

**BIDEFORD HARBOUR AUTHORITY**

**MOORINGS AND FACILITIES POLICY**

**October 2020**

## **Bideford Harbour Authority**

### **Operational Moorings and Facilities Policy**

#### **Introduction**

This operational policy applies to all annual moorings and other facilities that form part of a discretionary service provided by the Harbour Authority. Each facility is allocated on an annual basis and is covered by a Facility Agreement with associated terms and conditions of use.

The harbour Authority also additionally provides berthing and moorings for both visiting commercial and leisure vessels.

The purpose of this policy is to ensure a consistent, fair and equitable approach is applied to new, existing and potential facility holders in Bideford Harbour and on the harbour estate. It aims to ensure that the operational policy and associated conditions are fully understood and recognised as fair, reasonable and equitable to all.

This operational policy statement supplements the Bideford Harbour Act 1925 (and subsequent amending legislation and all other legislation pertaining to the Harbour Authority, the associated Harbour Bye- laws, general directions and the facility agreement conditions. However, as a management tool it does not currently form part of the strategic policy framework set by Torridge District Council.

Nothing within this policy shall interfere with the Harbour Master's overall ability to allocate or regulate the number, location, size and type of facilities being used at any time within Bideford Harbour.

We have tried to include all situations and circumstances, however if an issue arises that has not been considered I will undertake to ensure that an open, fair and just resolution is sought.

Captain Paul Labistour  
Bideford Harbour Master

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## **Definitions (See also the Bideford Harbour Act and Harbour Byelaws)**

1. "The harbour" means so much of the River Torridge and the bed and banks of the River Torridge below high-water mark of spring tides as lies within the Borough of Bideford.
2. "Harbour Estate" means the piers, wharves, quays, jetties, stages, berths, slipways, roads, sheds, and other works and conveniences and the lands, buildings and property of every description and of whatever nature which are for the time being vested in or occupied by the Council as Harbour Authority and used for the purpose of the Harbour undertaking.
3. "Harbour Master" means the Harbour Master appointed by the Council and includes his authorised deputies, assistants and any other person authorised by the Council to act in that capacity.
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4. "Quays" means any quay, wharf, jetty, dolphin, landing stage or structure used for berthing or mooring vessels, and includes any pier, bridge, roadway or footway immediately adjacent and affording access thereto adjoining the Enclosed Harbours.
5. "Master" when used in relation to any vessel, means any person having the command, charge or management of the vessel for the time being.
6. "Vessel" means every description of vessel however propelled or moved including non-displacement craft and everything constructed or used to carry persons or goods by water.
7. "Council" means Torridge District Council.
8. "Authority" means Bideford Harbour Authority
9. "Facility" means mooring, berth, boat park space, tender rack, locker, store, etc.
10. "Facility holder" means the person or persons given the allocated use of a facility subject to the conditions of use of a Facility Form Agreement.
11. "Loss, injury or damage" means any loss, injury or damage, which may occur to any person, vessel, vehicle or their contents, or to any other goods or things whatsoever.
12. "Facility Agreement and conditions" shown in Appendix 1.
13. A maritime Wreck refers to the remains of a ship that has suffered a major disaster. However it could be used to describe a sunken vessel.

## **Types of Mooring/Facilities**

“Swinging Mooring” - the vessel is secured to a heavy ground chain on the seabed, via a single riser chain. The arrangement allows the vessel to move so that it will head into the wind or the tide – whichever is the stronger.

“Trot Mooring” - the vessel is secured fore and aft (front and back), via separate riser chains. This arrangement does not allow the craft to move freely with the wind/tide and this enables many more boats to be moored in the same area. The fore and aft element of the mooring is tied together, via a single pick-up buoy, even when the facility is unoccupied.

“Pontoon Mooring” - that the vessel is tied fore and aft to pontoons. Pontoons can be single or have “finger” pontoons coming off them. It is common for large pontoons that have heavy vessels on them to be “piled” i.e. secured by steel piles driven into the seabed. Some pontoons are connected to the shore and are known as “walk ashore” pontoons.

