



South Hams
District Council

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

Salcombe Harbour Authority Mooring Policy

3rd Edition 1st Nov 2018 – Adopted by Council 1st Apr 2019 Cameron Sims-Stirling

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Definitions:

'Complete Service'	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.
'Harbour Authority'	South Hams District Council is the statutory Harbour Authority for Salcombe Harbour
'Harbour Master'	The statutory appointed person or a duly appointed deputy or assistant authorised to act in the capacity of Harbour Master
'Harbour Mooring Licence'	A facility laid and maintained by the Harbour Authority on harbour-leased fundus
'Harbour Office'	The principal office at Whitestrand for the administration of moorings and other harbour business
'Laying up'	The act of temporarily berthing a vessel which is unused/not operational
'Mooring Licence'	A facility where an individual is permitted to lay and maintain their own tackle on harbour-leased fundus
'SHDC'	South Hams District Council

1.0 Introduction

- 1.0.1 Salcombe Harbour 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 which surround the Estuary. Set in an Area of Outstanding Natural Beauty (AONB) and Site of Special Scientific Interest (SSSI) Salcombe is a unique harbour with a world renowned reputation as a sailing destination. South Hams District Council is the Statutory Harbour Authority and has constituted the Salcombe Harbour Board, which operates as a committee of the full Council. The Harbour Authority discharges its statutory duties and responsibilities detailed in the Pier and Harbour (Salcombe) Confirmation Act 1954. This Act is in turn based on the Harbours, Docks and Piers Clauses Act 1847, which 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. Salcombe Harbour is a designated harbour authority for the purpose of making Harbour Directions under sections 40A to 40D of the Harbours Act 1964 (SI 2015, no573).
- 1.0.2 The provision and management of mooring facilities within the harbour is one of the Harbour Authority's core activities.
- 1.0.3 The purpose of this policy is to guide the management of the Harbour Authority whenever it takes decisions on issues related to the provision or development of mooring facilities within the harbour. The Harbour Authority reserves the right to retain discretion over any decision. It will however give reasons for any decision that is not in accordance with the stated policy. The Harbour Authority reserves the right to amend the Policy from time to time.
- 1.0.4 For every decision regarding mooring facilities a number of factors will be considered, the principles of which are:
- Safety and efficiency
 - The requirements of navigation
 - Conservation of the environment
- 1.0.5 In developing and enforcing this Moorings Policy the Harbour Board has 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 residents and visitors for the 21st century.

The core principles of which include safety, efficient usage, stakeholder involvement, value for money, environmental stewardship and support to the local communities.

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. It may however be used in reference to the suitability of a mooring development in such an area.

2.0 Ownership of the Estuary Bed

2.0.1 The majority of the fundus (seabed) within the Estuary is owned by the Duchy of Cornwall, most of which is leased to the Harbour Authority for an annual rent. This lease runs until 24 March 2028. Areas not covered by this lease include the RNL'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 discrete areas of foreshore throughout the Estuary.

2.0.2 Under the terms of the lease the Harbour Authority can lay moorings on the rented fundus and levy a charge for them, although licences to customers for harbour facilities may be for no more than one year in duration.

2.0.3 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 Mooring Licence, of the Harbour Authority. Unlike a lease, a licence to lay a mooring facility is not an assignable property right.

2.0.4 The requirement for Harbour Authority consent arises from the Pier and Harbour Order (Salcombe) Confirmation Act 1954 under which the Harbour 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 Harbour 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 included 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 was with the general public.

- 3.0.2 This latest review of the Moorings Policy introduces no major change to policy but includes an up-to-date account of operations and facilities and clarification of the use and management of the above, requiring simply the agreement of the Harbour Board.

