

Friday, 18 June 2021

## **HARBOUR COMMITTEE – REVISED AGENDA**

A meeting of **Harbour Committee** will be held on **Monday, 28 June 2021** commencing at **5.30 pm**

The meeting will be held in the Assembly Room at the Town Hall, Torquay for decision makers all other interested parties are encouraged to attend remotely via Zoom (the links to the meeting are set out below)

<https://us02web.zoom.us/j/84382450829?pwd=OGNQUnplaWdCOGNPRGsyNnNnYXN4Zz09>

Meeting ID: 843 8245 0829      Passcode: 320236

One tap mobile  
+442034815240,,84382450829#,,,,\*320236# United Kingdom

Where a person would like to attend in person, it is requested that they notify our Governance Support Team on 207087 or [governance.support@torbay.gov.uk](mailto:governance.support@torbay.gov.uk), so that arrangements can be made to ensure meetings are held safely, in accordance with Covid secure guidelines.

### **Members of the Committee**

Councillor Amil (Chairwoman)

Mr Blazeby

Mr Day

Mr Ellis

Mr Young

Councillor Barrand

Councillor Brooks

Councillor Carter

Councillor Dudley (Vice-Chair)

Councillor Ellery

Councillor O'Dwyer

Councillor Mills

---

## **Together Torbay will thrive**

---

Download this agenda via the free modern.gov app on your [iPad](#), [Android Device](#) or [Blackberry Playbook](#). For information relating to this meeting or to request a copy in another format or language please contact:  
**Lisa Antrobus, Town Hall, Castle Circus, Torquay, TQ1 3DR**

Email: [governance.support@torbay.gov.uk](mailto:governance.support@torbay.gov.uk) - [www.torbay.gov.uk](http://www.torbay.gov.uk)

# HARBOUR COMMITTEE REVISED AGENDA

1. **Apologies**  
To receive apologies for absence, including notifications of any changes to the membership of the Committee.
2. **Minutes** (Pages 6 - 15)  
To confirm as correct records the Minutes of the meetings of this Committee held on 21 September 2020, 21 December 2020 and 22 March 2021.
3. **Declarations of interest**
  - (a) To receive declarations of non pecuniary interests in respect of items on this agenda  
**For reference:** Having declared their non pecuniary interest members may remain in the meeting and speak and, vote on the matter in question. A completed disclosure of interests form should be returned to the Clerk before the conclusion of the meeting.
  - (b) To receive declarations of disclosable pecuniary interests in respect of items on this agenda  
**For reference:** Where a Member has a disclosable pecuniary interest he/she must leave the meeting during consideration of the item. However, the Member may remain in the meeting to make representations, answer questions or give evidence if the public have a right to do so, but having done so the Member must then immediately leave the meeting, may not vote and must not improperly seek to influence the outcome of the matter. A completed disclosure of interests form should be returned to the Clerk before the conclusion of the meeting.  
  
(**Please Note:** If Members and Officers wish to seek advice on any potential interests they may have, they should contact Governance Support or Legal Services prior to the meeting.)
4. **Urgent items**  
To consider any other items that the Chairman decides are urgent.
5. **Terms of Reference of Harbour Committee** (Pages 16 - 17)  
To note the attached Terms of Reference.
6. **Harbour Asset Review Working Party**  
To appoint two External Advisors to the Harbour Asset Review Working Party.
7. **Harbour Budget Review Working Party**  
To appoint two External Advisors to the Harbour Budget Review Working Party.

8. **Pilotage Review Working Party**  
To appoint an external advisor to the Pilotage Review Working Party.
9. **Tor Bay Harbour Authority Revenue Outturn 2020/21** (Pages 18 - 23)  
To note a report that provides Members with the details of the Tor Bay Harbour Authority final expenditure and income figures against budget targets for 2020/21.
10. **Tor Bay Harbour Budget Monitoring 2021-22** (Pages 24 - 30)  
To receive the latest budget monitoring report for 2021/22.
11. **Port Marine Safety Code** (Pages 31 - 35)  
For Members to note the latest accident statistics for the Harbour Authority's operational area.
12. **Update to the Moorings Policy** (Pages 36 - 79)  
To agree that the Tor Bay Harbour Authority Operational Moorings & Facilities Policy Version 17 be replaced by the Tor Bay Harbour Authority Operational Moorings & Facilities Policy Version 16 (as circulated) and that the Director of Place to work with the heritage boat owners to agree a new and additional operational protocol for the mooring of Heritage vessels in Brixham Harbour.

#### **Instructions for the Press and Public for joining the meeting**

To meet Covid-19 secure arrangements this meeting will be held via a hybrid system with the actual decision makers e.g. members of the Committee and key officers meeting in person, at the Town Hall, Torquay. All other people which includes persons who have registered to speak, are encouraged to attend remotely via Zoom.

People will not be prohibited from attending meetings in person but where that number exceeds our maximum Covid-19 secure numbers, the meeting will be adjourned to enable the meeting to continue safely in an alternative location.

Where persons would like to attend meetings in person, it is requested that they notify our Governance Support Team on (01803) 207087, so that arrangements can be made to ensure meetings are held, in accordance with Covid secure guidelines.

If you are joining remotely, via an iPad you will need to install Zoom which can be found in the App Store. You do not need to register for an account just install the software. You only need to install the software once. For other devices you should just be taken direct to the meeting.

### **Joining a meeting remotely via Zoom**

Click on the link provided on the agenda above and follow the instructions on screen. If you are using a telephone, dial the Zoom number provided above and follow the instructions. (**Note:** if you are using a landline the call will cost up to 13p per minute and from a mobile between 3p and 55p if the number is not covered by your inclusive minutes.)

You will be placed in a waiting room, when the meeting starts the meeting Host will admit you. Please note if there are technical issues this might not be at the start time given on the agenda.

Upon entry you will be muted and your video switched off so that only the meeting participants can be seen. When you join the meeting the Host will unmute your microphone, ask you to confirm your name and update your name as either public or press. Select gallery view if you want see all the participants.

If you have joined the meeting via telephone, your telephone number will appear on screen and will be displayed for all to see until the Host has confirmed your name and then they will rename your telephone number to either public or press.

### **Meeting Etiquette - things to consider when attending a virtual meeting**

- Background – the meeting is public and people will be able to see what is behind you therefore consider what you will have on display behind you.
- Camera angle – sit front on, upright with the device in front of you.
- Who else is in the room – make sure you are in a position where nobody will enter the camera shot who doesn't want to appear in the public meeting.
- Background noise – try where possible to minimise background noise.
- Aim to join the meeting 15 minutes before it is due to start.

**Minutes of the Harbour Committee**

**21 September 2020**

**-: Present :-**

Councillor Amil (Chairwoman)

Councillors Barrand, Bye, Carter, Dudley, O'Dwyer, Ellery and Mills

External Advisors: Mr Ellis, Mr Stewart and Mr Young

(Also in attendance: Councillor Darren Cowell, Councillor Robert Loxton and Councillor Mike Morey)

---

**85. Apologies**

It was reported that the membership of the Committee had been reduced and that Councillor Dart was no longer a member of the Committee.

**86. Appointment of External Harbour Advisor**

The Committee was advised that following an application and interview process, the Harbour Appointments Sub-Committee was pleased to recommend the appointment of Barry Young as an External Advisor to the Harbour Committee.

Resolved:

That Barry Young be appointed as an External Harbour Advisor to the Harbour Committee for a period of four years until September 2024 (unanimous).

**87. Tor Bay Harbour Business Plan 2020-21**

Members considered a report on the Tor Bay Harbour Business Plan for 2020/21. The Tor Bay Harbour Master informed Members that the business plan was based upon the approved budget and was due to be presented to the Committee in March when the meeting was cancelled due to Covid-19 and therefore reflected the position as at March. Members raised a number of concerns with the Business Plan, particularly, in respect of the changes to the budget and issues impacted by Covid-19.

Resolved:

- (i) that the Harbour Business Plan set out in Appendix 1 to the submitted report be noted; and

- (ii) that the Tor Bay Harbour Master, in consultation with the Chairman of the Harbour Committee, be requested to review the Business Plan in light of the comments made at the meeting (unanimous).

**88. Review of the Tor Bay Harbour Authority Asset Management Plan**

Members considered and noted a report which set out the Tor Bay Harbour Authority Asset Management Plan. Members were informed that the Asset Management Plan was the means by which the Harbour Committee met its obligations to provide strategic direction for those assets within the harbour estate.

**89. Tor Bay Harbour: Operational Moorings and Facilities Policy**

The Committee considered and noted a report which set out minor changes to the Operational Moorings and Facilities Policy. The Harbour Master informed Members that the policy ensured a consistent, fair and equitable approach was applied to new, existing and potential facility users.

**90. Tor Bay Harbour Arts Policy**

Members considered the submitted report on a proposed policy to manage art installations around the harbour estate.

Resolved:

That the Harbour Arts Policy and application form set out at Appendices 1 and 2 to the submitted report be approved (unanimous).

**91. Tor Bay Harbour Authority Revenue Outturn 2019/20**

Members noted a report that provided details of the Tor Bay Harbour Authority final expenditure and income figures against budget targets for 2019/20. A number of concerns were raised in respect of some of the budget lines, particularly in respect of the gain share and funding being moved to the Corporate Centre.

The Harbour Committee noted the final outturn as reported at Appendix 1 to the submitted report and the Harbour Master's use of delegated powers to waive certain harbour charges during 2019/20 which amounted to £5,574.74.

Members noted that the Chairman had agreed to ensure that a Harbour Budget Working Party was arranged to explore the issues raised at the meeting further.

**92. Tor Bay Harbour Budget Monitoring 2020-21**

The Harbour Committee noted a report that provided an update on income and expenditure projections in 2020/21. The report identified the overall budgetary position for Tor Bay Harbour Authority as at the end of August 2020 to enable appropriate action to contain expenditure and maintain reserves at sufficient levels.

In particular, Members noted:

- (i) the amended outturn projections and adjustments to the Reserve Funds (Appendix 1 to the submitted report);
- (ii) that harbour reserves are projected to be depleted to £0 in 2021;
- (iii) the Head of Torbay Harbour Authority's use of delegated powers to make decisions in relation to the harbour budget;
- (iv) the Harbour Master's use of delegated powers to waive certain harbour charges which to date amounts to £11,449; and
- (v) that the loan made in November 2014 of £86,000 from Harbour Committee reserves to another Council department remains outstanding.

The Committee expressed concern in respect of the large increases in external support costs, the gain share not being followed, the costs transferred to the Corporate Centre and that the loan to other Council departments had not been repaid, which had significantly impacted on the Harbour's ability to predict a balanced budget and had resulted in an anticipated deficit budget for the current financial year.

