

APPENDIX A



SALTASH TOWN COUNCIL

PONTOON MOORING AGREEMENT

1. Allocation of Berths:

The order in which applicants are offered mooring positions will be decided by Saltash Town Council, taking account the type and size of vessel, the date of application and the applicant's geographical preferences. Moorings are for the sole use of the mooring Holder, or Holders in the case of joint ownership of a vessel. Where vessels are jointly owned, the Service Delivery Manager may require supporting documents such as insurance, or a bill of sale. Moorings may not be transferred, reassigned, sublet or sold, nor may berth Holders make any private arrangements to allow their moorings to be used by a third party.

If you wish to move to a vacant mooring, sell or change your boat you must contact Saltash Town Council. The Town Council will then decide if it is feasible to accommodate your change. If so the Town Council will draw up a new Pontoon Mooring Agreement to include the new Berth details for signing.

If this is not adhered to you will be considered to be in breach of your agreement and forfeit your licence to Saltash Town Council Pontoon.

2. Licence Holders Obligations

Licence Holders are responsible for the safety and security of their own vessels and equipment and must report any perceived defect in the integrity or positioning of their mooring, or proximity to other vessels, to a member of the Service Delivery Team as soon as possible.

Licence Holders will provide their own mooring gear and shall ensure the vessel is moored in such a manner and position as the Service Delivery Manager may require. Licence Holders shall provide the vessel with all the necessary warps and fenders and shall ensure it is left in a seaman-like manner so as not to cause damage, nuisance or annoyance to the pontoon or other users of the pontoon.

Licence Holders must gain the consent of Saltash Town Council for any change of vessel to be placed on their moorings. Consultation with the Service Delivery Manager is advised before changing boats as their mooring might not be suitable for the new boat. Under no circumstances will the Licence Holder have a vessel on the pontoon of greater length than that detailed below, without the prior authorisation of a Service Delivery Manager.

The berth licence is granted on the understanding that no commercial activities are conducted on the pontoon.

Licence Holders must inform the Town Council immediately in writing of any change of address or contact numbers.

3. Rental of Moorings

The Town Council has several moorings to rent to berth Holders on continuous agreement basis. If for any reason the agreement terms change you will be notified in writing of these changes. Saltash Town Council will offer Licences in order of application considering the size and type of vessel and applicant's berth preferences. Preference will be given to those who reside within the geographical borders of Saltash Town Council.

4. Vessel Identification

Berth Holders, on payment of their Licence fees, will be issued with an identification sticker indicating their berth position. This **MUST** be displayed upon their boat, visible from the pontoon, at all times.

5. Vacant Moorings

Licence Holders whose moorings will be left vacant for periods over 4 weeks must inform Saltash Town Council in writing. Saltash Town Council may let these moorings on a temporary basis, the fees arising will be shared equally by the Licence Holder and the Town Council in the first year. If a mooring is vacant for more than a 12-week period without written notification from the Licence Holder to Saltash Town Council, the Town Council will construe this to be notification that the Agreement is being terminated by the Licence holder and all fees will be retained by the Town Council. The Licence and berth will be reallocated to the next suitable applicant on the waiting list.

6. Termination of a Berth Holding

All mooring transactions will be carried out by Saltash Town Council. Licence Holders who wish to relinquish their mooring shall notify Saltash Town Council by giving fourteen days' notice in writing. Any refund will be at the discretion of the Town Council. Any serious breach of the Agreement could result in immediate termination of the Licence Holders' licence without refund.

The Town Council may terminate a Licence, at any time and for whatsoever reason by giving fourteen days' notice in writing to the Licensee. In the event that such notice shall expire prior to the end of the licence period, the Licensee shall be entitled, upon removal of the vessel to reimbursement of the berthing fee pro rata for the unexpired part of the Licence period, subject to a 20% administrative fee.

All mooring gear etc., must be removed from the pontoon at the Licence Holders expense within seven days of expiry or termination of the Licence. Failure to do so will empower the Town Council to remove the gear/equipment at the Licence Holders expense, without any liability whatsoever on the Town Council

7. Licence Fees

Fees for Licences are agreed annually by Saltash Town Council. The Licence period is from 1st April to 31st March. Annual fees are payable by the 15th April.

Licence fees are inclusive of VAT. All fees must be paid before the mooring is occupied.

8. Arrears of Licence Fees

Any person whose Licence fees are unpaid after the 15th April is liable to have both the privilege of Licence Holder-ship and the allocation of their mooring position suspended. Licence Holders whose mooring fees are still unpaid after the 1st May shall cease to be Licence Holders. They must vacate their moorings immediately or will incur charges at the current daily rate.

The Town Council reserves the right to remove/dispose of any unlicensed boat 4 weeks after expiration of the licence at the Licence Holders' expense.

