



Calstock Parish Council

Moorings Agreement

2022

**Calstock Parish Council, Tamar Valley Centre, Cemetery Road,
Drakewalls, PL18 9FE. 01822 748847**
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Mooring Regulations

- 1.1 In consideration of the agreements on the part of **Person** hereinafter contained, person is hereby permitted to use **chain/ring number** at any time or times during the continuance of this Agreement subject to the provisions hereinafter contained a boat not exceeding 20ft on a ring and 15ft on a chain (chains from the slipway to the pontoon).
 - 1.2 As from 31st May 2021, preferential consideration will be given for the offer of moorings to applicants living within the Calstock Parish Council area. Present mooring holders living outside this area may retain their moorings until no longer required.
- 2. In consideration of the permission herein before given person agrees with the Council:**
- 2.1 To make the following payments to the Council: The charge for the year 01 June 2022 to 31st May 2023 shall be **£130 for a ring and £90 for a chain** for each year, thereafter an amount to be specified by notice in writing by the Council to the Licensee, on or before 01 June each year.
 - 2.2 To take out a minimum of third-party insurance on the vessel and provide proof of insurance before acquisition of mooring.
 - 2.3 To use the chain/ring number for tying up a boat only.
 - 2.4 Not to use or permit to be used chain/ring number for any boat which is not owned at the time by that person.
 - 2.5 Not to assign formally or informally for any period of time whatsoever the whole or any part of his/her rights under this Agreement.
 - 2.6 Not to use or permit to be used chain/ring number for the purposes of any trade or business whatsoever.
 - 2.7 Not to display or permit to be displayed any notice, sign, advertisement or placard on or about chain/ring number other than that indicating the name and or/ownership of a boat.
 - 2.8 Not to cause or permit any nuisance on or around chain/ring number which would be to the detriment of the public in general, or adjacent users.

- 2.9 To pay to the Council on demand the cost of making good any damage caused - providing any such damage is not caused by the Council or its servants.
- 2.10 To keep chain/ring number and the surrounding area clean, tidy and free from litter and rubbish at all times, or advise Council of litter problems.
- 2.11 To carry out the instructions of the Council's staff or agents relating to the use of chain/ring number and the mooring area in general.
- 2.12 Not to use chain/ring number or its surrounding area for the carrying out of significant repairs or maintenance.
- 2.13 To inform the council if you intend to leave your mooring empty more than 4 weeks between 01 April and 30th October - if your mooring has been empty for a number of months the council may terminate your agreement and reimburse you for the remaining period of your lease and reassign the mooring to someone on the waiting list.
- 2.14 Notwithstanding point 2.13, the council advise licence holders to remove their vessels during the winter months to prevent damage to them which ultimately result in vessels remaining unused and needing to be removed by the council. Notice should still be given to the council to inform them of this.
- 2.15 Boat owners must maintain their boats in a good and seaworthy condition and are responsible for the safety and security of their own vessels and equipment. If a vessel is deemed to have become unusable the council retain the right to ask for it to be removed, or for an abandoned notice to be served on it.

3. It is hereby agreed and declared as follows: -

- 3.1 Neither the Council nor person shall permit boats other than in accordance with the foregoing provisions of this Agreement than person and the Council or any of them may take such steps as are lawful to arrange for the removal of the boat. A 28 day notice will be displayed on the boat, before removal by the Council.
- 3.2 The Council, its servants and agents do not accept any responsibility for any accident loss or damage to boats (including any accessories or contents) whatsoever or howsoever caused and all persons using the whole or part of the mooring area, including chain/ring number do so at their own risk.

- 3.3 The Council retains possession of the chains/rings and may do - or authorise the doing of - anything on or about chain/ring provided they do not restrict or interfere with the rights of the person under this Agreement save that the Council shall be entitled to carry out such works of repair and maintenance as they shall in their absolute discretion think fit whether or not this temporarily interferes with the rights of person under this Agreement.
- 3.4 The Council may substitute for all purposes of this Agreement chain/ring number for another space in the same area at any time during the currency of this Agreement.
- 3.5 If at any time person shall have failed to observe any of the terms of this Agreement the Council may at any time thereafter terminate this Agreement by not less than seven days' notice in writing.
- 3.6 Any notices served pursuant to this Agreement shall be in writing and shall be deemed to have been properly served on person addressed to him/her at his/her last known address or place of abode. A 28 day of notice will be displayed on the boat.
- 3.7 On the expiration or sooner determination of this Agreement person will leave chain/ring number and its surrounding area vacant, neat, tidy and free from rubbish.
- 3.8 This agreement may be determined by either party giving to the other not less than three months' notice in writing expiring on 31st March in any year and on the expiration of any such notice this agreement shall absolutely cease and determine but without prejudice to any claim by the Council in respect of any breach of the agreements on the part of the licensee hereinbefore contained

4. Pontoon Activities/Personal watercraft

- 4.1 The long outer side of the pontoon is for the use by the 'Pleasure Trip' boats,
- 4.2 No tenders, kayaks, canoes or personal watercraft to be left on the pontoon.
- 4.3 Mooring alongside the Pleasure Trip boat side of ponton in emergencies only, or for the embarking/disembarking for passengers, or loading goods. In the case of emergencies, mooring the vessel alongside the pontoon is restricted to no longer than 2 low waters.

4.4 Other moorings allowed for two low tides only unless written permission has been granted by the Council

4.5 No person shall operate, or cause to be operate a jet ski, power-board, water bike, aqua-scooter, or similar personal watercraft withing the mooring areas.

5. **Dispute**

5.1 In the case of any dispute, the judgement of the Parish Clerk will be taken as final.