



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

South Hams District Council

**Salcombe Harbour Authority**

# Consultation on Salcombe Harbour Moorings Policy

## Introduction

The Moorings Policy was last reviewed in 2007. As part of the Five-Year Plan 2012-2017 the Harbour Board has undertaken to review the Moorings Policy this year.

There has already been consultation on this draft policy with the Harbour Community Forums; it is now time for the Public Consultation.

**The draft Moorings Policy is set out below and the Harbour Board would welcome your views on the document. Two questions have been formulated to help gauge the public's response; however any suggestions you might have to clarify the Moorings Policy would be welcome.**

***Q1. Do you support the continuation of the existing policy or prioritising the allocation of Harbour Moorings to residents of the South Hams?***

***Q2. Are there any areas of the draft Moorings Policy that require any further clarification?***

Please send any comments you may have on this consultation paper to:

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by Friday 21 September 2012



**South Hams  
District Council**

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# Moorings Policy

July 2012

**Contents**

1. Introduction
2. Ownership of the Estuary Bed
3. Consultation Process
4. Categorisation of the Estuary
5. Review of Policy
6. Mooring Policy
  - 6.0 General Principles
  - 6.1 Overall number of moorings
  - 6.2 Waiting Lists
  - 6.3 Qualification criteria for the allocation of Mooring Facilities
  - 6.4 Annual Mooring Facility Allocation Process
  - 6.5 Provision of Moorings for Visitors
  - 6.6 Deep Water Moorings
  - 6.7 Foreshore Moorings
  - 6.8 Pontoon Berths
  - 6.9 Salcombe Town Landings – Whitestrand & Normandy
  - 6.10 Normandy Pontoon
  - 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 Mooring Licence
  - 6.18 Private Foreshore Mooring Licences

## 6.19 Crime Prevention Security

### Appendices:

1. Foreshore Mooring Tackle Specification
2. Terms and Conditions of a Mooring Licence
3. Terms and Conditions of a Mooring Licence (for laying private mooring tackle or pontoons on the Council's fundus or foreshore).

## 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 finance safe port operations.
- 1.0.2 The provision and management of mooring facilities within the harbour is one of Salcombe Harbour Authority's (SHA) core activities.
- 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 mooring facilities 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 is not in accordance with the stated policy.
- 1.0.4 With every decision over mooring facilities a number of factors will be considered. These are too numerous and varied to list; however the principal factors will always be:
- safety
  - 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 visitors for the 21st century.*
- and the core principles of safety, stakeholder involvement, value for money, environmental stewardship 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 majority of 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. The current lease with the Duchy runs until 24 March 2028. The areas not leased to SHDC include the RNLI's lifeboat berth, the upper reaches of Waterhead and Southpool Creeks, 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 Under the terms of the Harbour Authority Lease from the Duchy of Cornwall licences to customers for harbour facilities may be for no more than one year.

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

- The permission of the owner of the fundus where the mooring facility 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 facility is entirely different from a lease and therefore it is not an assignable property right.

2.0.4 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 The 2012 review of the Moorings Policy will include two rounds of consultation. The first was with the Harbour Community Forums:

- Salcombe and Kingsbridge Estuary Association
- Kingsbridge Estuary Boat Club
- Salcombe Kingsbridge Estuary Conservation Forum
- The South Devon Shell Fishermen
- The Kingsbridge and Salcombe Marine Business Forum

The second round of consultation will be with the general public. The aim is to have the document complete and accepted by Full Council by September 2012.

#### **4.0 Categorisation of the Estuary**

- 4.0.1 Below Ferry Crossing – seawards to harbour limits** – a limited number of visitors mooring facilities, a number of licensed moorings particularly on private foreshore on both sides of the Estuary, seasonal moorings at South Sands, recognised anchorages off Small's and Sunny Cove and store box moorings in Castle Bay.
- 4.0.2 Above Ferry Crossing – inwards to Fishpond Corner and Snapes Point** – Victoria Quay Pontoons, Whitestrand and Normandy landing facilities Foreshore moorings, commercial moorings, crab store box moorings, 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 has a number of deep water mooring at the entrance to South Pool and a public landing pontoon at the head of South Pool Creek.
- 4.0.4 Batson and Shadycombe creeks north of Fishpond Corner** – Foreshore mooring, Batson and Shadycombe Pontoons, commercial fish quay, 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, Dentrige Commercial Pontoons, Egremont (ICC) and Winters Pontoons and Boatyard.
- 4.0.6 Saltstone, Blanksmill Creek, Collapit Creek and Frogmore Creek west** – no moorings in this area, recognised anchorage north of Halwell Wood and East of Heath Point.
- 4.0.7 Frogmore Creek East** – Foreshore moorings and public landing pontoon.
- 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, Public landing/visitors' pontoon, 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 – General Principles**

6.0.1 The Harbour Authority's Policy is to give priority in the allocation of mooring facilities to customers who live in the South Hams.

6.0.2 All Salcombe Harbour Authority mooring licences are issued annually to a named individual or company and are not transferable, except between spouses and or civil partners.