4.0 Categorisation of the Estuary

Below Ferry Crossing – seawards to Harbour Limits:

- a limited number of deep water visitors mooring facilities
- a number of licensed foreshore moorings particularly on private foreshore on both sides of the estuary
- seasonal resident and commercial moorings at South Sands
- recognised anchorages off Small's and Sunny Coves
- store box moorings in Castle Bay

Above Ferry Crossing – inwards to Fishpond Corner and Snapes Point:

- Whitestrand and Normandy shore connected landing facilities (public and commercial)
- Victoria Quay shore connected residents pontoon
- resident and commercial foreshore moorings
- visitor, resident, commercial and fishing boat deep water moorings
- store box moorings in Ditch End
- a number of licensed foreshore moorings particularly on private foreshore
- slipway and dinghy storage
- fuelling facility
- recognised anchorage off Town Beach/Fisherman's Cove

Southpool and Waterhead creeks and Gullet Point:

- Yeoward private moorings
- foreshore mooring licences
- resident and visitor deep water moorings at the entrance to Southpool Creek
- public landing pontoon and resident foreshore moorings at the head of Southpool Creek

Batson and Shadycombe creeks north of Fishpond Corner:

- resident and commercial foreshore moorings
- Batson (resident) and Shadycombe (commercial) shore connected pontoons
- commercial fish quay

- foreshore mooring licences
- public slipway, access pontoon, dinghy storage and craning facilities

The Bag between Snapes and Halwell/Heath points:

- the majority of the Harbour's deep water residents moorings
- Visitors' Pontoon
- resident foreshore moorings
- Dentridge and East Bag commercial pontoons
- Winters private pontoon and boatyard at Lincombe

Saltstone, Blanksmill Creek, Collapit Creek and Frogmore Creek west:

- no harbour moorings in this area
- recognised anchorage south and west of The Saltstone
- sparse foreshore mooring licences in creeks

Frogmore Creek East:

- resident foreshore moorings
- foreshore mooring licences
- public landing pontoon

North of Charleton Point to High House Landing including Newbridge and Balcombe Creek:

- resident foreshore moorings
- foreshore mooring licences
- slipway and dinghy storage

North of High House Landing to New Quay pontoon, Kingsbridge:

- resident foreshore moorings
- foreshore mooring licences
- private boatyard pontoon

North of New Quay pontoon to include Kingsbridge Creek:

- resident foreshore moorings
- Kingsbridge shore connected residents pontoon, public landing/visitors' pontoon
- slipway and dinghy storage
- foreshore mooring licences

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 pay Council Tax to SHDC.
- 6.0.2 All Harbour Authority mooring licences are issued annually to a named individual or company and are not transferable, except between spouses or civil partners.
- 6.0.3 Harbour 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) or more should inform the Harbour Office.
- 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 such berth 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 be used to accommodate only 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 berth either on a long-term or temporary basis.
- 6.0.11 Raft pontoons/dry docking facilities are prohibited on any mooring without the written permission of the Harbour Master (SH15/10) and the agreement of the Harbour Board.
- 6.0.12 The proliferation of walk-ashore jetties and pontoons would result in a loss of foreshore within the SSSI and be detrimental to the appearance of the estuary within the 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 revoked and the pontoon 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 (or a family) need to have one member of the syndicate who has qualified, by paying Council Tax to SHDC (see 6.0.1) and has reached 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 both qualified by paying Council Tax to SHDC and reached the top of the appropriate waiting list for a harbour mooring licence to be allocated.

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 Harbour Mooring Licence:

- a. is personal to the holder of such a licence and transfer is not permitted.
- b. cannot be sub-let.
- c. cannot be lent to another person.
- d. for a private individual, is for the named vessel owned and registered by that individual, specified by the details on its registration form, within the maximum size/dimension specified for that berth.
- e. for a business, is for a suitable registered vessel up to the maximum size/dimension specified for that berth.

6.0.17 A Mooring Licence:

- a. is the term used when an individual is permitted to lay and maintain their own tackle on harbour-leased fundus.
- b. is personal to the holder of such a licence and is bound by sections a-e of 6.0.16 above.
- c. when relinquished (with the exception of licences for running moorings) will cease to exist and, where appropriate, a Harbour Authority mooring will be established in its place 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 pays Council Tax to SHDC in their own name, is likely to wish to continue on the death or incapacity of the mooring licence holder they should join the appropriate waiting list in readiness to be allocated a mooring facility when required/upon reaching the top. 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, raised/tilted outboards, rudders etc.
- 6.0.21 It is a requirement for all owners to appoint an agent. An agent is a locally-based person who can act on the owner's behalf at such times that the owner is unavailable. This can be a friend or a professional boatyard, but they must have agreed to be the agent.