“Running/Outhaul Moorings” - used for small craft (currently up to 16ft) where the boat is tethered to a looped line running from the shore to a fixing, on a riser chain, secured to the harbour bed. The boat can be pulled in and out using the running line.

“Tender rack” – used for tenders/dinghies, these are racks, normally made from tubular steel into which light craft may be stored on end.

“Kayak rack” – used for kayaks/canoes, these are racks, normally made from steel into which this type of craft can be securely stored.

“Boat Park Space” - an allocated space on the harbour side where boats/dinghies are kept on trolleys/trailers and launched via a slipway. Dry storage means storage for vessels on a hard standing.

“Berthing” means tying up against a harbour wall or pontoon.

“Alongside mooring” where a vessel is moored alongside a quay wall or pontoon

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## **Facility Charges**

All matters related to the application of charges for moorings, berths, boat park spaces and other facilities can be found in the current “Bideford Harbour Authority Schedule of Charges”

## **Facilities Allocation**

### **Private Moorings/Facilities Waiting List**

A mooring/facility can only be offered and allocated to the person whose name is next on the appropriate waiting list subject to the priority definitions below. A £25 non-refundable registration fee is required to join the waiting list and lists will be closed if they are over subscribed. A procedure covering the waiting list can be found in Appendix 2.

Under normal circumstances the applicant will only be given one offer of a facility. A second or third offer will only be made in exceptional circumstances. All applicants will have their name removed from the list, if they have declined three offers of a harbour facility.

### **Waiting List Priority**

The waiting list is segregated into the following categories/order of priority: -

- 1<sup>st</sup> Council taxpayers who's main or principle residence is within the Torridge District Council area of residence.
- 2<sup>nd</sup> Council taxpayers who pay 90% of the Torridge District Council tax. i.e. second homeowners.
- 3<sup>rd</sup> All others

### **Duration of Facility Agreement**

These run for a maximum of 12 months commencing on the 1<sup>st</sup> of April and expiring on the 31<sup>st</sup> March of the following year. However, vacancies that arise after 1<sup>st</sup> April will be filled from the waiting list and run from the acceptance date up to the 31<sup>st</sup> March. The Harbour Master reserves the right to determine whether to renew an allocated facility and will review such allocation on an annual basis.

### **Renewal of Allocated Facility**

Each year the Council will send each existing facility holder a Facility Agreement, together with an invoice requesting a Facility Agreement fee. If the facility holder returns the form/invoice indicating they does not wish to renew the Facility Form Agreement, it will be allocated to the next person on the appropriate waiting list.

The Council will, upon receipt of payment allocate a facility to the applicant as described in the Facility Charge Details in a location in Bideford Harbour determined at the discretion of the Harbour Master. The Harbour Master may at any time designate to the facility holder an alternative location for such a facility, whereupon the applicant will move their vessel and/or any other possessions from the previous location to the appointed new location for such a facility.

### **Cancellation of Facility Form Agreement**

The facility holder may terminate the Facility Form Agreement by giving 14 days notice in writing to the Council. However, the fee already paid shall be retained by the Council.

The Council may terminate the Facility Agreement at any time by giving 1 months notice in writing to the facility holders last known address. For the avoidance of doubt, the Harbour Master has delegated authority to terminate Facility Agreements on behalf of the Council. A facility may be terminated for a number of reasons and these may include but are not limited to; bad debt, failure to comply with harbour regulations, abuse towards harbour staff and a discretionary facility being discontinued.

### **Risk, Liability, Insurance Requirements and Recommendations (Facility Agreement Conditions 1, 2, 3, 4 & 5)**

All reasonable care will be taken of the facility holder's property but whilst precautions will be taken to prevent loss and/or damage all vessels are berthed, moored, launched, moved and hauled out at the risk of the applicant. The applicant is therefore required to make sure that his/her vessel and property are adequately insured against all risks.

If the vessel sinks at the mooring it will have to be recovered and removed from the harbour by the vessel's owner. Failure to remove such a vessel from the harbour in such a period as shall be specified by the Harbour Master in his absolute discretion (including immediate notice) will result in the Council recovering and removing the vessel and the appropriate charges being made. Such charges shall be a debt due from the Facility Agreement holder to the Authority. It is therefore strongly recommended that your insurance policy includes a 'wreck removal' clause.