6.0.3 Mooring licence 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.

6.0.4 Mooring facilities left unused for a period of two years will be reallocated.

6.0.5 The Harbour Master retains the right to move vessels to the most suitable mooring. The Harbour Authority retains absolute control of berth allocation. Accordingly the licensee shall not be entitled to the exclusive use of any particular berth but shall use such berths as is from time to time allocated by the Harbour Authority.

6.0.6 Vessels, which in the opinion of the Harbour Master are un-seaworthy, will be directed to be removed from the Harbour.

6.0.7 Where a mooring facility is no longer required, it is passed to the Harbour Authority for allocation to the next person on the waiting list.

6.0.8 Mooring Facility Allocations will take place annually, normally in January and February, for the following financial year.

6.0.9 A mooring facility shall only be used to accommodate one boat unless previously agreed by the Harbour Master.

6.0.10 A notice to quit for breach of Licence will be given to any facility holder sub-letting their berths either on a long-term or temporary basis.

- 6.0.11 Installation of Raft Pontoons. Raft pontoons are prohibited on any swinging mooring without the written permission of the Harbour Master (SH15/10).
- 6.0.12 The cumulative effects of a proliferation of walk-ashore jetties or pontoons would represent a loss of foreshore within the Site of Special Scientific Interest (SSSI) and be detrimental to the appearance of the estuary within the Area of Outstanding natural Beauty (AONB). Even when located on private fundus, moored pontoons require a Mooring Licence which will not normally be granted if the pontoon is for private use. Applications for commercial pontoons and pontoons providing public access to the estuary will be assessed on their individual merits and environmental impact. However when and if the commercial activity (and/or the public access) cease the mooring licence will be withdrawn and the pontoon should be removed. In no cases will its use as a private mooring be permitted (SH 5/10).
- 6.0.13 The Harbour Master is authorised to approve discounted mooring rates for registered charities.
- 6.0.14 Boats owned by a syndicate need to have one member of the syndicate who has qualified, by living in the South Hams (see 6.2.1) and reaching the top of the waiting list, for a mooring facility. If the mooring licence holder leaves the syndicate, another member of the syndicate has to have qualified by living in the South Hams and reaching the top of the waiting list for a mooring facility allocation if the mooring licence is to be renewed.
- 6.0.15 Mooring Licences will not be transferred to purchasers of boats and/or mooring tackle from persons holding such licences. If such a berth is vacated by the holder of a licence not acquiring a suitable replacement boat or suitable replacement mooring tackle, then that berth will be reallocated in accordance with the appropriate waiting list.
- 6.0.16 A Harbour mooring Licence:
- a. is personal to the holder of such a 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 licence.
  - e. In relation to a business is for the maximum size of a vessel specified for that berth.
- 6.0.17 Mooring Licence
- a. Mooring Licence was the term used for individuals to lay and maintain their own tackle on the harbour leased fundus. These will now be termed Mooring Licence (for the laying of private tackle).

- b. Mooring Licences (for the laying of private tackle) are not permitted to be transferred to another individual. When relinquished, mooring licences, with the exception of licences for running moorings, will cease to exist and a Harbour Authority mooring will be established and allocated to the waiting list.

6.0.18 Where a mooring facility holder has held a mooring Licence for many years and a member of the family, who is a Council Tax payer in their own right, is likely to wish to continue on the death or incapacity of the mooring Licence holder they should join the appropriate waiting list to acquire a mooring facility in their own name. However, in the event of sudden death or very serious illness of a longstanding mooring facility holder where the immediate family wish to maintain their mooring Licence, the Harbour Authority will consider the issue of a Licence to a close family member for an agreed period to enable alternative arrangements to be made.

6.0.19 In the event of a dispute over the allocation of a mooring facility, an ad hoc sub-committee to consist of any three members of the Harbour Board will convene to resolve or determine any single (individual) case dispute in respect of berthing or mooring licences. Any such determination will be final and binding upon the parties (SH 26/10).

6.0.20 Length Overall (LOA) means the overall length of the space occupied by the boat including any fore and aft projections, temporary or permanent including pushpits, bowsprits, bumpkins, davits, tilted outboards, rudders etc.

6.0.21 It is a requirement for all owners to appoint an agent. This can be a friend or a professional boatyard, but they must have agreed to be the agent. An agent is a locally based person who can act on the owners' behalf at such times that the owner is unavailable.

## **6.1 Overall number of moorings**

6.1.1 A number of years ago the Harbour Board capped the numbers of mooring facilities within the Estuary. This policy will be kept under constant review but is unlikely to change except in exceptional circumstances. It is acknowledged that Collapit Creek, Blanksmill Creek, Lower Frogmore Creek and Widegates are areas that will normally 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
Dentridge Commercial pontoons	16
Foreshore Moorings	630
Pontoon Berths	

Victoria Quay	77
Shadycombe	64
Batson	254
Kingsbridge	49

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 Lincombe Bay and Yeowards who have moorings at Yalton, South Pool Creek.

## **6.2 Waiting Lists**

6.2.1 The Harbour Authority maintains a waiting list for all of its mooring facilities.

6.2.2 A registration fee at current rates, which is refundable on mooring facility allocation, will be required for all mooring facility applications.