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. From time to time the number of berths in a particular area/of a particular type may change to compensate for an improvement in facilities elsewhere so long as there is a net gain to the environment. 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:

Resident swinging	166
Resident pontoons	69
Commercial swinging	32
Commercial pontoons	30
Fishing boat swinging	14
Store box swinging	18
Visitor swinging	25 (raftable)
Visitor pontoon	12 (raftable)
Visitor other	10 (raftable)

Foreshore:

Swinging	581
Pontoon	
Victoria Quay	75
Shadycombe	64
Batson	258
Kingsbridge	132
Visitor Swinging	10

6.1.3 Many boatyards offer a 'complete service' using Harbour Authority facilities but only two boatyards operate their own private facilities within the Harbour, these are Winters Boatyard who have pontoon berths in Lincombe Bay and Yeoward Boatyard who have moorings at Yalton, Southpool Creek.

6.2 Waiting Lists

- 6.2.1 The Harbour Authority maintains a waiting list for all of its mooring facilities. The old waiting list, which customers joined with the understanding that priority was given to local residents over second home owners, was closed with effect from 1st September 2013. This closed list is allocated as follows: to permanent residents first on the former A list, then to second home owners on the former B list.
- 6.2.2 The current waiting list was started on 1st October 2013; the criterion for joining this waiting list is proof of payment of Council Tax to SHDC (see 6.0.1). Waiting list members should inform the Harbour Office if their Council Tax status changes.
- 6.2.3 A registration fee at current rates, which is refundable on mooring facility allocation, will be required for all mooring facility applications.
- 6.2.4 If there are no applicants on a particular waiting list, the mooring facility may be offered to an applicant who does not pay Council Tax to SHDC. Mooring facilities allocated in these circumstances will be reviewed annually, should an applicant paying Council Tax to SHDC be waiting for that facility, after a two year period of grace, the mooring facility will not be renewed for the non-qualifying applicant.

- 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 within a particular facility, swap between similar facilities or change to a different facility. Transfers between different facilities (on different waiting lists) will be assessed on a case-by-case basis and will only normally be accepted where it is deemed to be a downgrade, to a less sought after facility/shorter waiting list, so as to maintain fairness to other waiting list members.
- 6.2.6 Once on the waiting list, applicants will be given priority for booking a visitor foreshore mooring facility. Bookings will be accepted for customers who are on the waiting list (or already a Harbour Authority facility holder) for a foreshore facility for finite period before bookings are accepted from the general public.

6.3 Qualification Criteria

- 6.3.1 The Harbour Board's policy is to give priority for the allocation and retention of mooring facilities to those paying Council Tax to SHDC (see 6.0.1)
- 6.3.2 Mooring licence holders who move away from the South Hams will normally be given two years to make alternative arrangements before their mooring licence is revoked.
- 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).
- 6.3.4 Mooring facilities that were allocated prior to 23rd January 1985 (SH26/10).
- a. The requirement to pay Council Tax to SHDC 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 this requirement is to be taken as having been introduced on 23rd January 1985, when the policy was re-confirmed.
 - b. Mooring facility holders who are not currently paying Council Tax to SHDC but who claim to have been allocated a mooring facility prior to 23rd January 1985 may apply to the Harbour Board to retain their licence.

- 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 before 23rd January 1985 and that all other aspects of the licence are met, their mooring facility may be retained annually until 24th March 2028, when the current lease from the Duchy of Cornwall expires.

