.14.2 The areas where lay up may take place, with the consent of the harbour master and land owner are:

Goodshelter Bay
South Pool, northern shore
Banksmill and Collapit Creeks
Bowcombe Creek above Newbridge
Tacketwood Creek
Lincombe Bay.

6.14.3 Vessels not in regular use and, in the professional opinion of the Harbour Master are un-seaworthy, will be directed to be removed from the harbour and the mooring will revert to the harbour Authority for re-allocation.

6.15 Insurance

6.15.1 All craft using the Estuary must be covered for third party liabilities. The current level of third party insurance required is £3,000,000. Failure to maintain this insurance cover will result in the withdrawal of mooring/launching facilities. A copy of the insurance documentation will be required to be held on file in the Harbour Office.

6.16 Disabled Access

6.16.1 There is a legal obligation on the Harbour Authority to provide disabled access to facilities wherever this is reasonably practical. The Harbour Authority has sought to meet these obligations for physically disabled access at:

Whitestrاند Pontoon Salcombe
Normandy Pontoon Salcombe
Batson Pontoon Salcombe
Kingsbridge Basin Pontoon, Kingsbridge

6.16.2 The Harbour Authority has had a number of requests to allocate pontoon berths to disabled. The Harbour Authority will make every effort to accommodate such requests.

6.17 Private Mooring Licences

6.17.1 Private Mooring Licences are not permitted to be transferred to another individual. When relinquished, private mooring licences will cease to exist and a Harbour Authority mooring will be established and allocated to the waiting list.

6.18 Crime Prevention Security

6.18.1 The Harbour Authority levy a security charge on all facility holders which finances a Crime Prevention Security Contractor to augment the presence and patrolling outside of the hours covered by the Harbour Staff.

6.18.2 Free mooring facilities will be granted, and harbour dues be waived for vessels operating on behalf of Devon and Cornwall Constabulary.

Appendix 1 to
Salcombe harbour Authority Moorings Policy
Dated May 2007

Foreshore Mooring Tackle Specification

FORESHORE MOORING AREAS	Max. length O/A 14 FT	Max length O/A 18ft	Max length O/A 22 ft	Max length O/A 28ft	Max length O/A 32 ft	Excess of 32 separately assessed
1. Ferry crossing – seawards at Salcombe	B	C	D or E	E or F	F	
2. Ferry crossing – inwards to Fishpond Corner – Snapes Point and Gullet Point	A or B	C	D	E	F	
3. South Pool and Waterhead creeks East of Gullet Point	A	B	D	E	F	
4. Batson and Shadycombe creeks north of Fishpond Corner	A	B	D	E	F	
5. East and West foreshores in “Bag” between Snapes point and Halwell Point	A or B	B or C	D	E	F	
6. Frogmore Creek East	A	B or C	D	E	F	
7. North of Charleton Point to High House Landing including Newbridge and Balcombe Creek	B	C	D or E	E or F	F	
8. North of High House Landing to New Quay pontoon, Kingsbridge	A	B or C	D	E	F	
9. North of New Quay Pontoon to include Kingsbridge Creek	A	B or C	D	E	F	

Where two specifications are quoted, then the heavier tackle specification should be used unless the boat is of light displacement for her length.

MOORING SPECIFICATION ‘A’

For use with a vessel up to a maximum length of 5.49 metres (18’) overall in a maximum expected depth of 4.5 metres (14’8”) in the areas set out in the mooring category plan.

- (i) 30 cms. (12”) diameter hand pick-up buoy with 13.64 kg. (30lb) buoyancy.
- (ii) 2 metres (6’6”) of non-floating rope.
- (iii) 3 metres (9’8”) of 10 mm (3/8”) chain.
- (iv) 1 x 10 mm (3/8”) swivel and shackles to fit.
- (v) 2 metres (6’6”) of 13 mm (1/2”) chain
- (vi) 1 x ¾ cwt block – suitably flat and re-inforced, fitted with a 13 mm (1/2”) connecting eye.
- (vii) All shackles to be seized with galvanised wire. The block to be dug in below surface mud

MOORING SPECIFICATION 'B'

For use with a vessel up to a maximum length of 5.49 metres (18') overall in a maximum expected depth of 4.5 metres (14'8") in the areas set out in the mooring category plan.