6.2.3 Once on the waiting list, applicants will be given priority for booking of visitor foreshore mooring facility. Bookings will be accepted for customers who are on the waiting list for a foreshore facility for finite period before bookings are accepted from the general public.

6.2.4 Should there be no applicants on a particular waiting lists, the mooring facility may be offered to a non resident. Mooring facilities which are allocated to non residents in these circumstances will be reviewed annually and, should a Resident be waiting for that facility, after a two year period of grace the mooring facility will not be renewed for the non-resident.

6.2.5 In addition to the waiting list for initial allocation, the Harbour Authority also maintains a waiting list for current facility holders who would like to move berth, mooring facility or change to a different facility.

6.2.5 Waiting list members should inform the harbour office when their residential status changes. In particular, should they become locally resident, the Harbour Authority cannot guarantee to recognise this in the allocation process unless they have been so informed by 1Jan in the year of allocation, and thus the applicants’ new allocation may be delayed.

## **6.3 Qualification Criteria for the Allocation of Mooring Facilities**

6.3.1 The Harbour Board’s policy is to give priority for the allocation of mooring facilities to:

a. Locally resident South Hams Council Tax payers.

Then,

b. South Hams Council Tax payers, but not locally resident.

Then,

c. Other applicants.

- 6.3.2 Customers who move away from the South Hams will normally be given two years to make alternative mooring arrangements before the mooring facility licence is not renewed.
- 6.3.3 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, one foreshore pontoon 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.
- 6.3.4 Mooring facilities that were allocated prior to the requirement to be a resident of the South Hams (SH26/10).
- a. The requirement to be a resident of the South Hams for a mooring facility to be allocated has been a longstanding policy of the Harbour Authority. Records prior to the mid 1980s have been lost therefore the requirement to be a resident of the South Hams is taken as having been introduced on 23 January 1985, when the policy was re-confirmed.
  - b. Mooring facility holders who are not resident but who claim to have been allocated a mooring facility prior to the requirement to be a resident may apply to have their request to maintain annual renewal of their licence reviewed by the Board.
  - c. If the Board (or sub-committee of the Board convened for that purpose) is satisfied both that the applicant was allocated a mooring facility prior to the requirement to be a resident of the South Hams and that all other requirements of the licence are met, their mooring facility will be renewed annually until 24 March 2028<sup>1</sup>, or until they have found a suitable alternative mooring facility.

## **6.4 Annual Mooring Facility Allocation Process**

- 6.4.1 Under the terms of the Harbour Authority Lease from the Duchy of Cornwall, licences to customers for harbour facilities can only be for one year. Consequently all mooring facilities are re-allocated annually.
- 6.4.2 Providing customers continue to fulfil the mooring facility allocation criteria, mooring re-allocation will be straightforward. Where mooring holders no longer meet these criteria, the facility will be re-allocated.
- 6.4.2.1 The Harbour Authority retains the right to request mooring licence holders to prove their residency of the South Hams by production of valid Council Tax in the facility holder's name.