9. Live-aboards

Permanent residence on boats on Town Council moorings is forbidden. Potential Licence Holders who wish to live on-board permanently will not be allocated a mooring. Existing Licence Holders and visitors who wish to live on board their boats may do so for periods not exceeding two weeks, upon informing Saltash Town Council in writing, but may exceptionally be granted extensions of that period with the approval of the Town Council.

10. Non-Licence Holders' use of Moorings

Non-licence Holders will be permitted to stay on a vacant Town Council mooring for up to four weeks on condition that the appropriate mooring fee has been paid. In exceptional circumstances, and at Saltash Town Council discretion, lets of more than four weeks may be permitted. All temporary berth Holder-ship is at the discretion of Saltash Town Council.

The Town Council reserves the right to immediately remove any vessel that does not have Saltash Town Council's permission, to be moored on the pontoon.

11. Loss or Damage:

The Town Council shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as severe weather conditions, the actions of third parties not employed by the Town Council or any defect in a customer's or third party's property); this extends to death or personal injury however caused, and to loss or damage to vessels, gear, equipment or other property either on the vessel or the pontoon.

12. Movement of Moorings:

The Town Council reserves the right to move any vessel at its discretion, in the interests of safety or in the interest of the efficient management of the pontoon moorings. Licence Holders whose vessels are moved for safety or efficiency will be offered a suitable alternative where possible.

13. Insurance:

Third Party Insurance. Owners of vessels moored on the pontoon areas shall ensure such vessels are covered by at least third-party insurance of a minimum of **two and half million pounds (£2.5M)**. Such insurance shall include removal of the vessel if it is wrecked/sunk while occupying the pontoon or a Town Council mooring, any damage caused to the pontoon or other property and vessels and

to cover any damage caused by pollution or fire. A copy of your current insurance certificate **MUST** be supplied annually to Saltash Town Council to be kept on record with your agreement.

Insurance Policy Documents MUST be in the name of the Licence Holder who will also be the Boat Owner

14. Swimming/Fishing:

The Licence Holder agrees not to fish from the pontoon or use the pontoon for diving/swimming. The Licence Holder also agrees not to allow any guest or crew member on the pontoon to engage in fishing off the pontoon or to allow a guest/crew member to dive/swim from the pontoon. Failure to adhere to this will render the Licence Holder liable to having his mooring cancelled.

15. Pontoon Access:

All Licence Holders will be issued with a programmed Gate Access Fob which is allocated to the Berth. Only one Gate Access Fob will be issued per berth. The Gate Access Fob is only to be used by the Licence Holder and **MUST NOT** be loaned out to any other person. If a gate access code is issued at any time, the code **MUST NOT** be shared with any other person. Failure to adhere to this will render the Licence Holder liable to having his mooring agreement cancelled.

16. Obstacles on Pontoon:

The Licence Holder agrees not to leave any equipment or gear on the pontoon, and to remove any litter/rubbish from the pontoon.

17. Saltash Town Council:

Shall not, by granting a licence, be deemed to have given any warranty or condition as to the maintenance of a sufficient, or any, level of water at the pontoon.

18. Repair Work:

Repairs or other work may be carried out on vessels on the pontoon, but Saltash Town Council reserves the right to direct that any work being carried out should cease if considered the work is being carried out in a dangerous or obstructive manner, or for any reason considered it is undesirable for it to proceed.

19. Saltash Town Council:

Reserves the right to request Licence Holders to remove their vessel from the pontoon for up to 7 days per annum to accommodate regattas/festivals/maintenance, by giving fourteen days' notice in writing.

20. Disputes:

Any dispute arising from the holding of a Town Council Pontoon Berth Licence shall be referred to the Town Council. The Town Council's decision will be final.

Saltash Town Council – Pontoon Mooring Agreement 2022-23

Berth Number/ Boat Name: «Berth_number_and_boat_name»

Boat Length: «Length_of_boat»

Commercial or Non-Commercial: «Commercial_or_NonCommercial»

On payment of the Annual fee of £.....Inc. VAT

(An invoice will be issued on confirmation of your acceptance of the terms and conditions and receipt of Certificate of Insurance.)

Payment and a copy of your insurance must be received by the 30th April to avoid forfeiting your licence to use Saltash Town Council Pontoon

Saltash Town Council hereby grant:

Applicant Name: «Name»

Applicant Address: «Address_» «Address1» «Address2»

Post Code: «Postcode»

Applicant Phone Numbers: «Phone_number»

Applicant Email: «email_address»

A licence to occupy one private mooring in the above stated pontoon berth:

Signed.....
Sinead Burrows, Town Clerk, Saltash Town Council

I (the applicant) agrees to all the above terms and conditions:

Signed.....
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Print name.....

Date.....