Members noted that the Tor Bay Harbour Master and Director of Place would be exploring how much funding would be required in year to ensure that the Harbour account breaks even, ensures sufficient funding to enable health and safety obligations to be met and improve and expand the harbour estate to maximise income opportunities and that the Deputy Leader of the Council and Cabinet Member for Finance had given his assurance that the Cabinet were aware of the issues and would be working with officers to find a suitable way forward.

Members requested that the Harbour Budget Working Party be convened as soon as possible to consider the in-year budget position and to develop the proposals for 2021/2022.

### **93. Port Marine Safety Code and Health & Safety Matters**

Members noted the report that set out the accident/incidents recorded across Tor Bay Harbour and harbour estate. There had been three incidents of note in connection with the Port Marine Safety Code and actions had been implemented as a result of these incidents. There were eight reportable minor health and safety incidents, all of which had been addressed.

The Committee noted that the Council had invested in new health and safety software SHE Assure, which would support the effective monitoring of health and safety across the whole of the Council and the implementation of new asset management software for the harbour estate and the additional short term time

required by Harbour Staff to transfer the data and receive appropriate training to ensure that they were fully utilised.

At the end of the meeting the Chairman announced that she would be looking to set dates with the Tor Bay Harbour Master for the Harbour Liaison meetings to ensure that they could continue to engage with users prior to formal meetings of the Committee.

Chairman

---



## **Minutes of the Harbour Committee**

**21 December 2020**

**-: Present :-**

Councillor Amil (Chairwoman)

Councillors Barrand, Bye, Dudley, O'Dwyer, Ellery, Mills and Cowell

External Advisors: Mr Blazeby, Mr Ellis and Mr Stewart

(Also in attendance: Councillors Loxton and Morey)

---

### **94. Opening**

The Chairwoman opened the meeting with a minute's silence as a mark of respect for the two fishermen, Adam Harper who tragically lost his life and Robert Morley who was missing at sea following the sinking of the Brixham fishing boat the Joanna C.

### **95. Apologies**

Apologies for absence were received from External Advisors Mr Day and Mr Young.

It was reported that, in accordance with the wishes of the Liberal Democrat Group, the membership of the Committee had been amended for this meeting by including Councillor Cowell instead of Councillor Carter.

### **96. Harbour Budget 2021/2022 and Schedule of Fees and Charges**

The Committee considered the submitted report which provided members with the opportunity to review the level of harbour charges to be levied by Tor Bay Harbour Authority, on behalf of the Council as the Harbour Authority, for 2021/22 and to consider the Tor Bay Harbour Authority budget for 2021/22. A revised Appendix 2 was circulated prior to the meeting.

Councillor Ellery proposed and Councillor Cowell seconded a motion as set out below:

- (i) that the recommendation of the Harbour Budget Working Party to increase harbour fees and charges by an representative average of 2.0%, as set out in Appendix 1 to the submitted report, be approved;

- (ii) that the proposed Harbour Authority budget for 2021/22, as set out in revised Appendix 2 to the submitted report and attached to these minutes, be approved; and
- (iii) that the Harbour Budget Working Party continue to monitor the revenue budget and to recommend a budget for 2022/22.

During the debate Councillor O'Dwyer proposed and Councillor Bye seconded an amendment to the motion as follows:

- (iv) that the Committee note it is not meeting its duty as a Harbour Committee to ensure the funds are kept above the minimum contingency level.

On being put to the vote, an equality of votes was declared. Therefore, in accordance with Standing Order A18.2, the Chairwoman used her casting vote, voted against the amendment and the amendment was declared lost.

Councillor Ellery's and Councillor Cowell's original motion was then considered by the Committee which was agreed, as set out below:

- (i) that the recommendation of the Harbour Budget Working Party to increase harbour fees and charges by an representative average of 2.0%, as set out in Appendix 1 to the submitted report, be approved;
- (ii) that the proposed Harbour Authority budget for 2021/22, as set out in revised Appendix 2 to the submitted report and displayed at the meeting, be approved; and
- (iii) that the Harbour Budget Working Party continue to monitor the revenue budget and to recommend a budget for 2022/22.

#### **97. Tor Bay Harbour Budget Monitoring 2020-21**

Members noted the submitted report that provided details of projections of income and expenditure for the year 2020/21 compared with approved budgets. The report identified the overall budgetary position as at the end of November 2020 to enable appropriate action to contain expenditure and maintain reserves at appropriate levels.

The Tor Bay Harbour Master highlighted to members that the level of Harbour Reserve was forecasted to be depleted by end of the 2020/21 financial year.

#### **98. Port Marine Safety Code Compliance**

The Harbour Committee noted the submitted report detailing the annual Port Marine Safety Code (the code) compliance audit undertaken by the Devon Audit Partnership. Members noted the code was not mandatory and did not create any

new legal duties, however the code represented good practice as recognised by a wide range of industry stakeholders and a failure to adhere to good practice may be indicative of a harbour authority being in breach of certain legal duties.

Members noted that the Devon Audit Partnership, the appointed 'Designated Person' had provided the opinion that Tor Bay Harbour Authority had remained compliant with the requirements of the code.

**99. Port Marine Safety Code and Health & Safety matters**

The Head of the Tor Bay Harbour Authority presented the submitted report which updated the Committee on topical Port Marine Safety Code (PMSC) matters including accident or incident data. The Committee noted the three main PMSC incidents as outlined in the submitted report. The Head of Tor Bay Harbour Authority advised the Committee that the recruitment of a dedicated Health and Safety Officer for the Harbour authority was underway and he was also liaising with the Police for a Maritime Support Officer to help reduce anti-social behaviour.

**100. Harbour Committee Terms of Reference**

The Committee noted a technical change to its terms of reference (as attached to the agenda), which arose from the annual Port Marine Safety Code compliance audit undertaken by the Devon Audit Partnership.

**101. Torquay/Paignton and Brixham Harbour Liaison Forums**

The minutes of the joint Torquay, Paignton and Brixham Harbour Liaison Forum held virtually via Zoom on 12 December 2020, as circulated prior to the meeting, were noted.

---

Chairwoman

Expenditure	2019/20 Final Outturn £ ,000	2020/21 Base Budget £ ,000	2020/21 Revised Budget £ ,000	2021/22 Proposed Budget £ ,000	2022/23 Provisional Budget £ ,000	2023/24 Provisional Budget £ ,000	2024/25 Provisional Budget £ ,000
Harbour Employee Costs	612	651	652	717	735	754	773
Premises Costs:-							
Repairs and Maintenance	261	322	304	303	280	280	280
Repairs and Maintenance - Dredging				150			
Energy & Water	268	184	240	245	247	252	257
Cleaning & Waste	124	107	90	99	101	103	105
Other Premises & Insurance costs	130	115	134	126	128	131	133
Operational Costs:-							
Security Services including CCTV	132	141	141	144	146	149	152
Professional Services	69	59	59	60	61	63	64
Equipment and V&P	91	45	45	49	50	51	52
Other Services	108	108	110	112	113	115	118
General & administration expenses	89	83	59	60	61	63	64
Internal Support Services	181	185	239	244	248	253	258
User Charges Concessions	15	14	11	11	11	12	12
Capital Charges							
Torquay Town Dock	81	81	81	81	81	81	81
Torquay Inner Harbour pontoons	54	54	54	54	54	54	54
Torquay Haldon Pier	81	81	81	81	81	81	81
Brixham Harbour regeneration	282	282	282	282	282	282	282
Other schemes	49	39	38	38	38	38	38
Contribution to Multi-Agency funding	0	0	0	5	0	0	0
Contribution to General Fund - EHO	25	25	25	25	25	25	25
Contbn to General Fund (Asset Rental)	802	802	852	702	702	702	702
	<b>3,454</b>	<b>3,377</b>	<b>3,497</b>	<b>3,589</b>	<b>3,446</b>	<b>3,488</b>	<b>3,531</b>
<b>Income</b>							
Rents and Rights :-							
Property and Other Rents/Rights	589	607	563	623	623	623	623
Marina Rental	461	453	453	462	471	481	490
Operating Income :-							
Harbour Dues	172	154	58	158	161	164	168
Visitor and Slipway	74	65	56	67	68	69	70
Mooring fees	213	206	256	210	214	218	222
Pontoon Berths	587	598	591	613	625	638	651
Fish Tolls	993	982	900	1,000	1,000	1,000	1,000
Recharged Services	136	135	153	163	166	170	173
Harbour Facilities charges	82	76	66	78	79	81	82
Licences & Contractor passes	31	29	40	35	36	36	37
Reserved Car Parking	43	44	30	40	41	42	42
Miscellaneous & Administration charges	46	28	41	29	29	30	30
Contributions from Reserve	11	0	0	0	0	0	0
Contribution from GF - Dredging				150			
Covid-19 Grant			125				
	<b>3,438</b>	<b>3,377</b>	<b>3,332</b>	<b>3,627</b>	<b>3,514</b>	<b>3,551</b>	<b>3,589</b>
<b>Operating Surplus /(Deficit)</b>	<b>(16)</b>	<b>(0)</b>	<b>(165)</b>	<b>39</b>	<b>68</b>	<b>63</b>	<b>58</b>
Gain share contribution to General Fund	0	0	0	0	0	0	0
Gain share contribution to Harbour Reserve	0	0	0	0	0	0	0
Shortfall in Council contribution (2019/20 budget)	(50)	0	0	0	0	0	0
Net (Deficit)	<b>(66)</b>	<b>(0)</b>	<b>(165)</b>	<b>39</b>	<b>68</b>	<b>63</b>	<b>58</b>
<b>RESERVE FUND</b>							
Estimated Opening Balance as at 1st April	741		380	10	50	119	184
Interest Receivable	6		1	1	1	1	1
Net Surplus / (Deficit) from Revenue Account	(66)		(165)	39	68	63	58
Withdrawals - Harbour Schemes	(301)		(206)	0	0	0	0
Expected Closing Balance as at 31st March	<b>380</b>		<b>10</b>	<b>50</b>	<b>119</b>	<b>184</b>	<b>243</b>
Minimum Reserve Level	688	675	666	725	703	710	718

Notes

- A The structure from 2021/22 includes a new health & safety related post together with additional days capacity for administration
- B A programme of dredging works at Brixham Harbour will be funded by a contribution from the General Fund
- C Charges for corporate and governance services have been discounted in previous years but are being applied in full from 2020/21.
- D Funding of a 12 month pilot for dedicated police support at Tor Bay Harbour locations.
- E The increased figure from 2021/22 reflects a new lease of the Brixham Fish Market and a full rental from Harbour Light restaurant
- F Fish toll income levels are based on industry forecasts
- G Funding of capital schemes e.g. Brixham H&S works, Brixham Water Metering, Paignton Harbour Light redevelopment

## **Minutes of the Harbour Committee**

**22 March 2021**

**-: Present :-**

Councillor Amil (Chairwoman)

Councillors Barrand, Bye, Carter, Dudley (Vice-Chair), O'Dwyer, Ellery and Mills

External Advisors: Mr Young and Mr Ellis

(Also in attendance: Councillor Darren Cowell and Councillor Mike Morey)

---

### **102. Apologies**

It was reported that Mr Mike Stewart's (external advisor) term of office had ceased. Mr Stewart's contribution to the Committee over the years was noted.