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. The Harbour Authority retains the right to request mooring licence holders provide a current SHDC Council Tax bill in the facility holder's name, where correspondence is routinely posted to an address outside the South Hams this will be required annually.
- 6.4.3 The annual mooring facility allocation process will normally start in October/November for the following year with the distribution of "retention" letters to current mooring facility holders.
- 6.4.4 Once the retention letters are returned and retention fees paid, 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 Mooring facility holders who arrange cruises/absence 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. Should this option be required it must be made known to the Harbour Office by the December before absence.
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.
- 6.4.6 The first round of allocations is to a transfer list of current customers who have requested a mooring facility move.
- 6.4.7 The second round of allocations will be to applicants from the waiting list. Before allocation, applicants will be required to present a current copy of their SHDC Council Tax bill.

- 6.4.8 In the event that there is no demand from the waiting list for a particular facility, the mooring facility may be offered to an applicant that does not pay Council Tax to SHDC. The terms of 6.2.4 will apply.
- 6.4.9 The entire mooring facility allocation process should be complete by mid-March.
- 6.4.10 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 relinquished to the Harbour Office before 1st March, the contract will be cancelled and the deposit lost. If the mooring facility is relinquished to the Harbour Office after 1st March the contract will stand unless the facility can be re-let to the top quarter of the waiting list, when a pro rata refund will be made after subtracting the loss of deposit. 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.

6.5 Provision of Moorings for Visitors from Sea

- 6.5.1 Visitors' moorings are a significant element of the Harbour Authority's service. The Harbour Authority provides a number of mooring facilities, both pontoon berths and swinging moorings, for the use of visitors from sea.
- 6.5.2 The water taxi, the provision of convenient and adequate visiting dinghy berthing on Normandy Pontoon and local shower facilities complement the moorings for visiting yachts from sea.
- 6.5.3 Visiting vessels are charged in 1 metre bands for Harbour Dues and Mooring Fees (rounded up to the nearest metre).
- 6.5.4 Visiting vessels anchoring will be charged Harbour Dues.
- 6.5.5 To encourage visiting yachts to visit the Salcombe and Kingsbridge Estuary the Harbour Authority 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 Provision of Moorings for Visitors from Land

- 6.6.1 Advanced mooring bookings can be made with the Harbour Office for craft visiting by land, by the week, Saturday to Saturday, in line with the facilities available to be booked at the Batson Boat Park.

6.6.2 Moorings have a fixed weekly price. Harbours dues are also payable and the current year's sticker must be displayed.

6.6.3 Vessels up to 6.1m LOA can be booked onto various foreshore moorings and vessels up to 8m LOA onto deeper water moorings.

6.7 Deep Water Moorings

6.7.1 All deep-water mooring facilities will be owned, maintained and controlled by the Harbour Authority.

6.7.2 The only exceptions to this policy for deep water mooring facilities applies to the longstanding arrangements with Winters and Yeoward Boat Yard's.

6.7.3 The western half of The Bag is identified as the site for high-density berthing.

6.7.4 Deep water swinging moorings will be charged according to the length of the boat, with a minimum charge for the facility.

6.7.5 Deep water pontoon berths will be charged according to the maximum length for which the facility is designed.

6.7.6 Deep water mooring holders who are planning to be absent from their facility for a period of 24 hours or more are to inform the Harbour Office.

6.8 Foreshore Moorings

6.8.1 The Harbour Master is authorised to lift and impound any unauthorised mooring tackle.

6.8.2 Licensees of moorings which are not maintained by the Harbour Authority must confirm annually, within their retention documentation, their compliance with the Harbour Authority's foreshore mooring tackle specifications detailed at Appendix 1.

6.8.3 Foreshore mooring facilities will be charged according to the length of the boat using the facility, with a minimum charge for the facility.

6.8.4 Foreshore mooring holders not using their facility for a period of seven days or more are to inform the Harbour Office. These mooring facilities, where practical, will be made available to visitors on weekly contracts. In the event of a foreshore mooring facility being re-let by the Harbour Office, the mooring licence holder will receive a rebate of their mooring fees. The level of rebate will be set and reviewed annually.

6.9 Foreshore Pontoon Berths

6.9.1 The Harbour Authority provides four land connected pontoon systems for residential berthing:

- a. Batson Boatpark Pontoon:
max LOA 5.5m
max beam 2.0m,
(a small number of berths are available for max 2.3m beam)

- b. Shadycombe Creek Pontoon:
max LOA 5.5m
max beam 2.0m

- c. Victoria Quay Pontoon:
max LOA 5.18m
max beam 2.0m

- d. Kingsbridge Pontoon:
max LOA 5.5m
max beam 2.3m

6.9.2 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.