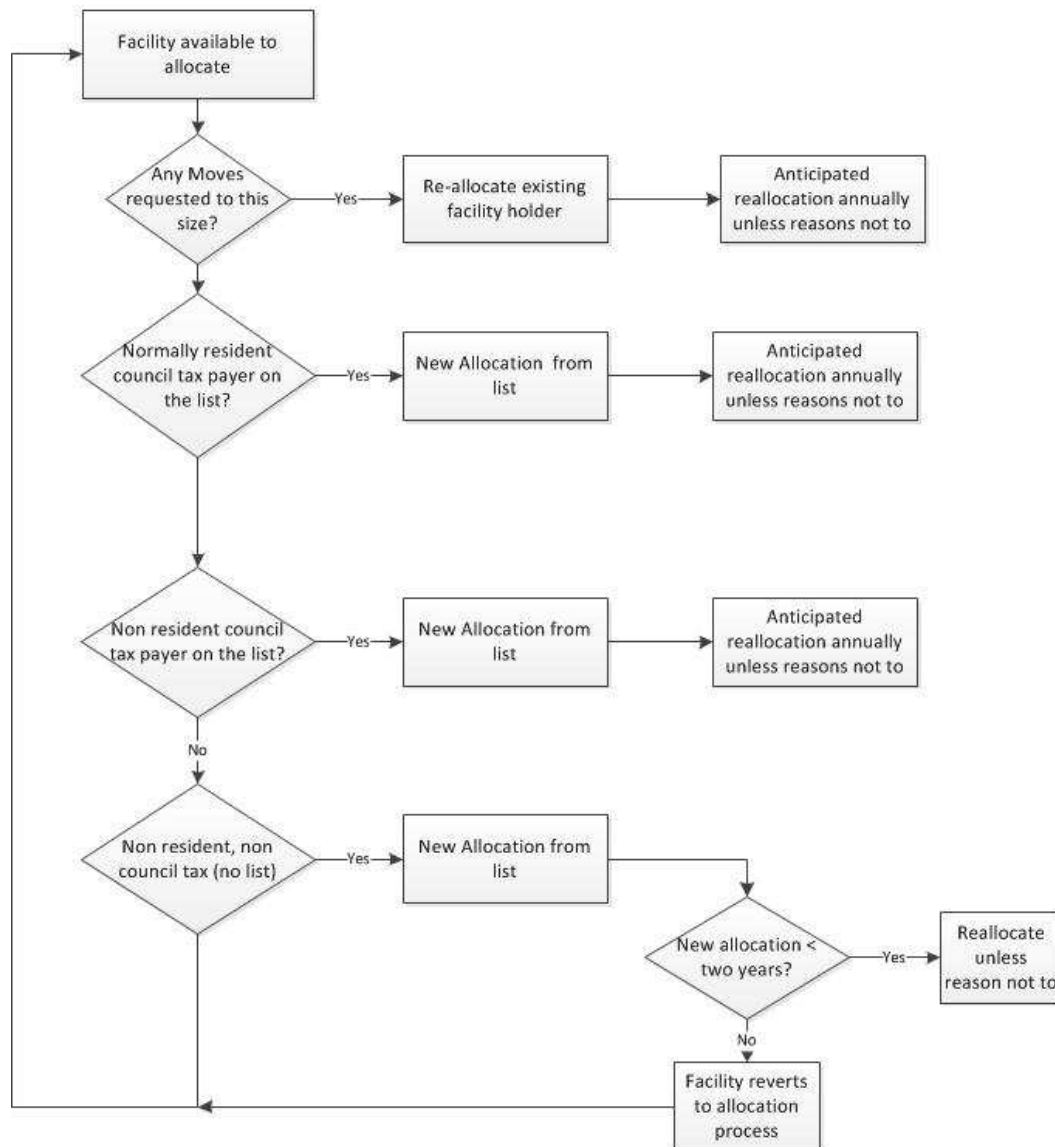
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<sup>1</sup> Expiry date of the current lease from the Duchy of Cornwall.

- 6.4.2.2 Customers whose main address, to which correspondence is routinely posted, is outside the South Hams will be required to produce a valid SHDC Council Tax Bill in the name of the facility holder annually to renew a mooring licence.
- 6.4.3 The annual mooring facility allocation process will normally commence in October for the following year with the distribution of “retention” letters to current mooring facility holders.
- 6.4.4 Once the retention letters are returned, normally by the penultimate working Monday in December, the reallocation process will begin for customers who continue to satisfy the allocation criteria.
- 6.4.5 Persons renting Harbour Authority mooring facilities and arranging cruises for periods in excess of 12 months and under 2 years may be permitted to retain their mooring facility on payment of a fee equivalent to 50% of the full mooring facility charge, subject to the mooring facility holder signing an undertaking not to resume the use of the mooring facility until the expiry of the agreed period. If the mooring facility 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 facility fee. During the absence of the mooring facility holder the Harbour Authority reserves the right to let the mooring facility to visiting craft. Should this option be required it must be made known to the Harbour Office by December.
- 6.4.6 The first round of allocations is to the waiting list of current customers who have requested a mooring facility move.
- 6.4.7 The second round of allocations will be to customers from the waiting list whose primary residence is in the South Hams. At this stage the residency criteria will be checked. Before allocation, applicants will be required to present a copy of their Council Tax for their primary residence within the South Hams, ie not a second home. The harbour office will then check with SHDC Revenues and Benefits Department that the Council Tax Bill is for the applicant’s primary residence.
- 6.4.8 The third round of allocations, if there are still facilities available for allocation, will be to customers from the waiting list whose primary residence is not within the South Hams.
- 6.4.9 In the event that there is no demand from the waiting list for a particular facility, the mooring facility may be offered to a non-resident of the South Hams. The terms of 6.2.4 will apply.
- 6.4.10 The entire mooring facility allocation process should be complete by mid March.

6.4.11 Customers who indicate their desire to retain a facility and pay a retention fee will be contracted to pay for the facility. If they change their mind and the mooring facility is returned to the harbour before 1 March, the contract will be cancelled and the deposit lost. If the mooring facility is returned to the harbour after 1 March the contract will stand unless the facility can be re-let, when a pro rata refund will be made. Mooring facilities which are not required and become available after 1 March will be offered to the waiting list. If offers to the top quarter of the waiting list are not accepted, the facility will be used for visitors for that season, so keeping the facility available to the waiting list for the following season. The deposit payable for the retention of a Harbour facility will be set by the Harbour Board and reviewed annually.

## SHB Facility Allocation Policy Flowchart



- **Initial Allocation** refers to the initial allocation of a facility in a class where a facility was not allocated to this customer in the previous year.
- **Re-allocation** refers to the annual allocation of facilities to customers who have been allocated a facility in this facility class in the previous year.
- **Facility Class**, for example deep water mooring is used since existing customers can move from one particular facility to another within a class without affecting new allocation wait lists. Initial allocations will be made considering suitability of facility within a class.
- Locally resident based on definition and declaration of normally resident. If this changes, facility is reallocated unless the customer ceases to be an SHDC Council tax payer, in which case there is a 2 years notice.
- Facility can be allocated to non SHDC Council Tax payers, but are in effect immediately on two years notice, so will normally be reallocated for a second year, then the facility reverts to the New Allocations process.