Apologies for absence were received from Mr Blazeby and Mr Day.

### **103. Tor Bay Harbour Operational Moorings and Facilities Policy**

The Harbour Master presented the submitted report which advised that the harbour authority operates a Harbour Asset Management Plan (AMP) to ensure that such 'lands, buildings and property' are effectively and efficiently employed to further the aims of both the harbour authority as an undertaking and the wider aims of the Council.

Resolved:

That the updated Asset Management Plan be adopted.

### **104. Port Marine Safety Code and Health and Safety Report**

The Harbour Master presented the submitted report, the terms and conditions and the requirements for an annual review. It was suggested the mooring caps were lifted and the impact on managing the harbours, combined with grammar and typographical amendments to the presented document. The Committee also discussed the regulation of overnight stays on vessels as a form of holiday accommodation and the powers the Harbour Master has to resolve matters.

Resolved:

That the Operational Moorings and Facilities Policy be adopted.

**105. Budget Monitoring**

The Committee received the submitted report which set out the overall budgetary position for Tor Bay Harbour Authority as at November 2020 compared with approved budgets.

Resolved:

That the report and adjustments to the Reserve Funds shown in Appendix 1 of the submitted report be noted.

**106. Tor Bay Harbour Business Plan 2021-2022**

The Committee considered the submitted report which set out the business plan for 2021/22. The Committee discussed dredging plans for the harbours and leisure use of the harbours was referred to. The Committee noted the recent attraction of cruise liners to the bay and future opportunities.

Resolved:

That the report be noted, subject to the inclusion of additional Performance Indicators and the Risk of Asset Management being updated.

**107. Harbour Liaison Forum Minutes**

The Committee noted the attached Harbour Liaison Forum Minutes.

**108. Work Programme 2021/22**

The Committee noted the submitted work programme.

---

Chairwoman

## Terms of Reference of Harbour Committee

Name and Terms of Reference	Membership
<p><b>Harbour Committee</b></p> <p>To determine all matters relating to the strategic management of the Council’s function as a Harbour Authority, in line with the Tor Bay Harbour Port Masterplan, the Council’s Policy Framework. Specifically the Committee will:-</p> <ol style="list-style-type: none"> <li>1. manage all of the Harbour’s financial matters in accordance with approved financial procedures and the Council’s aspirations for the harbour to be self financing as outlined in the Tor Bay Harbour Port Masterplan and including (but not limited to):               <ol style="list-style-type: none"> <li>(a) the setting of harbour charges from time to time (including in-year changes to the schedule) normally following consultation with the relevant Harbour Liaison Forums;</li> <li>(b) approving the annual revenue budgets within the ring-fenced harbour accounts;</li> <li>(c) receiving quarterly budget monitoring reports and to approve variances as appropriate; and</li> <li>(d) monitoring the harbour reserve funds and to seek to ensure that the funds are kept above an appropriate minimum contingency level and ensure the harbour remains self-financing;</li> </ol> <p>providing that no decision by the Harbour Committee shall impact adversely on the Council’s general fund or capital budget.</p> </li> <li>2. to act as Duty Holder for the purposes of the Port Marine Safety Code, the accountability for which cannot be assigned or delegated;</li> <li>3. approve and monitor a business plan for Tor Bay Harbour, in line with the Council’s policy framework, and address any issues relating to performance;</li> </ol>	<p>8 members of the Council in accordance with the political balance requirements, plus up to five external non-voting advisors appointed by the Committee on a four year term.</p> <p>(Group Leaders will be asked to take account of the geographical spread of members in making appointments to the Committee)</p> <p>Conservative (3):</p> <p>Liberal Democrat (2):</p> <p>Independent Group (3):</p>

Name and Terms of Reference	Membership
<p>4. review these terms of reference annually and request the Council to make any necessary amendments and/or additions;</p> <p>5. review annually the powers delegated to the Head of Tor Bay Harbour Authority and refer any proposed changes to the Council for determination. The Committee itself shall not authorise any changes;</p> <p>6. consider any other matters referred to the Committee by the Head of Tor Bay Harbour Authority;</p> <p>7. establish any sub-committee or working parties as the Committee sees fit, in particular a Harbour Appointments Sub-Committee for the recruitment of advisors;</p> <p>8. recommend the format, composition and governance of the Harbour Liaison Forums and keep the arrangements under review;</p> <p>9. to provide strategic direction to the Head of Tor Bay Harbour Authority and the Leader of the Council in relation to those assets within Tor Bay Harbour and the harbour estate that are managed by Tor Bay Harbour Authority.; and</p> <p>10. appoint advisors following receipt of recommendations from the Harbour Appointments Sub-Committee. Appointments will be merit based and be in accordance with the Local Protocol for members of the Harbour Committee.</p>	



**Meeting:** Harbour Committee    **Date:** 28<sup>th</sup> June 2021

**Wards affected:** All

**Report Title:** Tor Bay Harbour Authority Revenue Outturn 2020/21

**Cabinet Member Contact Details:** Not a Cabinet function

**Director/Assistant Director Contact Details:**

Adam Parnell, Harbour Master, 01803 853321, [adam.parnell@torbay.gov.uk](mailto:adam.parnell@torbay.gov.uk)

Pete Truman, Principal Accountant, 01803 207302, [pete.truman@torbay.gov.uk](mailto:pete.truman@torbay.gov.uk)

## 1. Purpose of Report

---

- 1.1 This report provides Members with the details of the Tor Bay Harbour Authority final expenditure and income figures against budget targets for 2020/21

## 2. Reason for Proposal and its benefits

---

- 2.1 The Tor Bay Harbour Authority budget for 2020/21, based on a 2.0% increase in harbour charges, was approved by Council on 24<sup>th</sup> September 2019. Appendix 1 reports the final outturn against this budget and subsequent amendments noted by Committee throughout the year.

## 3. Recommendation(s) / Proposed Decision

---

The Committee is asked to note:

- i. the final outturn as reported at Appendix 1 to this report.
- ii. the Harbour Master's use of delegated powers to waive certain harbour charges during 2020/21 which amounts to £12,841.77.

### Appendices

Appendix 1: Harbour Revenue Accounts 2020-21

### Background Documents

None

# Supporting Information

## 1. Introduction

---

- 1.1 The Tor Bay Harbour Authority budget for 2020/21, based on a 2.0% increase in harbour charges, was approved by Council on 24<sup>th</sup> September 2019.
- 1.2 Appendix 1 reports the final outturn against this budget and subsequent amendments noted by Committee throughout the year.

## 2. Options under consideration

---

- 2.1 Not applicable

## 3. Financial Opportunities and Implications

---

- 3.1 The final outturn against the revised budget is summarised below:

	<b>Original Budget 2020/21 £000</b>	<b>Revised Budget 2020/21 £000</b>	<b>Outturn 2020/21 £000</b>
Operational Surplus/(Deficit)	0	(164)	(185)

- 3.2 Following Harbour Committee's approval of the Harbour budget, the Council budget process implemented additional pressures of around £100k on the Harbour account by way of a £50k increase in the General Fund contribution and an uplift in the charge for internal support services. (A reduction in the General Fund contribution, effectively reversing this impact, will apply from 2021/22.)
- 3.3 The Covid-19 pandemic had a significant impact on income levels which were partially offset by a £200k allocation of government support grant.
- 3.4 **Prudential Borrowing**  
The harbour's liability for prudential borrowing at the end of 2020/21 was:

<b>Capital Scheme</b>	<b>Amount Borrowed</b>	<b>Start of Repayments</b>	<b>Principal outstanding</b>
Town Dock (Torquay Harbour)	£1,140,000	2008/09	£481,058
Haldon Pier (Torquay Harbour)	£1,200,000	2010/11	£825,855
Brixham Harbour New Fish Quay Development	£4,750,000	2011/12	£3,673,231
Torquay Inner Harbour pontoons (Inner Dock)	£800,000	2014/15	£657,278
Brixham Harbour Jetty	£840,000	2020/21	£829,476
<b>TOTAL</b>			<b>£6,466,898</b>

### 3.5 Debt position

The debt position at the end of 2020/21 was:

	<b>Corporate Debtor System</b>		<b>Harbour Charges</b>	
	< 60 days	> 60 days	< 60 days	> 60 days
Debt outstanding	£26k	£79k	£6k	£42k
Bad Debt Provision	£13k			

### 3.6 Reserves

In 2011 the Harbour Committee set a reserve target of 20% of budgeted turn-over. This has been missed for a number of consecutive years and, after funding the 2020/21 revenue deficit and capital spends, the Reserve is largely depleted. There are further calls on the Reserve through ongoing capital schemes and potential revenue deficits in future years.

## 4. Legal Implications

- 4.1 The Harbour finances are currently not being run in accordance with the DfT's Ports Good Governance Guidance (March 2018). While not a statutory publication this is considered national 'best practice' for the ports industry.

## 5. Engagement and Consultation

- 5.1 Feedback from harbour users and liaison forums  
Feedback from Committee members

## 6. Purchasing or Hiring of Goods and/or Services

---

6.1 Not applicable

## 7. Tackling Climate Change

---

7.1 Not applicable

## 8. Associated Risks

---

8.1 There is a risk that, due to the low level of the harbour reserve, the Harbour will require General Fund assistance in future years.

8.2 If quayside facilities and services do not remain aligned with user need/requirements then there is a risk that incomes will decline.