6.9.3 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.

6.9.4 Pontoon mooring holders not using their facility for a period of seven days or more are to inform the Harbour Authority. These pontoon berths, where practical, 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.

6.10 Salcombe Town Landings – Whitestrand and Normandy Pontoons

6.10.1 Whitestrand Pontoon is the commercial landing for all commercial vessels that have paid for a Whitestrand landing licence. Between 1900 and 0800 daily the northern end of Whitestrand can be booked, up to 24m, normally

accommodating two vessels up to 12m, draught/tide dependant. These berths can be booked in advance through the Harbour Office, payment upon booking, at a higher cost.

- 6.10.2 Whitestrand will, for the time being, continue to provide tender berthing for craft up to 4.2m on the shore side. This service will be charged for in July and August when a courtesy launch and remote overflow berthing facilities will be provided.
- 6.10.3 Between April and September 07:00-19:00 Normandy Pontoon provides two distinct functions. The northern section will be the Town Landing for picking up and setting down only, unattended berthing is not permitted. On the shore side of the northern section finger berths provide access to the town for craft of up to 5.5m craft for 2 hours in any 24 hour period. The southern section of the Normandy Pontoon provides temporary berthing for visiting yachts for up to 30 minutes and berthing for visiting yacht tenders ONLY on the shore side. Normandy Pontoon provides no overnighting facility at this time of year (except for visiting yacht tenders) and so can remain available for the RNLI and the berthing of casualty vessels. Double berthing/rafting on Normandy Pontoon is prohibited as it constrains the channel.
- 6.10.4 Between October and March, usually on account of there being no evening taxi or boatman service, overnight berthing may be permitted on the channel/eastern side of Normandy Pontoon, at the Harbour Master's discretion. This is on a first come first served basis at a higher cost, tide/draught dependant. Double berthing/rafting on Normandy Pontoon is prohibited as it constrains the channel but may be allowed to temporarily provide craft with fresh water/facilities. During this winter period bookings on Whitestrand Pontoon cannot be facilitated as this needs to remain available for the RNLI and the berthing of casualty vessels.

6.11 Residence Afloat

- 6.11.1 The commercial provision of afloat accommodation, beds on board, air BnB or anything similar, with the exception of correctly coded charter craft with a suitably qualified skipper staying aboard, is prohibited.
- 6.11.2 Permanent residence on any craft is prohibited.
- 6.11.3 The use of black water holding tanks is encouraged, a pump-out facility at Batson quayside can be arranged free of charge. Discharges should be made at sea and not within port. Alternatively facilities are available ashore.

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 Authority 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 provides 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, should submit a written request with their justification for additional mooring facilities to the Harbour Office by 30th 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;
 - 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 a 'complete service' 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 re-allocated may be reduced. 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.

6.13.8 Businesses requiring to berth a workboat, used in facilitating a 'complete service' can apply to berth on the Batson Commercial/Contractors Pontoon. These will be evaluated on a case-by-case basis and allocated on payment of the Batson Contractors 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.

6.14.2 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 follow the current industry standard amount. Failure to maintain insurance cover will result in the withdrawal of mooring/launching facilities.

6.15.2 In paying an invoice in relation to a vessel the customer is “declaring/confirming that they have and will maintain third party liability insurance” for their vessel/s as specified on the invoice or payment screen.

6.15.3 Licensee’s shall, if requested, produce evidence to the Harbour Authority of all such insurance within 2 days of being requested to do so. If the insurances have lapsed or been withdrawn or voided, the Harbour Authority has 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 an 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 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 (with the exception of crime prevention, 6.18.1), the Harbour Authority will consider the implications of the mooring facility for safe navigation and

the pre-existence of any Harbour Authority facility or licence within the vicinity.

6.17.2 Private Foreshore Mooring Licences will be recorded on the Harbour database and 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.