The facility holder shall indemnify the Council, their servants and agents against all actions, claims, costs and demands in respect of any injury or death of any person and any damage to any property which may arise out of the applicant's occupation and use of the harbour facilities including slipways, steps, jetties and staging and for this purpose shall maintain a Public Liability policy against such risks. Failure to maintain the appropriate insurance cover will result in the withdrawal of the mooring, launching and other facilities.

All facility holders using any part of the harbour facilities including slipways, steps, jetties and staging, for whatever purpose in connection with this application and whether by the Council's invitation or not, are expected to have due regard for their own safety and do so at their own risk.

The facility holder shall at all times be responsible for the safety of his/her vessel and shall be liable for any damage occasioned to the Council's property, howsoever caused, during the navigation of any vessel by the

applicant or his/her servant or agents, or whilst the applicant's vessel is berthed, moored, or launched, or by the vessel slipping her berth, mooring or being cast adrift and will pay to the Council on demand any claim for reasonable compensation in respect of such damage.

The Council's Harbour Master and other authorised officers and servants, whilst acting in the course of their duty, shall not be responsible for any loss or damage which may occur as a result of compliance, or attempted compliance, with any lawful order or directions given by the Harbour Master, or such other officers or servants, nor shall the Council be liable for any loss or damage arising out of compliance, or attempted compliance, with the officers' lawful orders. The Council, its servants, agents or employees shall not be liable for injury to any person, except where such injury arises through the negligence of the Council.

This section applies equally to visitors and temporary users of the harbour and harbour estate, whether using a vessel, vehicle or trailer.

### **Vessels Injurious to the Amenity of the Harbour**

If at any time the Harbour Authority are satisfied that a derelict vessel or structure moored in or lying in the water or on the foreshore of the harbour is in such a condition as to be seriously injurious to the amenity of that part of the harbour in which it is moored or lying, the Harbour Authority may by notice require the owner thereof within such time as may be specified in the notice (the period being not less than six weeks) to take such steps as may be necessary to abate the injury to amenity. A vessel may be considered to be injurious to the amenity of the harbour if it is badly dilapidated, seriously unkempt, and unseaworthy and/or in danger of sinking, etc.)

For the avoidance of doubt, the Harbour Master is empowered, on behalf of the Harbour Authority, to determine whether a vessel is seriously injurious to the amenity of the harbour.

Failure to comply with such a notice issued by the Harbour Authority may result in the necessary action being taken directly by the Harbour Authority.

### **Prohibition on Assignment/Sub Letting of Facilities (Facility Agreement Conditions 12)**

The facility is personal to facility holder and may not be shared, assigned, transferred, sub let or otherwise used or made available to anyone other than the facility holder. If it is discovered that a facility holder is sub-letting, the facility will be withdrawn with immediate effect. (This includes the renting of beds/berths on board vessels whilst using harbour facilities. e.g. via websites such as [www.bedsonboard.com](http://www.bedsonboard.com) and [www.airbnb.co.uk](http://www.airbnb.co.uk) )

The facility granted may not be loaned without prior notification to, and agreement of the Harbour Master in writing. Written notification must also be provided to the Harbour Master from both parties to the loan. If the Harbour Master's consent is obtained in no circumstances will this be given for a period greater than 12 months. In agreed loan circumstances the owner of the vessel borrowing the facility must confirm that he holds the necessary required insurance, confirm acceptance of all conditions and Byelaws and or Harbour Directions and be liable for the appropriate level of harbour dues.

Any individual boat owner will only be permitted to borrow a facility for two consecutive years, assuming that two separate facility holders and the Harbour Master are agreeable to such an arrangement. I.e. the maximum stay without a properly allocated facility is 24 months.