## Equality Impacts

---

Not applicable

## 9. Identify the potential positive and negative impacts on specific groups

---

9.1 Not applicable

## 10. Cumulative Council Impact

---

10.1 Not applicable

## 11. Cumulative Community Impacts

---

11.1 Not applicable



**HARBOUR REVENUE ACCOUNT 2020/21 - Outturn****NOTES**

- 1 Savings were achieved following a restructure of operations staff and through vacancy management.
- 2 Savings were achieved earlier in the year through removal of outer moorings at Brixham due to falling demand, and fender maintenance being covered within spending on the health & safety capital scheme. Subsequent maintenance requirements and the salvaging of sunken boats exhausted the budget.
- 3 The budget for electricity charges was re-based in line with previous year actuals and early year consumption levels. Consumption for both energy and water reduced in the latter part of the year.
- 4 New waste arrangements were implemented during the year resulting in reduced costs.
- 5 There has been a rise in the marine insurance premiums together with additional NNDR liabilities on vacant units.
- 6 Initial feasibility costs for the Brixham Improvement scheme have been taken to Revenue and funded from the Reserve (see note 16) in line with Harbour Committee approval. Further costs were incurred on Hydrographic surveys undertaken for each Harbour.
- 7 Expenditure moratorium savings were achieved over a number of headings. This line also includes an adjustment charge to increase the provision for doubtful debt impairment.
- 8 Charges for corporate and governance services have been discounted in previous years but are being applied in full from 2020/21.
- 9 Interest charges on Harbour Light redevelopment borrowing costs are now being applied. This cost has previously been absorbed within a net rent income figure with the gross rent now being reflected at note 12 and an increased benefit to the Harbour Account has accrued.
- 10 The financial performance will not generate a surplus for a gain share contribution to the General Fund. However, the General Fund budget for 2019/20 approved by full Council included an additional £50k to the base Harbour Account contribution which is required. The balance of this contribution was previously shown separately but has now been brought in to the overall contribution amount as it remains within the General Fund base budget.
- 11 There was no take up of boat booking kiosk sites at Torquay Harbour for the 2020/21 tender with a resulting loss of income of £35k. The accounting requirements for the Harbour Light redevelopment have now been determined resulting in a higher benefit to the Harbour Account than previously projected. The gross rent figure is now reflected in this line with an interest charge for the associated borrowing costs shown at note 9.
- 12 It is anticipated that income from the Marina will have been impacted by Covid-19 and a reduced turnover rent has been estimated for the year.
- 13 A shortfall over a number of income headings following the impact of Covid-19. An allocation of government grant funding to be allocated to the Harbour Account is recorded at note 17.
- 14 Fishing and market operations were shut down during the first lockdown period. Fish toll levels may remain volatile subject to continuing Covid-19 developments and the impact of the european trade agreement.
- 15 Further recharges for electricity usage are expected although implementation has been delayed until new systems are fully in place.
- 16 Funding of initial feasibility costs for the Brixham Improvement scheme as approved by Harbour Committee (see note 6).
- 17 As part of it's Covid-19 financial assistance package the government is making grants to local authorities in respect of lost income from sales, fees and charges. The revised budget reflected the full level of estimated Harbour losses although the actual allocation from the centre represents a proportion of funding at 75% in line with the government settlement. This allocation covers shortfalls which were not directly eligible under the government criteria (e.g. losses associated with property rentals).
- 18 Residual funding of approved capital schemes including Brixham Water Metering (£45k) and Brixham Health & Safety works (£45k).

**Meeting:** Harbour Committee    **Date:** 28<sup>th</sup> June 2021

**Wards affected:** All wards

**Report Title:** Tor Bay Harbour Budget Monitoring 2021-22

**Cabinet Member Contact Details:** Not a Cabinet function

**Director/Assistant Director Contact Details**

Adam Parnell, Harbour Master, 01803 853321, [adam.parnell@torbay.gov.uk](mailto:adam.parnell@torbay.gov.uk)

Pete Truman, Principal Accountant, 01803 207302, [pete.truman@torbay.gov.uk](mailto:pete.truman@torbay.gov.uk)

## 1. Purpose of Report

---

- 1.1 This report updates the Committee on the overall budgetary position for Tor Bay Harbour Authority as at May 2021 compared against the budget approved on 21st December 2020.

## 2. Reason for Proposal and its benefits

---

- 2.1 As a standing agenda item, this report is presented to each Committee meeting to enable appropriate oversight and action to contain expenditure and maintain reserve at appropriate levels.

## 3. Recommendation(s) / Proposed Decision

---

The Committee is asked to note:

- i. the amended outturn projections and adjustments to the Reserve Funds (Appendix 1);
- ii. the low level of the harbour reserves in 2021.
- iii. the Head of Torbay Harbour Authority's' use of delegated powers to make decisions in relation to the harbour budget;
- iv. the Harbour Master's use of delegated powers to waive certain harbour charges which to date amounts to £1,042.06

### **Appendices**

Appendix 1: Harbour Revenue Account 2021-22

### **Background Documents**

DfT [Ports Good Governance Guidance](#)



### 1. Introduction

---

- 1.1 The 2020/21 Tor Bay Harbour Authority budget was approved by the Committee on 21<sup>st</sup> December 2020. This is the first monitoring report for the 2021/22 financial year. appropriate levels.

### 2. Options under consideration

---

- 2.1 Appendix 1 to this report provides the Harbour revenue account statement with projected outturns and associated notes.

### 3. Financial Opportunities and Implications

---

- 3.1 The original budget approved by Harbour Committee included a proposed £200k reduction in the contribution to the General Fund. The overall Council budget approved on 11<sup>th</sup> February provided a £100k reduction and the funding of a health & safety salary post directly from the General Fund. The planned borrowing of £150k for dredging at Brixham Harbour will now also be funded from the General Fund.

- 3.2 The harbour revenue account is projected to make a small surplus at year end:

	<b>Original Budget £000</b>	<b>Revised Budget £000</b>	<b>Projected Outturn £000</b>
Operational surplus	45	(5)	14

#### 3.3 Prudential Borrowing

The Harbour's outstanding borrowing liability is:

Capital Scheme	Amount Borrowed	Start of Repayments	£ Principal outstanding
Town Dock (Torquay Harbour)	£1,140,000	2008/09	£420,898
Haldon Pier (Torquay Harbour)	£1,200,000	2010/11	£782,094
Brixham Harbour New Fish Quay Development	£4,750,000	2011/12	£3,555,897
Torquay Inner Harbour Pontoons (Inner Dock)	£800,000	2014/15	£632,985
Brixham Harbour Jetty	£840,000	2020/21	£818,611
<b>TOTAL</b>			<b>£6,210,485</b>

### 3.4 Debt Position

The aged debt position is set out below. The outstanding Harbour Charges debt largely reflects payment of user charges by instalments and the overall figure will reduce throughout the year.

	Corporate Debtor System		Harbour Charges	
	< 60 days	> 60 days	< 60 days	> 60 days
Debt outstanding	£58k	£83k	£208k	£191k
Bad Debt Provision	£13k			

## 4. Legal Implications

---

- 4.1 The Harbour finances are currently not being run in accordance with the DfT's Ports Good Governance Guidance (March 2018). While not a statutory publication this is considered national 'best practice' for the ports industry.

## 5. Engagement and Consultation

---

### 5.1 Feedback from harbour users and liaison forums

Feedback from Committee members

Feedback from fishing industry leaders

Previous Harbour Committee reports

## 6. Purchasing or Hiring of Goods and/or Services

---

### 6.1 Not applicable

## 7. Tackling Climate Change

---

### 7.1 Not applicable

## 8. Associated Risks

---

8.1 With the harbour reserve at a low level there is a risk that the Harbour will require a General Fund precept to retain a balanced budget.

8.2 If quayside facilities and services do not remain aligned with user need/requirements then there is a risk that incomes will decline.

## 9. Identify the potential positive and negative impacts on specific groups

---

### 9.1 Not applicable

## 10. Cumulative Council Impact

---

### 10.1 Not applicable

## 11. Cumulative Community Impacts

---

### 11.1 Not applicable



## HARBOUR REVENUE ACCOUNTS 2020/21 - BUDGET MONITORING

### NOTES

- 1 A new Health & Safety designated post included in the original 2021/22 is now being funded directly from the corporate Council budget
- 2 Fish Market cleaning costs are expected to transfer to the lessee
- 3 Increased premium costs on marine insurance cover
- 4 The projected outturn reflects costs of improved broadband facilities at all three harbours.

	Budget	Projected
	2021/22	outturn 2021/22
	£k	£k
Torquay Town Dock	81	81
Torquay Inner Harbour pontoons	54	54
Torquay Haldon Pier	81	81
Brixham Harbour Regeneration	282	282
Brixham Harbour Jetty	38	38
Harbour Light (interest only)		16
Dredging works (now funded from Gen Fund)	11	
	547	552

- 6 Agreed increase in costs of the pilot arrangement for a dedicated police presence.
- 7 Revised expectations include the new Brixham Fish Market lease.
- 8 Budget targets are yet to be re-apportioned inline with the charging structure approved by harbour Committee in December 2021

**Meeting: Harbour Committee**

**Date: 28 June 2021**

**Wards Affected: All**

**Report Title: Port Marine Safety Code and Health & Safety Report**

**Is the decision a key decision? No**

**When does the decision need to be implemented? N/A**

**Cabinet Member Contact Details:** Not a Cabinet function

**Supporting Officer Contact Details:** Adam Parnell, Harbour Master, 01803 853321, [adam.parnell@torbay.gov.uk](mailto:adam.parnell@torbay.gov.uk)

---

### **1. Proposal and Introduction**

1.1 This is a standing agenda item to update the Harbour Committee on PMSC and H&S matters.

### **2. Reason for Proposal and associated financial commitment**

2.1 Torbay Council, as the Statutory Harbour Authority, adheres to the requirements of the PMSC (the national standard for port safety) to “Improve safety for those who work in ports, their ships, passengers and cargoes, and the environment”.

2.2 The Harbour Committee is the nominated *Duty Holder* and the Devon Audit Partnership are the nominated *Designated Person*.

2.3 This report does not commit the Harbour Authority or the Council to any financial commitments not already encompassed within the Harbour’s annual revenue budget that was agreed by the Harbour Committee in December 2020.