Version 2, 14/06/12



## **6.5 Provision of Moorings for Visitors**

- 6.5.1 Visitors' moorings are a significant element of the Harbour Authority's service to yachtsmen. The Harbour Authority provides a number of mooring facilities, both pontoon berths and swinging moorings, for the use of visitors.
- 6.5.2 The water taxi and the provision of convenient and adequate visiting dinghy facilities on Normandy Pontoon complement the mooring facility for the crews of visiting yachts.
- 6.5.3 Visiting vessels are charged in 1 metre bands.
- 6.5.4 Vessels anchoring will be charged Harbour Dues.
- 6.5.5 To encourage visiting yachts to visit the Salcombe and Kingsbridge Estuary the Harbour Board offer a range of promotional offers and discounts, which will be authorised and reviewed annually.
- 6.5.6 Multi-hulled vessels. Where moorings are shared, the standard mooring charge will be made, but where a multi-hulled vessel requires an individual mooring, a surcharge of 100% may be levied.

## **6.6 Deep Water Moorings**

- 6.6.1 All deep-water mooring facilities will be owned, maintained and controlled by the Harbour Authority.
- 6.6.2 The only exceptions to this policy for deep water mooring facilities applies to the longstanding arrangements with Winters and Yeowards Boat Yard.
- 6.6.3 The western half of The Bag is identified as the site for high-density berthing.
- 6.6.4 Deep water swinging moorings will be charged according to the length of the boat, with a minimum charge for the facility.
- 6.6.5 Deep water pontoon berths will be charged according to the maximum length for which the facility is designed.

## **6.7 Foreshore Moorings**

- 6.7.1 The Harbour Master is authorised to lift and impound any unauthorised mud mooring tackle.
- 6.7.2 Licensees of moorings which are not maintained by the Harbour Authority must confirm annually their compliance with the Harbour Authority's foreshore mooring tackle specifications detailed at Appendix 1.

- 6.7.3 Foreshore mooring facilities will be charged according to the length of the boat using the facility.
- 6.7.4 Foreshore mooring facility holders not using their mooring facility for a period of seven days or more are to inform the Harbour Authority. These mooring facilities, where practicable, will be made available to visitors on weekly contracts. In the event of a mooring facility being re-let by the Harbour Authority, the mooring Licence holder will receive a rebate of their mooring fees. The level of rebate will be set and reviewed annually.

## **6.8 Foreshore Pontoon Berths**

- 6.8.1 The Harbour Authority pontoon berths are generally for vessels up to 2 metres beam and 5.5 metres length overall. There are a small number of larger berths for vessels up to 2.3m beam.
- 6.8.2 Pontoon berths at Batson, Victoria Quay and Kingsbridge will be allocated to private vessels only. Priority on Shadycombe Pontoon is given to business berths. Private berths given up on Shadycombe will normally transfer to business usage on re-allocation.
- 6.8.3 Pontoon facilities are rated for a maximum size of vessel. Customers will be charged according to this maximum size rather than the length of boat they berth on the facility.
- 6.8.4 Mooring facility holders not using their pontoon berth for a period of seven days or more are to inform the Harbour Authority as detailed in 6.7.4. These pontoon berths, where practicable, will be made available to visitors on weekly contracts. In the event of a mooring facility being re-let by the Harbour Authority, the mooring Licence holder will receive a rebate of their mooring fees. The level of rebate will be set and reviewed annually.

## **6.9 Salcombe Town Landings – Whitestrand and Normandy Pontoons**

- 6.9.1 Following the redevelopment and improvements to the Salcombe Town Landings in 2011, the function of Whitestrand and Normandy Pontoons has changed.
- 6.9.2 From October to March Whitestrand Pontoon will be the Salcombe Town Landing. Between April and September Whitestrand Pontoon will be the commercial landing for all commercial vessels that have paid for a Whitestrand landing licence. Between 1900 and 0800 daily there will be two visitors' berths for vessels up to 12m. These berths can be booked in advance through the Harbour Office and will be charged at the normal visitor rates for the full 12m berth.
- 6.9.3 Whitestrand will, for the time being, continue to provide tender berthing for craft up to 4.25m. This service will be charged for in July and

August when a courtesy launch and remote overflow parking facilities will be provided.

6.9.4 From October to March Normandy Pontoon will provide berthing for visiting yachts for up to 30 minutes. Between April and September Normandy Pontoon will be extended and provide two distinct functions. The Northern section will be the Town landing for picking up and setting down only, no unattended berthing. On the back of the Northern section Town Landing there will be berthing for craft of up to 5.5m for 2 hours in any 24 hour period. The southern section of the Normandy Pontoon will provide temporary berthing for visiting yachts for up to 30 minutes and tender berthing for visiting yachts.