- (i) 30 cms. (12") diameter hand pick-up buoy with 13.64 kg. (30lb) buoyancy
- (ii) 2 metres (6'6") non-floating rope.
- (iii) 2 metres (6'6") of 10 mm (3/8") chain
- (iv) 1 x 13 mm (1/2") swivel and shackles to fit.
- (v) 4 metres (13'1") of 13 mm (1/2") chain
- (vi) 1 x 1 ¼" cwt block – suitably flat and re-inforced, fitted with a 13 mm (1/2") connecting eye.
- (vii) All shackles to be seized with galvanised wire. The block to be dug in below surface mud

MOORING SPECIFICATION 'C'

For use with a vessel up to a maximum length of 5.5 metres (18') overall in a maximum expected depth of 5.5 metres (18') in the areas set out in the mooring category plan.

- (i) 30 cm (12") diameter hand pick-up buoy with 13.64 kg (30lb) buoyancy
- (ii) 2 metres (6'6") of non-floating rope.
- (iii) 4 metres (13'1") of 10 mm (3/8") chain.
- (iv) 1 x 13 mm (1/2") swivel and shackles to fit
- (v) 4 metres (13'1") of 13 mm (1/2") chain.
- (vi) 1 x 1 ¼ cwt block – suitably flat and re-inforced, fitted with a 13 mm (1/2") connecting eye
- (vii) All shackles to be seized with galvanised wire. The block to be dug in below surface mud

MOORING SPECIFICATION 'D'

For use in a vessel up to a maximum length of 6.71 metres (22') overall in a maximum expected depth of 5.5 metres (18') in the areas set out in the mooring category plan.

- (i) 30 cm. (12") diameter hand pick-up buoy with 13.64 kg. (30lb) buoyancy.
- (ii) 3 metres (9'8") of 8 mm (¼ ") non-floating rope
- (iii) 2 metres (6'6") of 8 mm (3/8") chain.
- (iv) 1 x 13 mm (½ ") swivel and shackles to fit.
- (v) 4 metres (13'1") of 13 mm (½ ") chain
- (vi) 2 metres (6'6") of 16 mm (5/8") chain
- (vii) 1 x 1 ¾ cwt block – suitably flat and re-inforced, fitted with a 16 mm (5/8") connecting eye.
- (viii) All shackles to be seized with galvanised wire. The block to be dug in below surface mud

MOORING SPECIFICATION 'E'

For use with a vessel up to a maximum length of 8.53 metres (28') overall in a maximum expected depth of 5.5 metres (18') in the areas set out in the mooring category plan.

- (i) 1 x 120 cm (46") circumference mooring buoy
- (ii) Pick-up chain suitable to vessel concerned – minimum 10 mm (3/8")
- (iii) 1 x 16 mm (5/8") swivel and shackles to fit
- (iv) 6 metres (19'7") of 13 mm (½ ") chain
- (v) 2 metres (6'6") of 19 mm (¾ ") chain
- (vi) 1 x 2 ¼ cwt block – suitably flat and re-inforced, fitted with a 19 mm (¾ ") connecting eye.
- (vii) All shackles to be seized with galvanised wire. The block to be dug in below surface mud

MOORING SPECIFICATION 'F'

For use with a vessel up to a maximum length of 9.75 metres (32') overall in a maximum expected depth of 5.5 metres (18') in the areas set out in the mooring category plan.

- (i) 1 x 120 cm. (46") circumference mooring buoy
- (ii) Pick-up chain suitable for vessel concerned – minimum 10 mm (3/8")
- (iii) 1 x 16 mm (5/8") swivel and shackles to fit.
- (iv) 6 metres (19'7") of 13 mm (½ ") chain
- (v) 3 metres (9'8") of 19 mm (¾ ") chain
- (vi) 1 x 3 cwt block – suitably flat and re-inforced, fitted with a 19 mm (¾") connecting eye
- (vii) All shackles to be seized with galvanised wire. The block to be dug in below surface mud

MOORING SPECIFICATION KINGSBRIDGE QUAY

For use with a vessel up to a maximum length of 6.1 metres (20') overall in a maximum expected depth of 3.5 metres (11'5") in sheltered areas as set out in the mooring category plan.

