

APPENDIX B



SALTASH TOWN COUNCIL TRUSTED BOAT OWNER SCHEME AGREEMENT

The Trusted Boater Scheme was initiated to enable as many boaters as possible to have access to the Pontoon, considering there are a limited number of full-time berths available. Please note that the maximum size of boat that we are able to accept in the scheme is **50ft or 15.25m**.

The scheme is run for a fee that allows members to access the Pontoon 24 hours per day, 7 days a week for the purpose of embarkation / disembarkation, and the agreed 2 hours' free stay per any 24-hour period. Scheme members who pay for access for 1st April – 31st March are entitled to two free overnight stays per 12 month period. Scheme members who pay for access 1st September - 31st March are entitled to one free overnight stay per winter season period.

On receipt of the completed Trusted Boater Scheme Agreement and annual fees, members are issued a programmed Gate Access Fob to enable access onto the Pontoon as described above. Scheme members must observe the Pontoon Rules and Regulations and note that **no** berthing right is conferred onto a scheme member.

1. Qualification:

To qualify for the Scheme, boaters must register the name, address, contact details, boat details (including details of any Tender/Rib if applicable) and insurance details (including details of any Tender/Rib if applicable). Insurance must be at least £2.5million. Such insurance shall include removal of the vessel if it is wrecked/sunk whilst occupying the Pontoon, and any damage caused to the Pontoon or other property and vessels. Also, to cover any damage caused by pollution or fire.

You will need to provide a copy of your insurance certificate to be kept on file with your Agreement. The name on the insurance documents must be the same as the scheme membership application.

2. Membership Fees:

Fees for membership are agreed annually by the Town Council. The membership period is from 1st April to 31st March. Annual fees are payable by **15th April** prior to commencement of membership. Membership fees are inclusive of VAT.

The key/fob fee is non-refundable or transferable in the event of the scheme member leaving the scheme.

3. Pontoon Access:

All Scheme Members will be issued with a programmed Gate Access Fob. Only one Gate Access Fob will be issued per scheme member. The Gate Access Fob is only to be used by the scheme member 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 scheme membership liable to cancellation.

4. Scheme Members Obligations:

Scheme members are responsible for the safety and security of their own vessel, equipment, and safekeeping of the key/fob. In the event of a lost key/fob a small charge may be levied for a replacement.

Scheme members will provide their own mooring gear and shall ensure the vessel is moored in such a manner and position the Town Council may require. All vessels shall be moored in a seamanlike manner so as not to cause damage, nuisance, or annoyance to the Pontoon or other users of the Pontoon.

Scheme members must inform the Town Council immediately of any change of address, contact numbers or vessel registered on the scheme.

5. Obstacles on the Pontoon:

The Scheme Member agrees not to leave any equipment or gear on the Pontoon, and to remove any litter/rubbish from the Pontoon.

6. Swimming/Fishing/Anti-Social behaviour:

The scheme member agrees not to fish from the Pontoon or use the Pontoon for diving/swimming or behave in an anti-social manner. The scheme member also agrees not to allow any guest or crew member on the Pontoon to engage in fishing, swimming, diving or anti-social behaviour. Failure to adhere to this will render the member having their membership suspended.

7. Repair Work:

Only urgent repair work may be carried out on the Pontoon, with the prior agreement from the Town Council. The Town Council reserves the right to direct that any work being carried out should cease if he considers the work is being carried out in a dangerous or obstructive manner.

8. Berth Rights:

Being a member of the Trusted Boater Scheme does **not** confer any berthing rights on to the member. The scheme only allows access to the main Pontoon, not any of the Licenced Finger Berths. Any member found to be occupying a Licenced Finger Berth without prior permission from the Town Council is liable to have their key/fob suspended. Any member mooring under the Pontoon Gantry is liable to have their key/fob suspended.

9. Extended Stays:

Upon payment of the annual fee, the member will qualify for two (2) extended stays on the Pontoon, not exceeding 24 hours each, per annum. These extended stays **MUST** have the prior agreement from the Town Council.

10. Temporary Scheme Suspension:

The Town Council reserves the right to suspend the scheme for up to seven (7) days per annum to accommodate regattas, festivals, maintenance etc. by giving fourteen (14) days' notice in writing, or by electronic means.

11. Loss or Damage:

The Town Council shall not be liable for any loss or damage 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 customers 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. Disputes:

Any dispute arising from membership of the scheme shall be referred to the Town Council. The Town Council's decision will be final.

I agree to the above terms and conditions

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£100 1st April – 31st March

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£50 1st September – 31st March

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

Address.....

.....

Post Code..... Phone No.....

Email..... Boat name.....

OFFICE TO COMPLETE

Fee paid..... Date.....

From date..... To date

Deposit paid..... Date.....

Signed on behalf of Saltash Town Council.....

Print name.....