### **Size of Vessel**

No vessel shall be placed on a facility of a different size than applied for. The facility is allocated according to the size of the vessel and the facility holder must not increase the size of his/her boat without ascertaining whether or not there is a suitable alternative mooring space available. The facility holder may lose the mooring without being offered a replacement. A vessel will be charged based on overall length, which includes any bowsprit, pushpit, stern davit, bathing platform, outboard engine, bumpkin or any other extension, etc. etc.

### **Inheritance**

The facility granted will be for one vessel only and is not transferable. Where a member of a family wishes to continue using the facility after the death or incapacity of the existing holder, he/she must join the appropriate waiting list. The use of harbour facilities cannot be inherited other than by a legitimate 'partner' who meets the requirements of a partnership arrangement as set out elsewhere within this document.

### **Vessel Identification**

All boats, trailers and tenders used within the harbour must have their names and current Harbour Authority plaques displayed to the satisfaction of the Harbour Master. The facility holder should also ensure that the name of the vessel or mooring number is clearly displayed on any mooring buoy not provided by the Council.

### **Change of Vessel**

In the event of the facility holder selling or otherwise disposing of the vessel authorised to use the facility, the parties to the change shall ensure that immediate written notification is given to the Harbour Master.

## **Vessel Not On Facility**

If the facility holder does not have his/her own vessel on the authorised facility for a period of one year then the facility will be forfeit and reassigned from the waiting list.

## **Partnerships**

Partnerships must have been registered with the Harbour Authority when the facility was first allocated. Any subsequent changes of ownership or partnership buy out **will not be recognised** or count towards facility allocation. The Harbour Authority will not recognise shared ownership beyond one third. i.e. a maximum of three partners inclusive of the applicant. All partners must be over the age of 18 and meet the local residence requirements detailed in this policy with regard to facility allocation priority.

## **Use of Facilities**

Facilities must only be used for the purposes stated in the original application. Vessels using facilities must not be used for residential purposes. i.e. no living on board is permitted and boats must not serve as the sole or main residence of any individual or group unless specifically authorised by the Harbour Master and specifically licensed by Torridge District Council. Customers are not expected to sleep on board their craft, whilst berthed in the harbour, unless that vessel has a suitable manufacturers holding tank for grey water and sewage. Facilities will be withdrawn from those customers who regularly breach this expectation. Customers are not permitted to rent any beds/berths on board their vessels. e.g. via websites such as [www.bedsonboard.com](http://www.bedsonboard.com) and [www.airbnb.co.uk](http://www.airbnb.co.uk). Such activity will be seen as sub-letting and facilities will be withdrawn from those customers who breach this condition.

Privately owned vessels paying harbour charges as private craft must not operate their craft on a commercial basis. The number of available commercial moorings is restricted under this policy (please refer to the 'Facilities Allocation' section in this document under the heading 'Commercial Moorings – Waiting List'). Consequently any owner who changes the use of their craft from a private vessel to a commercial vessel (either by conversion or replacement) will have their facility agreement terminated.

Privately owned fenders **must not** be fixed to harbour authority property (other than by rope) without the prior consent of the harbour authority. Installation of owner's 'dock fenders' will normally be permitted, subject to prior approval. Any fixing that requires drilling into steel, stone or concrete **must be undertaken** by harbour authority staff.

Privately owned 'dock boxes' **must not** be fixed to harbour authority property without the prior consent of the harbour authority and a charge may be applicable.

## **Fuel and Re fuelling**

No fuel or combustible material is permitted to be kept on or within the allocated facility save in authorised storage tanks and containers. Other than for small outboard engines, no petrol refuelling from cans or containers is permitted on the harbour side, pontoons, steps, slipways, or moorings. Petrol refuelling is permitted at a licensed marine fuel station or when using an approved siphoning/pumping device agreed specifically with the Harbour Master or from cans onto moored vessels when the harbour has dried.

The harbour Authority have a code of safe working practices policy for refuelling in the port area and a ship/shore refuelling checklist which can be supplied on request. Any fuel spillages must be reported to the Harbour Authority or Torridge District Council.

## **Pollution**

Facility holders must not pollute the harbour by spillage, dumping of waste, effluent, human waste, detergent and/or fuel or otherwise deposit refuse or scrap on the harbour estate, in the waters of the harbour or on the harbour bed.