## **6.10 Normandy Pontoon**

6.10.1 Overnight berthing is generally not allowed on Normandy Pontoon. The southern end of Normandy Pontoon will be kept available overnight for the RNLi to berth casualty vessels. In exceptional circumstances the Harbour Master's permission may be given for longer berthing on Normandy Pontoon. Generally visiting yachts are limited to 30 minutes.

6.10.1 Double berthing on Normandy Pontoon is prohibited as it constrains the channel.

## **6.11 House Boat Moorings**

6.11.1 The number of commercial houseboats will not exceed three. 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 Board.

6.11.2 Permanent residence on houseboats is prohibited.

6.11.3 The charge for houseboats shall be twice the basic harbour dues and moorings charge for the size of an equivalent vessel.

## **6.12 Fishing Boat Moorings**

6.12.1 The total number of fishing vessels on deep water mooring facilities shall not exceed 25.

6.12.2 Fishing vessel mooring facilities will be charged at the standard annual rate.

6.12.3 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 facility. Six months' notice will be required for new fishing vessels, excluding replacement vessels, requiring a harbour mooring facility.

6.12.4 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.

6.12.5 The Harbour Authority will make a number of Store box mooring facilities available in Castle Bay and Ditch End for allocation to Fishermen and Fish Merchants.

### **6.13 Commercial Moorings**

6.13.1 Businesses requiring additional mooring facilities, and new businesses requiring facilities to support that business, will submit a written request with their justification for additional mooring facilities to the Harbour Board by 30 November annually for consideration during mooring facility 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 mooring facilities available for allocation and the overall % of mooring facilities allocated to commercial activity;
- b. the number of mooring facilities currently available to that business;
- c. the number of boats (licensed as pleasure boats) belonging to that business which are regularly hired out as part of a hire boat business;
- d. 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.
- e. The service the business is proposing to offer.

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 commercially 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 mooring facilities to the new owners so long as there is no change of usage of the mooring facilities. If the mooring facilities are held on licence (private mooring tackle), 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 Moorings Licence (or Harbour Moorings Licence) to the Harbour Authority. In addition, where a recognisable or significant quantity of business assets have been purchased from an existing holder of a Mooring Licence or Harbour Moorings Licence) in the expectation of such licences being surrendered by the present holder to the Harbour Authority and the Harbour Authority granting new licences to the purchaser of those business assets, or on expiry of the present holder's Moorings Licences, the Harbour Authority may in accordance with the policies contained herein adjust the number of licences allocated to the seller of those business assets, and may, at its discretion, grant an appropriate number of new licences 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 licences, 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 Harbour facilities used by businesses for commercial sub-letting purposes will be charged a 50% surcharge on the standard facility charge.

## **6.14 Laying up**

6.14.1 No vessel shall be permitted to lay-up on its mooring facility for more than two years.

6.14.1 Laying up on the foreshore is not permitted without the written permission of the Harbour Master.

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 facility will revert to the Harbour Authority for re-allocation.

## **6.15 Insurance**

- 6.15.1 All craft using the Harbour must be covered for third party liabilities. The level of third party liability will be reviewed annually by the Harbour Board and will invariably follow the current industry standard amount. Failure to maintain insurance cover will result in the withdrawal of mooring/launching facilities.
- 6.15.2 Customer invoices state that in paying the invoice they are “confirming that they have and will maintain third party liability insurance”.
- 6.15.3 The licensee shall, if requested, be obliged to produce evidence to Salcombe Harbour Authority of all such insurance within 2 days of being requested to do so. If the insurances have lapsed or been withdrawn or avoided, the Harbour Authority have the right to remove the boat from the berth and either to place it ashore on hard standing or to place it on a mooring or staging or other facility in the harbour or elsewhere. The costs of any such removal will be charged to the owner at normal commercial rates.

## **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:

Whitestrand Pontoon Salcombe  
Normandy Pontoon Salcombe  
Batson Pontoon Salcombe  
Kingsbridge Basin Pontoon, Kingsbridge

- 6.16.2 The Harbour Authority has no dedicated berthing arrangements for sailors with disabilities, however if a customer has a specific need or requirement the Harbour Authority will endeavour to make arrangements to meet the requirement.

## **6.17 Private Foreshore Mooring Licences**

- 6.17.1 Private Foreshore Mooring Licences are private mooring facilities established on foreshore which is privately owned within the statutory harbour limits. Prior to the granting of a Private Foreshore Mooring Licence, for which there is no charge, the Harbour Authority will consider the implications of the mooring facility on safe navigation and the pre-existence of any Harbour Authority Moorings or licences within the vicinity. Private Foreshore Mooring Licences will be recorded on

the Harbour Records of Mooring facilities and must be maintained in accordance with the mooring specifications in Appendix 1. Failure to do so will lead to the licence being withdrawn.

## **6.17 Crime Prevention**

- 6.17.1 The Harbour Authority levies a security charge on all facility holders. This finances a Crime Prevention Security Contractor to augment the presence and patrolling outside of the hours covered by the Harbour Staff.
- 6.17.2 Free mooring facilities will be provided, and harbour dues be waived for vessels operating temporarily within the Harbour on behalf of Devon and Cornwall Constabulary and the Severn and Devon IFCA.