6.18 Crime Prevention

6.18.1 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.

6.18.2 Free mooring facilities will be provided, and harbour dues waived, for vessels operating temporarily within the Harbour on behalf of Devon and Cornwall Constabulary and the Severn and Devon IFCA.

Foreshore Mooring Tackle Specification (surface to seabed)

1. Small foreshore swinging or running moorings

For use with a vessel up to a maximum length of 3.65 metres (12ft) overall in a maximum expected depth of 3 metres (10ft).

- (i) 15 cm (6") diameter hand pick-up buoy
- (ii) 2 metres of non-floating rope
- (iii) 4 metres of 10 mm chain (or as necessary, to connect to running rope etc)
- (iv) 10 mm swivel and shackles to fit where necessary
- (v) 2 metres of 16 mm chain
- (vi) Block/weight > 50kg – suitably flat and reinforced, fitted with a 16 mm connecting eye
- (vii) All shackles to be seized with wire or cable tie. The block to be dug in below surface mud

2. General foreshore swinging moorings (above ferry crossing)

For use with a vessel up to a maximum length of 6.1 metres (20ft) overall in a maximum expected depth of 5.5 metres (18ft).

- (i) 30 cm (12") diameter hand pick-up buoy with 13.64 kg (30lb) buoyancy
- (ii) 2 metres of non-floating rope
- (iii) 6 metres of 13 mm chain
- (iv) 13 mm swivel and shackles to fit
- (v) 2.5 metres of 19 mm chain
- (vi) Block/weight >75kg – suitably flat and reinforced, fitted with a 19 mm connecting eye
- (vii) All shackles to be seized with wire or cable tie. The block to be dug in below surface mud

3. Exposed foreshore swinging moorings (below ferry crossing etc)

For use with a vessel up to a maximum length of 6.1 metres (20ft) overall in a maximum expected depth of 5.5 metres (18ft).

- (i) 50 cm buoy
- (ii) 8 metres of 16 mm chain
- (iii) 19 mm swivel and shackles to fit
- (iv) 2.5 metres of 22 mm chain
- (v) Block/weight >250kg – suitably flat and reinforced, fitted with a 22 mm connecting eye
- (vi) All shackles to be seized with wire or cable tie

All specifications should be used as a minimum requirement, please contact the Harbour Office for mooring applications outside the scope of the above examples.

**SOUTH HAMS DISTRICT COUNCIL
SALCOMBE HARBOUR AUTHORITY**

TERMS AND CONDITIONS of a HARBOUR MOORING LICENCE
(Berthing Contract - for mooring or berthing a vessel against a Council facility)

1. Duration of Licence

The Licence will:

- (a) run for the maximum duration of 12 months or such other period as may be specified² (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 1st April and expire on 31st March³ of the following year (“the expiry date”) unless the licence is for an alternative period, subject to the licensee remaining qualified under 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 retention 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 retention fee; and
 - (iii) the Council has subsequently sent to the licensee an invoice demanding the licence fee (less the retention 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 harbour mooring 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 requirements of the Moorings Policy.

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

² Batson and Victoria Quay Pontoons 7 months, South Sands 5 months.

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

2. Entitlement to a Licence

The 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 in accordance with the directions of the Harbour Master and is for either:

- (a) the vessel named on the harbour mooring licence or the invoice demanding the licence fee; or
- (b) a vessel under purchase within the maximum length, beam, draught and type specified in the said licence or said invoice, described to the best of the licensee's knowledge and to be correctly registered and named as soon as reasonably practical.

3. 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.

4. Termination of Licence by the Licensee

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

5. Removal of vessel

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

6. Prohibition on Assignment/Sub-letting etc

- (a) This licence is personal to the licensee, and cannot be transferred or assigned by the licensee to any other person.
- (b) Subject to paragraph 6(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.

7. Own Risk and Indemnity

- (a) This licence only enables the licensee to berth against the mooring facility the vessel described on the harbour 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.

- (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.

8. 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.

9. 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.