## **Moorings and Vessel Protection**

### **Fitting of Moorings**

Any swivel, riser chain, mooring rope or buoy, not provided by the Council, shall comply with the Council's specification in that behalf and shall only be fitted by a person licensed by the Council to do such work or by the facility holder personally in respect of his/her allocated mooring. The Facility Holder shall as soon as any swivel, riser chain, mooring rope or buoy has become fitted, immediately notify the Harbour Master of the fact. The applicant shall also arrange for regular inspection and maintenance of such equipment not provided by the Council.

### **Buoyant Rope**

No person shall within any enclosed Harbour use buoyant pick-up ropes on moorings.

### **Removal of Moorings**

A mooring, buoy or similar tackle shall as soon as reasonably practicable be removed by its owner or any other person claiming possession of it if the Harbour Master so directs.

### **Vessel Monitoring**

All vessels should be monitored by the owner or owner's agent, on a regular basis, particularly during periods of bad weather.

### **Propeller Covers**

When moored, outboard engines in the raised or tilted position must have the propeller and skeg covered with a plastic bucket or other approved protective cover in order to prevent damage to other boats.

### **Provision of Proper Fenders**

The facility holder shall ensure that his/her vessel is provided with a sufficient number of fenders adequate for the size of the vessel, and when berthing or leaving, or lying at a quay or against other vessels, the master shall cause the vessel to be fendered off from that quay or those other vessels so as to prevent damage to that quay, those other vessels or other property

### **Mooring, Berthing, Anchoring in the Harbour**

#### **Vessels to be moored etc as directed**

Masters of vessels in the harbour shall moor, anchor, berth and/or cease to moor, berth or anchor and be moved in accordance with directions given from time to time by the Harbour Master.

#### **Vessels not to Anchor in a Fairway**

No person shall anchor so as to obstruct a fairway.

#### **Vessels not to be made fast to unauthorised objects, Navigational Buoys**

The master of a vessel shall not make fast his/her vessel to or lie against any buoy, beacon or mark used for navigation. No person shall make a vessel fast to or interfere with any post, quay, ring, fender or any other thing or place not assigned for that purpose.

#### **Vessels not to Obstruct Free Passage**

The master of a vessel shall not cause or permit the vessel to manoeuvre, come to anchor or be moored or placed so as to intentionally obstruct in any manner whatsoever the passage of vessels in the harbour.

### **Vessels to be Properly Secured**

No vessel shall be insecurely moored or improperly made fast within the harbour.

### **Vessels Not to Obstruct Steps, Slipways**

No person shall allow any vessel to obstruct any pontoons, steps or slipways or to lie at any pontoons steps or slipways without the permission of the Harbour Master.

### **Reckless Conduct and Disorderly Behaviour**

The facility holder shall not use the mooring facility in a reckless manner so as to cause danger to other users of the Harbour or damage to their property.

The facility holder (including any persons on board a vessel on the harbour facility) shall not cause unreasonable noise, nuisance or annoyance to other users of the Harbour.

### **Compliance with Statute, Byelaws and Directions of the Harbour Master**

The facility holder and all persons having control or having charge of or being aboard his/her vessel shall observe and perform all statutory and other obligations relating to the Harbour including all Byelaws, Regulations and Directions made by the Torridge District Council and Directions given by the Harbour Master.

In the event of the holder of the Facility Agreement failing to comply with the conditions of the Facility Agreement the Council may give notice to remove the vessel. Should this notice not be complied with or the conditions of the Facility Agreement not met within fourteen days of the sending of the notice to the last known address of the facility holder the Authority may remove the vessel to any place where so ever. The facility holder shall pay the cost of such removal, storage, mooring or berthing and subsequent replacement to the Authority. Such charges shall be a debt due from the facility holder to the Authority.

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### **Visitor Moorings**

To avoid the abuse of visitor moorings by local vessels, all craft using visitor mooring facilities are normally restricted to a maximum stay of three weeks (21 days) with no return within one week (7 days).