Appendix 1 to  
Salcombe harbour Authority Moorings Policy  
Dated #### 2012

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 reinforced, 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 reinforced, 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 reinforced, 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 reinforced, 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 reinforced, 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 reinforced, 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 reinforced, 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 LICENCE  
(for berthing a vessel against the Council's pontoon or mooring facility)

1. Duration of Licence

The Licence will:-

- (a) run for the maximum duration of 12 months or such other period as may be specified<sup>2</sup> (in accordance with Section 16 of the Schedule to the Pier and Harbour Order (Salcombe) Confirmation Act 1954) and is only effective for the year of issue or the alternatively specified period;
- (b) commence on 1 April and expire on 31 March<sup>3</sup> of the following year ("the expiry date") unless the licence is for an alternative period, subject to the licensee remaining a resident of the South Hams as defined in the Moorings Policy.
- (c) except that if before the expiry date:-
  - (i) the Council has sent to the licensee a retention form and request for a registration fee; and
  - (ii) the licensee has within the period specified by the Council returned the retention form, indicating that he wishes the licence to continue, and has paid the registration fee; and
  - (iii) the Council has subsequently sent to the licensee an invoice demanding the licence fee (less the registration fee) for the year commencing immediately after the expiry date; and
  - (iv) the balance of the licence fee demanded on the invoice is paid before the expiry date,

then the berthing licence shall be deemed to run for a further 12 months period (or such alternative specified period) immediately following the expiry date; this being subject to the residency requirements of the Moorings' Policy.

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<sup>2</sup> Batson and Victoria Quay Pontoons 7 months, South Sands 5 months.

<sup>3</sup> Batson and Victoria Quay Pontoons 1 April – 31 October, South Sands 1 May – 30 September.

2. Unless a berthing licence is renewed as mentioned in paragraph (b) above then it will expire on the expiry date of the 31 March or such alternative date as is specified.

3. Entitlement to a Berthing Licence

The berthing licence is issued subject to the terms and conditions contained herein 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 and is for either:-

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

4. Forfeiture of Licence

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

5. Determination of Licence by the Licensee

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

6. Removal of vessel from Mooring Facility

On the expiration or earlier determination of this licence the licensee shall remove the vessel from the mooring facility.

7. Prohibition on Assignment/Sub-letting etc.

- (a) This berthing licence is personal to the licensee, and cannot be transferred or assigned by the licensee to any other person.
- (b) Subject to paragraph 7(c), the licensee must not sublet, subcontract, hire out, license or lend to any other person its right to use the mooring facility.
- (c) A licensee 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 licence only enables the licensee to berth against the mooring facility the vessel described on the Council's berthing licence 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 licensee 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 licence and shall indemnify the Council against all such claims.

#### 9. Insurance

- (a) The licensee shall at all times have an effective third party/public liability 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 licensee shall provide such third party insurance policy for inspection together with a current premium receipt.

#### 10. Reckless Conduct and Disorderly Behaviour

- (a) The licensee (including any person in control or in charge of any vessel using the mooring facility by virtue of this licence) 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 licensee (including any persons on board a vessel berthed against the mooring facility by virtue of this licence) 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 licensee (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. Re-siting of Berthing Facility

If so required by a notice in writing from the Harbour Master the licensee shall on the expiration of 14 days from the date specified in such Notice cease using the mooring facility allocated initially by this licence and shall only use the mooring facility relocated 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 licence 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 licence to be berthed against it.

15. Contract for services

Customers who indicate their desire to retain a mooring facility and pay a deposit of £125 are contracted to pay for that facility. If the facility is returned to the harbour before 1 March the contract will be cancelled and the deposit lost. If the facility is returned to the harbour after 1 March the contract will stand unless the facility can be re-let, when a pro rata refund will be made.

16. Temporary absence of the Licensee'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 licensee (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 licensee's vessel the Council reserve the right for the Council to permit other vessels to use the mooring facility.
- (c) Should the licensee'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 licensee a temporary alternative mooring facility or remove any vessel preventing the licensee from using the mooring facility.

17. Absence of Licensee's Vessel for a period of at least one year but no longer than two years

If a licensee'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.

18. 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 licensee 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.

19. 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.

20. Service of Notices

Any notice which is required to be given to the Harbour Master or to the licensee 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 licensee addressed to him at his last known place of abode or business. It is the responsibility of the licensee to ensure that contact address details are up to date at all times. Service of notices and documents will be deemed effective to that address as notified by the licensee.

21. Documentary Evidence of Licence

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

- (a) on payment of the appropriate berthing licence fee together with the issue of a printed berthing licence signed by the Harbour Master or



- (b) on payment by the licensee (before the expiry date referred to in paragraph 1(b) above) of an invoice issued by the Council in respect of a berthing licence.