### **3. Recommendation(s) / Proposed Decision**

3.1 That the report is noted.

### **Appendices**

Issues arising between 04 March 2021 (date of last report) and 10 June 21

### **Background Documents**

The Port Marine Safety Code – November 2016 (DfT & MCA)

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/564723/port-marine-safety-code.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/564723/port-marine-safety-code.pdf)

A Guide to Good Practice on Port Marine Operations – April 2018 (DfT & MCA)  
<https://www.gov.uk/government/publications/a-guide-to-good-practice-on-port-marine-operations>

Health and Safety Policy - April 2019 (Torbay Council)  
<https://sheasure.net/TorbaySMS/Portal/TorbayCouncilPortalzzR23492wHT713D/ModuleDetail/6785346#/information>  
 DfT [Ports Good Governance Guidance](#)

Section 1: Background Information	
<b>1.</b>	<p><b>What is the proposal / issue?</b></p> <p>The Tor Bay Harbour Authority has formally committed to adhere to the Port Marine Safety Code (the 'Code'). The <b>Harbour Committee</b> - as the nominated Duty Holder - are <b>individually and collectively accountable</b> for marine safety.</p> <p>The Committee also has a statutory duty to “so far as reasonably practicable, [ensure] the health, safety and welfare at work of all employees.”</p> <p>To discharge these obligations, the Committee has a standing agenda item to provide oversight of port marine safety and also health and safety issues. By so doing, this agenda item fulfils the requirement for the undertaking to hold formal and minuted Safety Committee meetings.</p>
<b>2.</b>	<p><b>What is the current situation?</b></p> <p>The Department for Transport (DfT), and Maritime and Coastguard Agency (MCA), have published the Port Marine Safety Code (the 'Code') to <i>inter alia</i></p> <p style="padding-left: 40px;">“Improve safety for those who use or work in ports, their ships, passengers and cargoes, and the environment”.</p> <p>The responsibility for maintaining port marine safety is governed <i>inter alia</i> by marine legislation, such as the <b>Merchant Shipping Act 1995</b>, the <b>Health and Safety at Work Act 1974</b> and the <b>Corporate Manslaughter and Corporate Homicide Act 2007</b>.</p> <p>While adherence is not a statutory obligation, the Code:</p> <p style="padding-left: 40px;">“Represents good practice ... and a failure to adhere ... may be indicative of a harbour authority being in breach of certain legal duties [and] ... may suffer reputational damage if it has publicly committed to the Code's standards and then fails to meet them”.</p>

<b>3.</b>	<p><b>What is the relationship with the priorities within the Partnership Memorandum and the Council’s Principles?</b></p> <p>A safe, healthy and environmentally responsible harbour positively contributes to the following priorities:</p> <ul style="list-style-type: none"> <li>• Thriving People</li> <li>• Thriving Economy</li> <li>• A Council Fit for the Future</li> </ul>
<b>5.</b>	<p><b>How does this proposal/issue contribute towards the Council’s responsibilities as corporate parents?</b></p> <p>Reducing foreseeable hazards ashore and afloat to as low as reasonably practicable contributes to our corporate parental role and to all members of the public that use the harbour estate.</p>
<b>6.</b>	<p><b>How does this proposal/issue tackle poverty, deprivation and vulnerability?</b></p> <p>Tor Bay harbour is a regional focus for maritime-related employment: it is a thriving maritime recreational and leisure hub of national renown and also accommodates the largest fishing port in England and Wales by value of catch landed.</p>
<b>7.</b>	<p><b>How does the proposal/issue impact on people with learning disabilities?</b></p> <p>No discernible impact.</p>
<b>8.</b>	<p><b>Who will be affected by this proposal and who do you need to consult with? How will the Council engage with the community? How can the Council empower the community?</b></p> <p>All harbour stakeholders, including maritime and non- maritime businesses are affected.</p> <p>Consultation is effected through regular harbour stakeholder liaison forums who are empowered to provide feedback via the Harbour Committee to the Council</p>

<b>Section 2: Implications and Impact Assessment</b>	
<b>9.</b>	<p><b>What are the financial and legal implications?</b></p> <p>While this report does not introduce new financial obligations itself, emergent H&amp;S and PMSC issues may require additional expenditure to further improve safety delivery. Each of these will be the subject of a separate future report.</p>
<b>10.</b>	<p><b>What are the risks?</b></p>



	If the Harbour Authority does not fulfil its statutory and regulatory obligations there is a risk that it will face censure, prosecution or be directed to cease operations.
<b>11.</b>	<p><b>Public Services Value (Social Value) Act 2012</b></p> <p>N/A</p>
<b>12.</b>	<p><b>What evidence / data / research have you gathered in relation to this proposal?</b></p> <p>Feedback from harbour users and liaison forums  Feedback from Committee members  Feedback from fishing industry leaders  Previous Harbour Committee reports</p>
<b>13.</b>	<p><b>What are key findings from the consultation you have carried out?</b></p> <p>Harbour stakeholders are keen to see continued infrastructure improvements</p>
<b>14.</b>	<p><b>Amendments to Proposal / Mitigating Actions</b></p> <p>Continue to deliver visible improvements to the harbour infrastructure.</p>

**Appendix 1**

**Issues arising between 04 March 2021 (date of last report) and 10 June 2021**

**1. Port Marine Safety Code issues arising**

<b>Issue</b>	<b>Action taken</b>
4x incidents of a moored vessel in Brixham damaged by adjacent mooring buoy	Review & reduction of max permissible vessel length on some moorings Consider replacing hard mooring buoys with softer alternative
1x vessel fire alongside Brixham	Electrical system on board upgraded
2x small vessels sinking	1 <sup>st</sup> was due to lack of maintenance by owner who has since had facility withdrawn; 2 <sup>nd</sup> due to mooring in inappropriate spot: owner rebriefed
5x near miss reports by same fast RIB	After investigation these were found to be false alarm with good intent
1x pollution incident (cill failure and hydraulic oil leak)	Cill repaired and maintenance plan reviewed
1x UXO brought ashore	Low-order detonated by RN BDU; vessel skipper rebriefed by HM

**2. Health and Safety issues arising**

<b>Issue</b>	<b>Action taken</b>
Near Miss: short-comings in Fire Risk Assessment across all offices	All items have been addressed
Release of refrigerant gas (environmental hazard)	RIDDOR reportable. Chiller unit repaired and repressurised
Entrapment at Beacon Cove gate of person in wheelchair	Gate inspected and auto-close system altered
Fall occasioning MoP breaking wrist at Preston Beach	Steps inspected and minor defects repaired
Near Miss: Brixham South Quay railings deemed insufficient	New railings are on order and will be fitted on receipt

**3. Other issues.** The Harbour Authority’s dedicated Health and Safety Officer started on 01 April 2021.

**TOR BAY HARBOUR AUTHORITY**

**OPERATIONAL MOORINGS AND FACILITIES**  
**POLICY**



**Version 16**

## Tor Bay Harbour Authority

### Operational Moorings and Facilities Policy

#### Introduction

Tor Bay Harbour is a strategic asset of the Bay and of fundamental importance to the economic and cultural wellbeing of the area. Torbay Council is the Statutory Harbour Authority which discharges the duties and responsibilities detailed in the Tor Bay Harbour Act 1970. This Act is in turn based upon the Harbours, Docks and Piers Clauses Act 1847, which confers certain powers upon the Harbour Master concerning management of the Harbour.

The provision and management of mooring facilities within Tor Bay is one of the Harbour Authority's core activities.

The purpose of this policy is to guide the management of the Harbour Authority whenever it takes decisions on issues relating to the provision of mooring or berthing facilities within Tor Bay. It also ensures that a consistent, fair and equitable approach is applied to new, existing and potential facility users in Tor Bay and upon the harbour estate. The policy does not form part of Torbay Council's strategic policy framework.

Every decision regarding mooring facilities will be based upon a number of factors, the principal factors being:

- Safety and efficiency;
- The requirements of safe navigation;
- Conservation of the environment.

This policy is not a legal document and the Harbour Authority reserves the right to exercise its absolute discretion over any decision.

Subject to the Council's Port Masterplan, 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 Tor Bay Harbour. It supplements the Tor Bay Harbour Act 1970 (and subsequent amending legislation), the associated harbour bye- laws, and the facility agreement conditions.

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 Adam Parnell AFNI**  
**Torbay Harbour Master**  
**Head of Tor Bay Harbour Authority**

<b><u>Contents</u></b>	<b>Page No</b>
<b>Introduction</b>	<b>1</b>
<b>Definitions</b>	<b>4-5</b>
<b>Types of facility</b>	<b>6</b>
<b>Facility charges</b>	<b>6</b>
<b>Facilities allocation</b>	<b>6-9</b>
<ul style="list-style-type: none"> <li>• Private Moorings/Facilities Waiting List</li> <li>• Waiting List Priority</li> <li>• Torquay Town Dock &amp; Inner Dock Pontoons Priority</li> <li>• Commercial Moorings</li> <li>• Heritage Vessels</li> <li>• Boat Park Spaces</li> <li>• Duration of Facility Agreement</li> <li>• Renewal of Allocation</li> <li>• Cancellation/determination of Facility Agreement</li> </ul>	
<b>Risk, liability, insurance requirements and recommendations</b>	<b>9-10</b>
<b>Vessels ‘Injurious to the Amenity of the Harbour’</b>	<b>10</b>
<b>Prohibitions on assigning or sub-letting facilities</b>	<b>10</b>
<b>Size of Vessel</b>	<b>11</b>
<b>Inheritance</b>	<b>11</b>
<b>Vessel identification</b>	<b>11</b>
<b>Change of vessel</b>	<b>11</b>
<b>Vessel not on facility</b>	<b>11</b>
<b>Partnerships</b>	<b>11</b>
<b>Use of facilities</b>	<b>12</b>
<b>Fuel and refuelling</b>	<b>12</b>
<b>Pollution</b>	<b>12</b>

<b>Moorings and vessel protection</b>	<b>12-13</b>
<ul style="list-style-type: none"> <li>• Fitting of moorings</li> <li>• Buoyant rope</li> <li>• Removal of moorings</li> <li>• Vessel Monitoring</li> <li>• Propeller covers</li> <li>• Fendering</li> </ul>	
<b>Mooring, berthing and anchoring in the Harbour</b>	<b>13-14</b>
<ul style="list-style-type: none"> <li>• Vessels to be moored as directed</li> <li>• Vessels not to anchor in Fairway</li> <li>• Vessels not to make fast to unauthorised objects</li> <li>• Vessels not to obstruct free passage</li> <li>• Vessels to be properly secured</li> <li>• Vessels not to obstruct steps or slipways</li> </ul>	
<b>Conduct</b>	<b>14</b>
<b>Compliance</b>	<b>14</b>
<b>Disabled access</b>	<b>14</b>
<b>Young people</b>	<b>15</b>
<b>Visitor moorings</b>	<b>15</b>
<b>Appendix 1: Facility agreement form conditions</b>	<b>16-18</b>
<b>Appendix 2: Waiting list procedure</b>	<b>19-20</b>
<b>Appendix 3: Mooring exchange - Torquay Town &amp; Inner Docks</b>	<b>21-22</b>

## **Definitions** (extracts from the Tor Bay Harbour Act 1970 & Harbour Byelaws)

1. “Harbour” means the limits of Tor Bay Harbour as comprised in the areas in Part I and Part II in the Schedule of Byelaws. “Enclosed Harbours” means at Torquay the area of water enclosed by an imaginary line drawn from the western end of Haldon Pier to the south eastern end of Princess Pier; at Paignton the area of water enclosed by an imaginary line drawn from the eastern end of North Quay to the northern end of Eastern Quay; and at Brixham the area of water enclosed by the Breakwater, an imaginary line from the northern end of the Breakwater to Battery Point and the shore.
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 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.
4. “Inner part of Brixham Enclosed Harbour” means the area of water enclosed by an imaginary line drawn from the eastern end of New Pier to Kings Quay.
5. “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.
6. “Master” when used in relation to any vessel, means any person having the command, charge or management of the vessel for the time being.
7. “Vessel” means every description of water craft however propelled or moved including non-displacement craft and everything constructed or used to carry persons or goods by water.
8. “Council” means Torbay Council.
9. “Authority” means the Tor Bay Harbour Authority.
10. “Facility” means any mooring, berth, boat-park space, tender rack, locker, store etc.
11. “Facility holder” means the person or persons allocated the use of a facility subject to the conditions of use written on the appropriate Facility Agreement Form.
12. “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.
13. “Facility Form Agreement and conditions” shown in Appendix 1.