## Appendix 1

### **GENERAL CONDITIONS –BIDEFORD HARBOUR. DUES, TOLLS, LEVY RENTS, FEES AND OTHER CHARGES ARE ACCEPTED ONLY ON THE FOLLOWING CONDITIONS:**

**Definition:** The phrases ‘loss, loss of, damage, injury or death’ in these conditions shall mean any loss and / or loss of and / or damage and / or injury and / or death, which may occur to any vessel, vehicle, property or any person(s). Words denoting the singular and plural shall be interchangeable.

1. The Council will not be responsible for any loss and / or damage as occasioned to the applicant’s vessel and / or property in the course of berthing, mooring, launching, moving or hauling out, unless as a direct consequence of the Council’s negligence.
2. The applicant is required to possess “all risks” insurance for their vessel, which must include adequate third-party liability cover.
3. The applicant shall indemnify the Council, their servants and / or agents where they are at fault for any injury and / or death of any person(s) and / or any loss of or damage to any property, which may arise out of the applicant’s occupation or use of the harbour facilities.
4. All applicants using the harbour facilities, including but not limited to slipways, steps, jetties, pontoons and staging, for whatever purpose and whether or not by the Council’s invitation, are expected to have due regard for their own safety and utilise the facilities entirely at their own risk, unless negligence can be proven against the Council.
5. The applicant shall at all times be responsible for the safety of their vessel and shall be liable for any loss of and / or damage as occasioned to the Council’s and / or any third party’s property and / or injury to and / or death of any person(s), howsoever caused, during the navigation of any vessel by the applicant or their servant or agents, or including but not limited to, whilst the applicant’s vessel is being berthed, moored, launched, being slipped, being cast adrift or being worked upon and will indemnify the Council on demand any claim for compensation in respect of any such loss.
6. The Council’s Harbour Master and / or other authorised officers and /or servants, whilst acting in the course of their duty, shall not be responsible for any loss of or damage and / or injury and / or death which may occur as a result of or arising from compliance, or attempted compliance, with any lawful order or directions given by the Harbour Master, and / or such other officers and / or servants and / or agents, unless negligence can be proven against the Council.

7. The lawful orders and / or directions of the Council's Harbour Master and other authorised officers must always be obeyed promptly and at all times.
8. The Council may terminate this agreement at any time during the contract period, by giving one month's notice in writing to the applicant, at their last known address.
9. Following the termination of this agreement, the applicant shall forthwith remove their vessel and / or any other possessions from the Council's property.
10. The Council will, upon receipt of payment in accordance with this account, allocate a facility to the applicant as described in this account in a location in Bideford Harbour determined at the sole discretion of the Harbour Master and the Harbour Master may at any time re-designate the applicant to an alternative location for such a facility, whereupon the applicant will be required to move their vessel and / or any other possessions from the previous location to the appointed new location within a reasonable time period.
11. This facility as provided to the applicant is on the basis that the applicant agrees it will not be **shared, assigned, transferred, sublicensed or sub let** or otherwise used by or made available to anyone other than the applicant, unless with the prior written consent of the Harbour Master.
12. The facility as provided to the applicant shall not be used other than for the purpose described in the Schedule of Charges, Dues & Fees.
13. The Council has the right to exercise a general lien upon any vessel, and / or gear and / or equipment and / or property, whilst in or upon the harbour premises, or afloat, until such time as the monies due to the Council from the applicant in respect of such vessel and / or gear and / or equipment and / or property, whether on account of storage, mooring, berthing, slipping charges or otherwise, shall have been paid. Should these charges remain unpaid, the Council reserves the right to dispose of the applicant's vessel and / or gear and / or equipment and / or property and pay to the applicant the funds net of any charges as due.
14. The applicant shall also arrange for regular inspection(s) and maintenance of such mooring equipment.
15. The applicant shall not place a vessel on a mooring prescribed in the mooring scheme as prepared by the Council, which is of a different size than that for which the application was made, unless with the prior written consent of the Harbour Master.
16. The applicant must also ensure that the name of the vessel or a mooring number is clearly displayed on any mooring buoy not provided by the Council.