- (i) 30 cms. (12") diameter hand pick-up buoy with 13.64 kg. (30lb) buoyancy. Properly marked with buoy reference number.
- (ii) 2 metres (6'6") of non-floating rope. (Only for floating buoy when vessel not in).
- (iii) 2 metres (6'6") of 10 mm (3/8") chain
- (iv) 2 metres (6'6") of 13 mm (1/2") chain
- (v) 1 x ¾ cwt block – suitably flat and re-inforced, fitted with a 13 mm (½") connecting eye
- (vi) All shackles to be seized with galvanised wire. The block to be dug in below surface mud

SOUTH HAMS DISTRICT COUNCIL

BERTHING VESSELS within Salcombe Harbour and Kingsbridge Estuary

TERMS AND CONDITIONS of a BERTHING CONTRACT
(for berthing a vessel against the Council's pontoon or mooring facility)

1. **Duration of Contract**

All mooring periods:-

- (a) run for the maximum duration of 12 months (in accordance with section 16 of the Schedule to the Pier and Harbour Order (Salcombe) Confirmation Act 1954)
- (b) commence on the 1st April and expire on the 31st March of the following year ("the expiry date") except that if before the expiry date:-
 - (i) the Council has sent to the Hirer a retention form and request for a registration fee; and
 - (ii) the Hirer has within the period specified by the Council returned the retention form, indicating that he wishes the contract to continue, and has paid the registration fee; and
 - (iii) the Council has subsequently sent to the Hirer an invoice demanding the contract fee (less the registration fee) for the year commencing immediately after the expiry date and
 - (iv) the balance of the contract fee demanded on the invoice is paid before the expiry date

then the berthing contract shall be deemed to run for a further 12 months period immediately following the expiry date.

2. Unless a berthing contract is renewed as mentioned in paragraph (b) above then it will expire on the expiry date of the 31st March.

3. **Entitlement of Berthing Contract**

Subject to the terms and conditions herein contained to berth against the Council's pontoon or other mooring facility or part thereof (hereinafter called "the mooring facility") in accordance with the Directions of the Harbour Master either:-

- (a) the vessel named on the printed berthing contract signed by the Harbour Master or the invoice demanding the contract fee or
- (b) (if no particular vessel is named on the said contract or said invoice) a vessel of the maximum length, beam, draught and type specified in the said contract or said invoice.

4. Forfeiture of Contract

Should the Hirer fail to comply with any of the terms and conditions herein contained then the Council may terminate this contract by sending written notice to the Hirer whereupon this contract will terminate 14 days from the date of such written notice. Should forfeiture occur then the whole of the contract fee shall be retained by the Council.

5. Determination of Contract by Hirer

The Hirer can determine this contract by giving 14 days notice in writing to the Council. However the contract fee already paid shall be retained by the Council.

6. Removal of vessel from Mooring Facility

On the expiration or earlier determination of this contract the Hirer shall remove the vessel previously entitled to be berthed against the mooring facility from the mooring facility.

7. Prohibition on Assignment/Sub-letting etc.

- (a) This berthing contract is personal to the hirer, and cannot be transferred or assigned by the hirer to any other person.
- (b) Subject to paragraph 7(c), the hirer must not sublet, subcontract, hire out, license or lend to any other person its right to use the mooring facility.
- (c) A hirer which is a marine business
 - (i) MAY use the mooring facility to berth a customer's vessel, in order to provide a "complete service" to that customer;
 - (ii) MUST NOT sublet, subcontract, hire out, license or lend its right to use the mooring facility to another marine business, for that business in turn to berth a customer's vessel.
- (d) In this paragraph 7, "complete service" means the care and control of a customer's vessel throughout the year (except short temporary periods when a customer removes his vessel to use it himself), ensuring a customer's vessel is safely moored, during the winter removing a customer's vessel from the Harbour and arranging for winter storage, and carrying out all necessary repairs and maintenance to a customer's vessel.

8. Own Risk and Indemnity

- (a) This contract only enables the Hirer to berth against the mooring facility the vessel described on the Council's berthing contract or invoice. The Council gives no guarantee as to the safety or security of any vessel (or its contents) berthed against the mooring facility.
- (b) The Hirer shall be responsible for all liabilities and claims arising from the presence within the Harbour and the Estuary of any berthing against the mooring facility by virtue of this contract and shall indemnify the Council against all such claims.