22. Definitions

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

Terms/conditions of berthing licence Revised July 2011

**SOUTH HAMS DISTRICT COUNCIL**

**BERTHING VESSELS within Salcombe Harbour and Kingsbridge Estuary**

TERMS AND CONDITIONS of a MOORING LICENCE  
(for laying private mooring tackle or pontoons  
on the Council's fundus or foreshore)

16. Duration of Licence

The Licence will:-

- (d) 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) and is only effective for the year of issue;
- (e) commence on 1 April and expire on 31 March of the following year ("the expiry date"), subject to the licensee remaining a resident of the South Hams as defined in the Moorings Policy.
- (f) except that if before the expiry date:-
  - (v) the Council has sent to the licensee a retention form and request for a registration fee; and
  - (vi) the licensee has within the period specified by the Council returned the retention form, indicating that he wishes the licence to continue, and has paid the registration fee; and
  - (vii) the Council has subsequently sent to the licensee an invoice demanding the licence fee (less the registration fee) for the year commencing immediately after the expiry date; and
  - (viii) the balance of the licence fee demanded on the invoice is paid by the date demanded on the invoice,

then the mooring licence shall be deemed to run for a further 12 months period immediately following the expiry date; this being subject to the residency requirements of the Moorings' Policy.

17. Unless a mooring licence is renewed as mentioned in paragraph (b) above then it will expire on the expiry date of the 31 March of the relevant year.

18. Entitlement of Mooring Licence

Subject to the terms and conditions herein contained :-

- (c) to lay down mooring tackle or pontoons of the type and specification (if any) and in the position shown on the mooring contract or the invoice demanding the licence fee (the mooring facility”); and
- (d) to berth against the mooring facility either:-
  - (i) the vessel named on the printed mooring licence or the invoice demanding the licence fee; or
  - (ii) (if no particular vessel is named on the said licence or the said invoice) a vessel of the maximum length, beam, draught and type specified in the said licence or said invoice.

19. Forfeiture of Licence

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

20. Determination of Licence by the Licensee

The licensee can determine this licence by giving 14 days notice in writing to the Council, however the licence fee already paid shall be retained by the Council.

21. Removal of vessel from Mooring Facility

- (a) On the expiration or earlier determination of this licence the licensee shall remove the mooring facility from all those parts of Salcombe Harbour and the Kingsbridge Estuary within the freehold or leasehold ownership of the Council.
- (b) Should the licensee fail to comply with the obligation set out in 6 (a) then the Council may do so at the expense of the licensee.
- (c) Should the Council be put to the expense of removing the mooring facility in accordance with paragraph 6 (b) then the Council may at its discretion after the removal of the mooring facility sell the same (in complete or partial satisfaction of the expenses due to the Council under the said paragraph 6 (b)) or destroy the same.

22. Prohibition on Assignment/ Sub-letting etc

- (e) The mooring licence is personal to the licensee, and cannot be transferred or assigned by the licensee to any other person.

- (f) Subject to paragraph 7(c), the licensee must not sublet, subcontract, hire out, license or lend to any other person its right to use the mooring facility.
- (g) A licensee which is a marine business
  - (iii) MAY use the mooring facility to berth a customer's vessel, in order to provide a "complete service" to that customer;
  - (iv) 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.
- (h) 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.

23. Laying Down and Maintenance of the Mooring facility

- (a) Initially the mooring facility shall be laid down in a proper manner to the satisfaction of the Harbour Master.
- (b) Thereafter the mooring facility shall be maintained in a proper manner to the satisfaction of the Harbour Master.
- (c) Should the need for repairs or replacement of the mooring facility arise (over and above usual maintenance) howsoever such damage is caused, then such repairs or replacement (with a similar type of compatible mooring facility) shall be carried out without delay.

24. Own Risk and Indemnity

- (c) This licence only enables the licensee to berth against the mooring facility that vessel described on the Council's mooring licence or invoice. The Council gives no guarantee as to the safety or security of any vessel (or its contents) berthed against the mooring facility.
- (d) The licensee 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 licence and shall indemnify the Council against all such claims subject to the insurance provisions below.

25. Insurance

- (c) The licensee shall at all times have an effective third party/ public liability 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.

- (d) If required the licensee shall provide such third party insurance policy for inspection together with a current premium receipt.

26. Reckless Conduct and Disorderly Behaviour

- (c) The licensee (including any person in control or in charge of any vessel using the mooring facility by virtue of this licence) 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
- (d) The licensee (including any persons on board a vessel berthed against the mooring facility by virtue of this licence) shall not cause unreasonable noise, nuisance or annoyance to other users of the Harbour and Estuary.

27. Compliance with Byelaws and Directions of the Harbour Master

The licensee (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.

28. 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.

29. Re-siting of Berthing Facility

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

30. Recovery of Unpaid Licence Fee

Without prejudice to any other method of recovery of any unpaid licence 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 licence to be berthed against it.

16. 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.

17. Service of Notices

Any notice which is required to be given to the Harbour Master or to the licensee 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 licensee addressed to him at his last known place of abode or business. It is the responsibility of the licensee to ensure that contact address details are up to date at all times. Service of notices and documents will be deemed effective to that address as notified by the licensee.

18. Documentary Evidence of Licence

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

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

19. Definitions

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

Terms/conditions of berthing licence Revised Sept 2010