10. Compliance with Byelaws, Harbour Directions 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, Regulations and Harbour Directions made by the Council and Directions given by the Harbour Master.

11. 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.

12. 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.

13. 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.

14. 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 1st March the contract will be cancelled and the deposit lost. If the facility is returned to the Harbour Office after 1st March the contract will stand unless the facility can be re-let to the top quarter of the waiting list, when a pro rata refund will be made after subtracting the loss of deposit.

15. 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 from a deep water mooring facility or for more than seven days from a foreshore mooring facility then the licensee (or person in charge of the vessel) shall notify the Harbour Office 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.

16. 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.

17. Force Majeure

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.

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 licensee may be given by leaving it or sending it in a prepaid letter in the case of the Harbour Master addressed to the Harbour 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.

20. Documentary Evidence of Licence

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

- (a) on payment of the appropriate licence fee together with the issue of a printed harbour mooring 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 harbour mooring licence.

21. Definitions

'the mooring facility' as defined in paragraph 2 above.

'licence' in Appendix 2 refers to 'harbour mooring licence' the contract for mooring or berthing a vessel against a Council facility, which may in other paperwork be termed 'berthing contract' or similar.

'the expiry date' of this licence as described in paragraph 1(b) above.

'the Council' South Hams District Council.

'complete service' 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.

'harbour directions' directions made under sections 40A to 40D of the Harbours Act 1964, as amended.

**SOUTH HAMS DISTRICT COUNCIL
SALCOMBE HARBOUR AUTHORITY**

TERMS AND CONDITIONS of a MOORING LICENCE

(Berthing contract - for the laying and use of private mooring tackle on the Council's leased fundus or foreshore)

1. Duration of Licence

The Licence will:

- (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) and is only effective for the year of issue;
- (b) commence on 1st April and expire on 31st March of the following year ('the expiry date'), subject to the licensee remaining qualified under the Moorings Policy.
- (c) except that if before the expiry date:
 - (i) the Council has sent to the licensee a retention form including a declaration of maintenance; 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 declares the mooring tackle has been maintained; and
 - (iii) the Council has subsequently sent to the licensee an invoice demanding the licence fee for the year commencing immediately after the expiry date; and
 - (iv) 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 requirements of the Moorings Policy.

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

2. Entitlement to a Licence

Subject to the terms and conditions herein contained:

- (a) to lay down mooring tackle of the type and specification detailed in Appendix 1 or agreed suitable by the Harbour Master, and in the position shown on the mooring licence or the invoice demanding the licence fee (berthing contract); and

- (b) 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) a vessel under purchase within the maximum length, beam, draught and type specified in the said licence or said invoice, described to the best of the licensee's knowledge and to be correctly registered and named as soon as reasonably practical.

3. 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 of such written notice. Should forfeiture occur then the whole of the licence fee shall be retained by the Council.

4. Termination of Licence by the Licensee

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

5. Removal of vessel

- (a) On the expiration or earlier termination 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 5 (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 5 (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 5 (b) or destroy the same.

6. Prohibition on Assignment/Sub-letting etc

- (a) The mooring licence is personal to the licensee, and cannot be transferred or assigned by the licensee to any other person.
- (b) Subject to paragraph 6(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.

7. 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.

8. Own Risk and Indemnity

- (a) 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.
- (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 subject to the insurance provisions below.

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, Harbour Directions 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, Regulations and Harbour Directions 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.

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. 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.

16. 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 the Harbour 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.

17. Documentary Evidence of Licence

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

- (a) on payment of the appropriate mooring licence fee together with the issue of a printed mooring 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 mooring licence.

18. Definitions

‘the mooring facility’ as defined in paragraph 2 above.

‘licence’ in Appendix 3 refers to ‘mooring licence’ the contract for the laying and use of private mooring tackle on the Council’s leased fundus or foreshore, which may in other paperwork be termed ‘berthing contract’ or similar.

‘the expiry date’ of this licence as described in paragraph 1(b) above.

‘the Council’ South Hams District Council.

‘complete service’ 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.

‘harbour directions’ directions made under sections 40A to 40D of the Harbours Act 1964, as amended.