9. Insurance

- (a) The Hirer shall at all times have an effective third party insurance policy in a sum of at least £3,000,000 with a reputable insurance company to cover all claims arising in respect of any vessel to be berthed against the mooring facility.
- (b) If required the Hirer shall provide such third party insurance policy for inspection together with a current premium receipt.

10. Reckless Conduct and Disorderly Behaviour

- (a) The Hirer (including any person in control or in charge of any vessel using the mooring facility by virtue of this contract) shall not use the mooring facility in a reckless manner so as to cause danger to other users of the Harbour and Estuary or damage to their property
- (b) The Hirer (including any persons on board a vessel berthed against the mooring facility by virtue of this contract) shall not cause unreasonable noise, nuisance or annoyance to other users of the Harbour and Estuary.

11. Compliance with Byelaws and Directions of the Harbour Master

The Hirer (including all persons having control or having charge of or being aboard a vessel berthed against the mooring facility) shall observe and perform all statutory and other obligations relating to the Harbour and Estuary including all Byelaws and Regulations made by the Council and Directions given by the Harbour Master.

12. Payment of Harbour Dues

All monies owing to the Council as general dues for use of the Harbour under section 22 of the Schedule to the Pier and Harbour Order (Salcombe) Confirmation Act 1954 shall be paid promptly and in any event within four weeks of a written demand for payment.

13. Resiting of Berthing Facility

If so required by a notice in writing from the Harbour Master the Hirer shall on the expiration of 14 days from the date specified in such Notice cease using the mooring facility allocated initially by this contract and shall only use the mooring facility located elsewhere in the Harbour or Estuary as specified in the said Notice from the Harbour Master.

14. Recovery of Unpaid Licence Fee

Without prejudice to any other method of recovery of any unpaid contract fee by virtue of section 44 of the Harbours Docks and Piers Clauses Act 1847 the Council may distrain and sell any vessel entitled by this contract to be berthed against it.

15. Temporary absence of the Hirer's Vessel and use of mooring facility by other vessels

- (a) If the vessel entitled to be berthed is to be absent from the Harbour and Estuary (or from the mooring facility) for more than 24 hours then the Hirer (or person in charge of the vessel) shall notify the Harbour Master and shall also indicate how long such vessel is expected to be away from the Harbour and Estuary or away from the mooring facility.
- (b) While the mooring facility is not being used by the Hirer's vessel the Council reserve the right for the Council to permit other vessels to use the mooring facility.
- (c) Should the Hirer's vessel return to the mooring facility earlier than the period of absence notified to the Harbour Master then the Council undertakes (after being notified of such changed circumstances) that the Harbour Master will in his discretion either find the Hirer a temporary alternative mooring facility or remove any vessel preventing the Hirer from using the mooring facility.

16. Absence of Hirer's Vessel for a period of at least one year but no longer than 2 years

If a Hirer's vessel is to be absent from the Harbour or the mooring facility for at least 12 months but no longer than 24 months then special arrangements can be made with the Harbour Master. In such circumstances application should be made to the Harbour Office for further information.

17. Force Majeur

Should any loss or damage be caused to the mooring facility for any reason whatsoever (other than the negligence of the Council) then the Council shall not be liable to the Hirer for any consequential loss or

damage (including death and personal injury) arising from the same nor for unreasonable delays caused by matters outside the Council's control in repairing or reinstating the mooring facility.

18. Repairing Vessels

No substantial or major work of repair or maintenance to a vessel berthed against the mooring facility shall take place without the prior consent of the Harbour Master.

19. Service of Notices

Any notice which is required to be given to the Harbour Master or to the Hirer may be given by leaving it or sending it in a prepaid letter in the case of the Harbour Master addressed to his office at Salcombe or in the case of the Hirer addressed to him at his last known place of abode or business.

20. Documentary Evidence of Contract

A berthing contract incorporating all the terms and conditions herein contained shall be deemed to exist:-

- (a) on payment of the appropriate berthing contract fee together with the issue of a printed berthing contract signed by the Harbour Master or
- (b) on payment by the Hirer (before the expiry date referred to in paragraph 1(b) above) of an invoice issued by the Council in respect of a berthing contract.

21. Definitions

- (a) "the mooring facility" is defined in paragraph 3 above.
- (b) "the expiry date" of this contract is described in paragraph 1(b) above.