## **Types of facility**

“Swinging Mooring” – a means to secure a vessel 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” – a means to secure a vessel fore and aft 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” – a means to secure a vessel fore and aft alongside a pontoon or a ‘finger pontoon’ secured thereto. Some pontoons are connected to the shore and are known as “walk ashore” pontoons.

“Running/Outhaul Moorings” - used to tether small craft (< 16ft) to a looped line running from the shore to a fixing, on a riser chain, secured to the harbour fundus. The boat can be pulled in and out using the running line.

“Tender rack” are racks into which small and light craft may be stored on end.

“Kayak rack” are racks into which canoes or kayaks can be securely stored.

“Boat Park Space” refers to an allocated quayside space for the dry storage of boats/dinghies on trolleys/trailers which are launched and/or recovered via a slipway.

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

## **Facility charges**

All fees and charges can be found in the extant ‘Tor Bay Harbour Authority Schedule of Charges, Dues & Fees’.

## **Facilities allocation**

### **Private facilities (non-commercial) waiting lists**

A non-commercial mooring or 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 non-refundable registration fee is required to join a waiting list. Lists will be closed if they are over-subscribed, to prevent unduly lengthy waiting time for a facility. Waiting list procedures can be found in Appendix 2. Under normal circumstances the applicant will only be given one offer of a facility, and a second or third offer will only be made in exceptional circumstances. Any applicants that decline three offers of a harbour facility will have their name removed from waiting lists.

### **Waiting list priority**

Allocation of facilities from the waiting lists adheres to the following priority, subject to the restrictions listed below:



- 1<sup>st</sup> Council tax payers whose main or principle residence is within the Torbay Council administrative area. Proof of such residence may be required eg current utility bill.
- 2<sup>nd</sup> Other Council tax payers within the Torbay Council administrative area (ie those with second homes)
- 3<sup>rd</sup> All others

### **Torquay Town Dock allocation restrictions**

The Torquay Town Dock and Inner Dock Pontoon waiting lists are closed when 30 names are registered for each band of berth size and when they are re-opened, names will only be accepted from those with a primary address in the TQ1 to TQ5 postcode areas, on a first come first served basis, to be confirmed by a check of Council Tax records and/or Electoral Register information.

Town Dock and Torquay Inner Dock Pontoon berths will only be allocated to people outside the TQ1 to TQ5 postcode areas if no waiting list exists.

### **Mooring exchange scheme - Torquay Town & Inner Dock**

Customers with existing 6 metre, 8 metre, 9.14 metre and 10 metre berths on the Town Dock or Inner Dock at Torquay, may be able to exchange their facility for an alternative sized berth. Further details including eligibility criteria can be found in Appendix 3.

### **Commercial moorings waiting lists**

Waiting lists exist for a number of specified commercial moorings. Currently these can be split into specific numbers of facilities for passenger carrying craft and other moorings identified for commercial craft such as fishing vessels. To avoid over-capacity the Council has an established policy to restrict the number of annual moorings/berths for passenger carrying craft at each of the enclosed harbours. Restrictions also exist to limit the number of commercial and fishing vessel moorings at Torquay and Paignton harbours. These restrictions will be managed by the Harbour Master. This policy allows the transfer of use of a commercial mooring facility to the new owner of a commercial boat. i.e. where a commercial boat ceases to operate at any Harbour and the operator sells his/her business, the Harbour Master may transfer the mooring facilities to the new owner. This mooring transfer does not apply to all commercial moorings but would normally apply if the owner has already received the benefit of this transfer policy. A specific number of fishing vessel moorings exist at Torquay and Paignton harbours.

Entry onto a commercial moorings waiting list requires a non-refundable registration fee.

Given the obvious demand for this type of mooring and the significant contribution made by passenger carrying boats to the English Riviera tourism product, the Harbour Authority will operate a "use it or lose it" policy. If a commercial or passenger boat owner does not put a vessel on the allocated mooring facility for two consecutive years, or in the view of the Harbour Master the commercial vessel is only infrequently and irregularly operated, the mooring facility will be allocated to the next appropriate applicant on the waiting list. In this context, a commercial vessel

operated for fewer than 10 days in a year would be considered to be infrequently or irregularly operated.

### **Facilities for heritage vessels**

A limited number of 'Heritage' vessels are permitted, with the Harbour Master's consent, to berth on the Town Pontoon in Brixham Harbour, provided they have alternative bad weather mooring facilities within the harbour. The Council's agreed criteria against which vessels could be measured for inclusion within the "fleet" of heritage boats based at Brixham Harbour is as follows :-

*"that a heritage boat in Torbay be defined as a vessel which is British built, 40 feet or more in length and built prior to 31st December 1935 and that, at the absolute discretion of the Council, is considered to have an historical relevance to Tor Bay and its operation and general activity is considered to be beneficial to the local community; and that compliance with the approved definition of a heritage boat should form the basic criteria against which vessels can be measured for inclusion within the "fleet".*

### **Boat park spaces**

Certain boat park spaces contain racking to permit more than one vessel to be stored in a single space. Racks provided by the Harbour Authority will be charged per rack in accordance with the extant 'Tor Bay Harbour Authority Schedule of Charges, Dues & Fees'. Recognised Youth Groups may apply to the Harbour Master for approval to erect their own racking and in these circumstances, if consent is granted; the charges will only apply to the quay space occupied by the racking.

### **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.

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 or chattels from the previous location to the appointed new location for such a facility forthwith.

### **Facility renewals**

At the beginning of each calendar year the Harbour Authority may invite existing facility holders to retain their facility(ies) via an invoice detailing the appropriate fees and charges. Facilities that are not retained will be allocated to the next person on the appropriate waiting list.

Note that existing holders may not be invited to renew their facility if they:

- have failed to comply with harbour regulations
- have been abusive towards harbour staff
- have required repeated chasing for payment
- owe the Council or the Harbour Authority outstanding debts

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

The facility holder may request that their Facility Form Agreement is cancelled by giving 14 days' written notice to the Council. If there are no monies outstanding when the request is received then the facility will be withdrawn immediately. However some customers (especially those who elect to pay by Direct Debit) may still owe money and will not have their request accepted until this money has been paid and the facility has been re-allocated. However, the fee already paid may be retained by the Council where no latent demand exists

The Council may terminate the Facility Form 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 Form Agreements on behalf of the Council. **A facility may be terminated and/or not renewed 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 Form 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 (see Section 23 – Tor Bay Harbour Act 1970)**

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, 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. In the event that 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 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 (Facility Agreement Conditions 17)**

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 (Byelaw 35)**

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 (Byelaw 33)**

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. 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.

The use of power cables on pontoons is permitted provided the cable is within a protective cover to prevent a trip hazard and is not seen as a permanent connection. Any cables presenting a hazard of any nature will be removed and the credit on the meter will be cleared. Cable covers are available from the Harbour Office.

## **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 at Paignton Harbour from cans onto moored vessels when the harbour has dried.

Any fuel spillage must be reported to the Harbour Master

## **Pollution (Byelaw 91 and Byelaw 102)**

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 (Facility Agreement Condition 16)**

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 (Byelaw 98)**

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

### **Removal of Moorings (Byelaw 100)**

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 (Facility Agreement Conditions 22)**

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 (Byelaw 46)**

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

## **Moorings, 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 (Byelaws 11 & 18)**

No person shall anchor so as to obstruct a fairway.

### **Vessels not to be made fast to unauthorised objects, Navigational Buoys or Seasonal 5 Knot Buoys (Byelaws 13 & 50)**

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 (Byelaw 26)**

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 and Regulations made by the Council and Directions given by the Harbour Master.

In the event of the holder of the Facility Form Agreement failing to comply with the conditions of the Facility Form Agreement the Council may give notice to remove the vessel. Should this notice not be complied with or the conditions of the Facility Form 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.

### **Disabled Access**

The Harbour Authority provide a range of moorings and other facilities, which by their very nature, have various forms of access. Consideration has been given to providing facilities for disabled persons, wherever this is reasonably practicable, in accordance with the Disability Discrimination Act 1995/2005 (DDA). The Harbour Authority is obliged to make such adjustments as is reasonable to prevent disabled persons from being placed at a substantial disadvantage when compared to others. Anyone who has a disability should assess the most suitable facility that meets their needs and if necessary join the relevant waiting list. The Harbour Authority staff can



provide advice to anyone who is uncertain about which facility would be the most appropriate.

### **Young People**

Young people are encouraged to use the harbour facilities and in certain circumstances they will be eligible for a 50% discount on applicable harbour charges. Please see the current 'Tor Bay Harbour Authority Schedule of Charges, Dues & Fees' for details. Unfortunately it is not lawful for the Harbour Authority to enter into a contract with a minor (under 18 years of age) and the facility form agreement will therefore be in the name of a responsible adult. Please note that this discount is discretionary.

### **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 - TOR BAY 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 Tor Bay 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.
20. The storage of petroleum spirit and / or flammable substances and / or toxic chemicals and / or corrosive substances and / or noxious substances in storage lockers, is strictly prohibited.

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 the Council will claim a penalty for evading payment of charges equal to the debt due – See Section 30 of the Tor Bay Harbour Act 1970. Ultimately the Council may arrest your vessel under Section 30 of the Tor Bay Harbour Act 1970 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 Torbay 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

## TOR BAY 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 'Torbay 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 Torbay area. (see the Tor Bay 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 Tor Bay

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.