17. Any mooring position and type shall be subject to the Harbour Master's prior approval. Failure to obtain such approval will result in the vessel being moved at the owner(s) expense, to a suitable location and the latter shall be at the sole discretion of the Harbour Master.
18. No attachment whatsoever is to be affixed to the mooring chain provided by the Council, without the prior approval of the Harbour Master.
19. Outboard engines must be in a raised position when vessel(s) are moored and have the propeller and skeg covered with a plastic bucket or other approved protective cover, in order to prevent damage to other boats.

Failure to comply with any of these terms and conditions will result in the owner being required to remove their vessel and / or gear and / or equipment and / or property from the Council's property. The Council retains the right to remove such items, should the applicant not do so, at the applicant's expense. If any part of these terms and conditions shall be held to be illegal, invalid or unenforceable this will in no way affect the validity of the remaining parts of these Terms and Conditions.

### **Enquires, Arrangements to Pay & Failure to Pay**

If you wish to speak to someone concerning this invoice or are unable to make payment in full please telephone the Harbour Office as detailed on the front of this invoice. If you fail to pay or arrange a monthly direct debit plan within 28 days and do not contact the Harbour Office, legal proceedings may be commenced, and Ultimately the Council may arrest your vessel and your boat may be sold to recover the debt. If you are experiencing financial difficulties, please contact your nearest Citizens Advice Bureau who offer free independent advice or telephone the National Debtline on Freephone **0808 808 4000**.

### **Fair Processing Notice**

Information held by Torridge District Council complies and is processed in accordance with the Data Protection Act 1998. The information you have provided here will be used to process your facility application and may be disclosed to other departments of the Council, their partner agencies or other Local Harbour Authorities for the purposes of verifying the vessel ownership details and in the pursuance of efficient harbour management.

## Appendix 2

# WAITING LISTS

## BIDEFORD HARBOUR

### WAITING LIST PROCEDURE

- 1) The waiting list registration fee is **£25** for private berths and £50 for commercial berths. On receipt of the appropriate fee, your name will be placed on the relevant list. Please make cheques payable to 'Torridge District Council'.
- 2) The waiting list entry will be dated the same day the fee is received.
- 3) The registration fee is **NOT REFUNDABLE OR TRANSFERABLE**.
- 4) Under normal circumstances the applicant will only be given one offer of a facility. A second or third offer will only be made in exceptional circumstances. All applicants will have their name removed from the list if they have declined three offers of a harbour facility.
- 5) When a facility is offered and accepted, it can only be allocated to the person whose name is on the waiting list. The facility is **NOT TRANSFERABLE**.
- 6) When a facility is offered and accepted and no boat is immediately available, then the applicant **must pay the full fee** for the size of facility applied for, and then has twelve months to place their craft on the facility.
- 7) Often a waiting list will be banded dependent on the size of the facility. It is therefore important that applicants are certain about the size of facility required. The length entered on the waiting list form will not be adjusted up at a later date and an adjustment down in size may result in a transfer to a new list with a new entry date.
- 8) Applicants who live locally will be given priority over those applicants who live outside the Bideford area. (See the Bideford Harbour Operational Moorings and Facility Policy)
- 9) Unfortunately, applicants who have a disability do not have priority over other people on the waiting list.
- 10) From time to time applicants will be asked to provide written confirmation of their wish to stay on a particular waiting list. The applicant's details will be deleted from our records if written confirmation is **not** provided.
- 11) It is the applicant's responsibility to keep us advised of any change in the applicant's details, especially any **change of address**.

- 12) The terms and conditions of use of any facility are shown on the reverse side of any invoice/facility form agreement and are also found within the Bideford Harbour Operational Moorings and Facility Policy.
- 13) Partnerships must have been registered with the Harbour Authority when the facility was first allocated. Any subsequent changes of ownership or partnership buy out **will not be recognised** or count towards facility allocation. The Harbour Authority will not recognise shared ownership beyond one third. i.e. a maximum of three partners inclusive of the applicant. All partners must be over the age of 18 and meet the local residence requirements detailed in this policy with regard to facility allocation priority.