### **Note**

#### **Torquay Town Dock & Inner Dock pontoons Priority**

The Town Dock and Inner Dock Pontoon waiting lists are closed when 30 names are registered for each band of berth size and when they are re-opened, names will only be accepted from those people with a primary address in the TQ1 to TQ5 postcode areas, on a first come first served basis, to be confirmed by a check of Council Tax records and/or Electoral Register information.. Town Dock and Torquay Inner Dock Pontoon berths will only be allocated to people outside the TQ1 to TQ5 postcode areas if no waiting list exists.

## **Appendix 3**

### **Mooring Exchange Scheme - Torquay Town Dock & Inner Dock**

Customers with existing berths on the Town Dock or Inner Dock may be able to exchange their facility for an alternative sized berth.

Customers may be eligible to exchange their allocated berth, so long as they fulfil the following conditions of exchange.

The 12 metre berths will not feature in this scheme.

Exchanged vessels must be of a length appropriate for the alternative sized berth requested.

Original Partnerships recognised during first allotment will remain exactly the same and cannot be added to.

Exchanges may only occur when 'pairs' are authorised by the Harbour Office. Customers will be notified when an exchange can be made, followed by any account for adjustment.

Requests for exchanges will be treated on a first come first served basis and each exchange will be appraised by the Harbour Authority to ensure correct use of facility and compatibility of vessels features.

An administration charge of £50 will apply per applicant and will feature in the account adjustment, when the exchange has taken place.

The decision to approve or decline an exchange request will be based, among other things, on maximising income for the harbour authority and will be at the Harbour Master's complete discretion.

#### **Step 1**

Complete form for existing berth to *move from*

#### **Step 2**

Enter details of preferred facility to *move to* – e.g. 6m 8m 9.14m or 10m

#### **Step 3**

Submit form and wait until a suitable 'pair' is made, then await acknowledgement and further details from the Harbour Office

#### **Step 4**

Move your boat as directed by the Harbour Authority, then pay the balance or receive a refund for the new facility (subject to the inclusion of the administration charge).

The Harbour Authority will reserve any right to withhold an 'exchange' especially if customers have found to have been sub-letting, not conforming to the local TQ1-5 post code restriction or have a history of late payment.



### Mooring Exchange Scheme – Application

(TOWN DOCK & INNER DOCK ONLY)

Name: .....

Boat Name: .....

LOA .....

Facility Pontoon..... Number.....

I wish to move to a :- (circle)

6m      8m      9.14m      10m      berth.

Signature .....

Date .....

Please return completed form to the Harbour Office



**TOR BAY HARBOUR AUTHORITY**

**OPERATIONAL MOORINGS AND FACILITIES**  
**POLICY**



**Version 17**

## Tor Bay Harbour Authority

### Operational Moorings and Facilities Policy

#### Introduction

Tor Bay Harbour is a strategic asset of the Bay and of fundamental importance to the economic and cultural wellbeing of the area. Torbay Council is the Statutory Harbour Authority which discharges the duties and responsibilities detailed in the Tor Bay Harbour Act 1970. This Act is in turn based upon the Harbours, Docks and Piers Clauses Act 1847, which confers certain powers upon the Harbour Master concerning management of the Harbour.

The provision and management of mooring facilities within Tor Bay is one of the Harbour Authority's core activities.

The purpose of this policy is to guide the management of the Harbour Authority whenever it takes decisions on issues relating to the provision of mooring or berthing facilities within Tor Bay. It also ensures that a consistent, fair and equitable approach is applied to new, existing and potential facility users in Tor Bay and upon the harbour estate. The policy does not form part of Torbay Council's strategic policy framework.

Every decision regarding mooring facilities will be based upon a number of factors, the principal factors being:

- Safety and efficiency;
- The requirements of safe navigation;
- Conservation of the environment.

This policy is not a legal document and the Harbour Authority reserves the right to exercise its absolute discretion over any decision and reserves the right to amend and or republish the conditions at any time.

Subject to the Council's Port Masterplan, 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 Tor Bay Harbour. It supplements the Tor Bay Harbour Act 1970 (and subsequent amending legislation), the associated harbour bye- laws, and the facility agreement conditions.

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 Adam Parnell AFNI**

**Tor Bay Harbour MasterHead of Tor Bay Harbour Authority**

<b><u>Contents</u></b>	<b>Page No</b>
<b>Introduction</b>	<b>1</b>
<b>Definitions</b>	<b>4-5</b>
<b>Types of facility</b>	<b>6</b>
<b>Facility charges</b>	<b>6</b>
<b>Facilities allocation</b>	<b>6-9</b>
<ul style="list-style-type: none"> <li>• Private Moorings/Facilities Waiting List</li> <li>• Waiting List Priority</li> <li>• Torquay Town Dock &amp; Inner Dock Pontoons Priority</li> <li>• Commercial Moorings</li> <li>• Heritage Vessels</li> <li>• Boat Park Spaces</li> <li>• Duration of Facility Agreement</li> <li>• Renewal of Allocation</li> <li>• Cancellation/determination of Facility Agreement</li> </ul>	
<b>Risk, liability, insurance requirements and recommendations</b>	<b>9-10</b>
<b>Vessels ‘Injurious to the Amenity of the Harbour’</b>	<b>10</b>
<b>Prohibitions on assigning or sub-letting facilities</b>	<b>10</b>
<b>Size of Vessel</b>	<b>11</b>
<b>Inheritance</b>	<b>11</b>
<b>Vessel identification</b>	<b>11</b>
<b>Change of vessel</b>	<b>11</b>
<b>Vessel not on facility</b>	<b>11</b>
<b>Partnerships</b>	<b>11</b>
<b>Use of facilities</b>	<b>12</b>
<b>Fuel and refuelling</b>	<b>12</b>
<b>Pollution</b>	<b>12</b>

<b>Moorings and vessel protection</b>	<b>12-13</b>
<ul style="list-style-type: none"> <li>• Fitting of moorings</li> <li>• Buoyant rope</li> <li>• Removal of moorings</li> <li>• Vessel Monitoring</li> <li>• Propeller covers</li> <li>• Fendering</li> </ul>	
<b>Mooring, berthing and anchoring in the Harbour</b>	<b>13-14</b>
<ul style="list-style-type: none"> <li>• Vessels to be moored as directed</li> <li>• Vessels not to anchor in Fairway</li> <li>• Vessels not to make fast to unauthorised objects</li> <li>• Vessels not to obstruct free passage</li> <li>• Vessels to be properly secured</li> <li>• Vessels not to obstruct steps or slipways</li> </ul>	
<b>Conduct</b>	<b>14</b>
<b>Compliance</b>	<b>14</b>
<b>Disabled access</b>	<b>14</b>
<b>Young people</b>	<b>15</b>
<b>Visitor moorings</b>	<b>15</b>
<b>Appendix 1: Facility agreement form conditions</b>	<b>16-18</b>
<b>Appendix 2: Waiting list procedure</b>	<b>19-20</b>
<b>Appendix 3: Mooring exchange - Torquay Town &amp; Inner Docks</b>	<b>21-22</b>

## **Definitions** (extracts from the Tor Bay Harbour Act 1970 & Harbour Byelaws)

1. “Harbour” means the limits of Tor Bay Harbour as comprised in the areas in Part I and Part II in the Schedule of Byelaws. “Enclosed Harbours” means at Torquay the area of water enclosed by an imaginary line drawn from the western end of Haldon Pier to the south eastern end of Princess Pier; at Paignton the area of water enclosed by an imaginary line drawn from the eastern end of North Quay to the northern end of Eastern Quay; and at Brixham the area of water enclosed by the Breakwater, an imaginary line from the northern end of the Breakwater to Battery Point and the shore.
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 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.
4. “Inner part of Brixham Enclosed Harbour” means the area of water enclosed by an imaginary line drawn from the eastern end of New Pier to Kings Quay.
5. “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.
6. “Master” when used in relation to any vessel, means any person having the command, charge or management of the vessel for the time being.
7. “Vessel” means every description of water craft however propelled or moved including non-displacement craft and everything constructed or used to carry persons or goods by water.
8. “Council” means Torbay Council.
9. “Authority” means the Tor Bay Harbour Authority.
10. “Facility” means any mooring, berth, boat-park space, tender rack, locker, store etc.
11. “Facility holder” means the person or persons allocated the use of a facility subject to the conditions of use written on the appropriate Facility Agreement Form.
12. “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.
13. “Facility Form Agreement and conditions” shown in Appendix 1.

## **Types of facility**

“Swinging Mooring” – a means to secure a vessel 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” – a means to secure a vessel fore and aft 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” – a means to secure a vessel fore and aft alongside a pontoon or a ‘finger pontoon’ secured thereto. Some pontoons are connected to the shore and are known as “walk ashore” pontoons.

“Running/Outhaul Moorings” - used to tether small craft (< 16ft) to a looped line running from the shore to a fixing, on a riser chain, secured to the harbour fundus. The boat can be pulled in and out using the running line.

“Tender rack” are racks into which small and light craft may be stored on end.

“Kayak rack” are racks into which canoes or kayaks can be securely stored.

“Boat Park Space” refers to an allocated quayside space for the dry storage of boats/dinghies on trolleys/trailers which are launched and/or recovered via a slipway.

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

## **Facility charges**

All fees and charges can be found in the extant ‘Tor Bay Harbour Authority Schedule of Charges, Dues & Fees’.

## **Facilities allocation**

### **Private facilities (non-commercial) waiting lists**

A non-commercial mooring or 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 non-refundable registration fee is required to join a waiting list. Lists will be closed if they are over-subscribed, to prevent unduly lengthy waiting time for a facility. Waiting list procedures can be found in Appendix 2. Under normal circumstances the applicant will only be given one offer of a facility, and a second or third offer will only be made in exceptional circumstances. Any applicants that decline three offers of a harbour facility will have their name removed from waiting lists.

### **Waiting list priority**

Allocation of facilities from the waiting lists adheres to the following priority, subject to the restrictions listed below:

- 1<sup>st</sup> Council tax payers whose main or principle residence is within the Torbay Council administrative area. Proof of such residence may be required eg current utility bill.
- 2<sup>nd</sup> Other Council tax payers within the Torbay Council administrative area (ie those with second homes)
- 3<sup>rd</sup> All others

### **Torquay Town Dock allocation restrictions**

The Torquay Town Dock and Inner Dock Pontoon waiting lists are closed when 30 names are registered for each band of berth size and when they are re-opened, names will only be accepted from those with a primary address in the TQ1 to TQ5 postcode areas, on a first come first served basis, to be confirmed by a check of Council Tax records and/or Electoral Register information.

Town Dock and Torquay Inner Dock Pontoon berths will only be allocated to people outside the TQ1 to TQ5 postcode areas if no waiting list exists.

### **Mooring exchange scheme - Torquay Town & Inner Dock**

Customers with existing 6 metre, 8 metre, 9.14 metre and 10 metre berths on the Town Dock or Inner Dock at Torquay, may be able to exchange their facility for an alternative sized berth. Further details including eligibility criteria can be found in Appendix 3.

### **Commercial moorings waiting lists**

Waiting lists exist for a number of specified commercial moorings. Currently these can be split into specific numbers of facilities for passenger carrying craft and other moorings identified for commercial craft such as fishing vessels. To avoid over-capacity the Council has an established policy to restrict the number of annual moorings/berths for passenger carrying craft at each of the enclosed harbours. Restrictions also exist to limit the number of commercial and fishing vessel moorings at Torquay and Paignton harbours. These restrictions will be managed by the Harbour Master. This policy allows the transfer of use of a commercial mooring facility to the new owner of a commercial boat. i.e. where a commercial boat ceases to operate at any Harbour and the operator sells his/her business, the Harbour Master may transfer the mooring facilities to the new owner. This mooring transfer does not apply to all commercial moorings but would normally apply if the owner has already received the benefit of this transfer policy. A specific number of fishing vessel moorings exist at Torquay and Paignton harbours.

Entry onto a commercial moorings waiting list requires a non-refundable registration fee.

Given the obvious demand for this type of mooring and the significant contribution made by passenger carrying boats to the English Riviera tourism product, the Harbour Authority will operate a "use it or lose it" policy. If a commercial or passenger boat owner does not put a vessel on the allocated mooring facility for two consecutive years, or in the view of the Harbour Master the commercial vessel is only infrequently and irregularly operated, the mooring facility will be allocated to the next appropriate applicant on the waiting list. In this context, a commercial vessel

operated for fewer than 10 days in a year would be considered to be infrequently or irregularly operated.

### **Facilities for heritage vessels**

A limited number of 'Heritage' vessels are permitted, with the Harbour Master's consent, to berth on the Town Pontoon in Brixham Harbour for the embarkation or disembarkation of passengers and at the Harbour Master's discretion, provided they have alternative mooring facilities within the harbour. The Council's agreed criteria against which vessels could be measured for inclusion within the "fleet" of heritage boats based at Brixham Harbour is as follows :-

*"that a heritage boat in Torbay be defined as a vessel which is British built, 40 feet or more in length and built prior to 31st December 1935 and that, at the absolute discretion of the Council, is considered to have an historical relevance to Tor Bay and its operation and general activity is considered to be beneficial to the local community; and that compliance with the approved definition of a heritage boat should form the basic criteria against which vessels can be measured for inclusion within the "fleet".*

### **Boat park spaces**

Certain boat park spaces contain racking to permit more than one vessel to be stored in a single space. Racks provided by the Harbour Authority will be charged per rack in accordance with the extant 'Tor Bay Harbour Authority Schedule of Charges, Dues & Fees'. Recognised Youth Groups may apply to the Harbour Master for approval to erect their own racking and in these circumstances, if consent is granted; the charges will only apply to the quay space occupied by the racking.

### **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.

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 or chattels from the previous location to the appointed new location for such a facility forthwith.

### **Facility renewals**

At the beginning of each calendar year the Harbour Authority may invite existing facility holders to retain their facility(ies) via an invoice detailing the appropriate fees and charges. Facilities that are not retained will be allocated to the next person on the appropriate waiting list.

Note that existing holders may not be invited to renew their facility if they:

- have failed to comply with harbour regulations
- have been abusive towards harbour staff
- have required repeated chasing for payment
- owe the Council or the Harbour Authority outstanding debts



- If the vessel is in a poor state of repair and therefore deemed injurious
- Insurance documents not provided upon request
- A discretionary facility being discontinued

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

The facility holder may request that their Facility Form Agreement is cancelled by giving 1 month written notice to the Council. If there are no monies outstanding when the request is received then the facility will be withdrawn immediately. However some customers (especially those who elect to pay by Direct Debit) may still owe money and will not have their request accepted until this money has been paid and the facility has been re-allocated. However, the fee already paid may be retained by the Council where no latent demand exists

The Council may terminate the Facility Form 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 Form Agreements on behalf of the Council. **A facility may be terminated and/or not renewed 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, injurious vessel, proof of insurance not provided 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. Insurances shall be maintained and evidence that the vessel is insured shall be provided to Tor Bay Harbour upon request. Vessels found to be without insurances may have an allocated berth cancelled.

If the vessel sinks at the mooring or within the harbour limits 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 Form 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, evidence to be provided upon request by Tor Bay Harbour Authority, 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 (see Section 23 – Tor Bay Harbour Act 1970)**

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, 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. In the event that 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 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 (Facility Agreement Conditions 17)**

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 (Byelaw 35)**

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 (Byelaw 33)**

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. 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.

The right to berth a vessel on a facility relates to a particular user and vessel. Tor Bay Harbour reserves the right to cancel an offer of berth if on inspection of the vessel it is considered unsuitable for berthing on the facility because of its dimensions, weight, method of construction, state of repair, type of fendering or other reason.

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.

The use of power cables on pontoons is permitted provided the cable is within a protective cover to prevent a trip hazard and is not seen as a permanent connection. Any cables presenting a hazard of any nature will be removed and the credit on the meter will be cleared. Cable covers are available from the Harbour Office.

Abandoned Vessels and Property

Tor Bay Harbour shall have the power to remove and dispose of or sell vessels and property with reasonable notice given to the owner (to be determined on a case by case basis by the Harbour Master). If the owner is not known then Tor Bay Harbour can remove and dispose or sell the vessel or property after leaving written notice on the vessel or property for a reasonable period of time.

### **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 at Paignton Harbour from cans onto moored vessels when the harbour has dried.

Any fuel spillage must be reported to the Harbour Master

### **Pollution (Byelaw 91 and Byelaw 102)**

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 (Facility Agreement Condition 16)**

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 (Byelaw 98)**

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

#### **Removal of Moorings (Byelaw 100)**

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 (Facility Agreement Conditions 22)**

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 (Byelaw 46)**

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 (Byelaws 11 & 18)**

No person shall anchor so as to obstruct a fairway.

#### **Vessels not to be made fast to unauthorised objects, Navigational Buoys or Seasonal 5 Knot Buoys (Byelaws 13 & 50)**

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 (Byelaw 26)**

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 and Regulations made by the Council and Directions given by the Harbour Master.

In the event of the holder of the Facility Form Agreement, or their staff or crew failing to comply with the conditions of the Facility Form Agreement the Council may give notice to remove the vessel. Should this notice not be complied with or the conditions of the Facility Form 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.

### **Disabled Access**

The Harbour Authority provide a range of moorings and other facilities, which by their very nature, have various forms of access. Consideration has been given to providing facilities for disabled persons, wherever this is reasonably practicable, in accordance with the Disability Discrimination Act 1995/2005 (DDA). The Harbour Authority is obliged to make such adjustments as is reasonable to prevent disabled persons from being placed at a substantial disadvantage when compared to others. Anyone who has a disability should assess the most suitable facility that meets their needs and if necessary join the relevant waiting list. The Harbour Authority staff can provide advice to anyone who is uncertain about which facility would be the most appropriate.

### **Young People**

Young people are encouraged to use the harbour facilities and in certain circumstances they will be eligible for a 50% discount on applicable harbour charges. Please see the current 'Tor Bay Harbour Authority Schedule of Charges, Dues & Fees' for details. Unfortunately it is not lawful for the Harbour Authority to enter into a contract with a minor (under 18 years of age) and the facility form agreement will therefore be in the name of a responsible adult. Please note that this discount is discretionary.

### **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 - TOR BAY 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 and evidence that the vessel is so insured shall be provided by Tor Bay Harbour upon request.
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 Tor Bay 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.
20. The storage of petroleum spirit and / or flammable substances and / or toxic chemicals and / or corrosive substances and / or noxious substances in storage lockers, is strictly prohibited.

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 the Council will claim a penalty for evading payment of charges equal to the debt due – See Section 30 of the Tor Bay Harbour Act 1970. Ultimately the Council may arrest your vessel under Section 30 of the Tor Bay Harbour Act 1970 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 Torbay 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

## TOR BAY 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.
- 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 two offers of a facility. A 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 Torbay area. (see the Tor Bay 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 Tor Bay 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.

### **Note**

#### **Torquay Town Dock & Inner Dock pontoons Priority**

The Town Dock and Inner Dock Pontoon waiting lists are closed when 30 names are registered for each band of berth size and when they are re-opened, names will only be accepted from those people with a primary address in the TQ1 to TQ5 postcode areas, on a first come first served basis, to be confirmed by a check of Council Tax records and/or Electoral Register information.. Town Dock and Torquay Inner Dock Pontoon berths will only be allocated to people outside the TQ1 to TQ5 postcode areas if no waiting list exists.

## **Appendix 3**

### **Mooring Exchange Scheme - Torquay Town Dock & Inner Dock**

Customers with existing berths on the Town Dock or Inner Dock may be able to exchange their facility for an alternative sized berth.

Customers may be eligible to exchange their allocated berth, so long as they fulfil the following conditions of exchange.

The 12 metre berths will not feature in this scheme.

Exchanged vessels must be of a length appropriate for the alternative sized berth requested.

Original Partnerships recognised during first allotment will remain exactly the same and cannot be added to.

Exchanges may only occur when 'pairs' are authorised by the Harbour Office. Customers will be notified when an exchange can be made, followed by any account for adjustment.

Requests for exchanges will be treated on a first come first served basis and each exchange will be appraised by the Harbour Authority to ensure correct use of facility and compatibility of vessels features.

An administration charge of £50 will apply per applicant and will feature in the account adjustment, when the exchange has taken place.

The decision to approve or decline an exchange request will be based, among other things, on maximising income for the harbour authority and will be at the Harbour Master's complete discretion.

#### **Step 1**

Complete form for existing berth to *move from*

#### **Step 2**

Enter details of preferred facility to *move to* – e.g. 6m 8m 9.14m or 10m

#### **Step 3**

Submit form and wait until a suitable 'pair' is made, then await acknowledgement and further details from the Harbour Office

#### **Step 4**

Move your boat as directed by the Harbour Authority, then pay the balance or receive a refund for the new facility (subject to the inclusion of the administration charge).

The Harbour Authority will reserve any right to withhold an 'exchange' especially if customers have found to have been sub-letting, not conforming to the local TQ1-5 post code restriction or have a history of late payment.



### Mooring Exchange Scheme – Application

(TOWN DOCK & INNER DOCK ONLY)

Name: .....

Boat Name: .....

LOA .....

Facility Pontoon..... Number.....

I wish to move to a :- (circle)

6m      8m      9.14m      10m      berth.

Signature .....

Date .....

Please return completed form to the Harbour Office