

Friday, 12 March 2021

**HARBOUR COMMITTEE**

A meeting of **Harbour Committee** will be held on

**Monday, 22 March 2021**

commencing at **5.30 pm**

The meeting will be held via Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/83323929841?pwd=dVArMDJKUWIKYk9ycjl2MmZkOEx3QT09>

Meeting ID: 833 2392 9841

Passcode: 244482

One tap mobile

+442039017895,,83323929841#,,,,,0#,,244482# United Kingdom

+441314601196,,83323929841#,,,,,0#,,244482# United Kingdom

**Members of the Committee**

Councillor Amil	Councillor Dudley
Councillor Barrand	Councillor O'Dwyer
Councillor Bye	Councillor Ellery
Councillor Carter	Councillor Mills

**External Advisors**

Mr Blazeby, Mr Day, Mr Ellis, Mr Stewart and Mr Young

---

**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:

**Amanda Coote, 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 AGENDA

1. **Apologies**  
To receive apologies for absence, including notifications of any changes to the membership of the Committee.
2. **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.)
3. **Urgent items**  
To consider any other items that the Chairman decides are urgent.
4. **Review of the Harbour Authority's Asset Management Plan** (Pages 4 - 7)  
To consider a report reviewing the Harbour Authority's Asset Management Plan.
5. **Tor Bay Harbour Operational Moorings and Facilities Policy** (Pages 8 - 32)  
To consider a report setting proposed changes to the Operational Moorings and Facilities Policy following annual review.
6. **Port Marine Safety Code and Health and Safety Report** (Pages 33 - 37)  
To receive an update on the above.
7. **Budget Monitoring** (To Follow)  
To consider a report setting out the overall budgetary position for Tor Bay Harbour Authority as at February 2021 compared with approved budgets.

- |     |                                                                                                                                           |                    |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 8.  | <b>Tor Bay Harbour Business Plan 2021-2022</b><br>To consider a report setting out the proposed harbour business plan for period 2021-22. | (Pages 38 -<br>51) |
| 9.  | <b>Harbour Liaison Forum Minutes</b><br>To note the submitted minutes.                                                                    | (Pages 52 -<br>54) |
| 10. | <b>Work Programme 2021/22</b><br>To confirm the work programme for 2021/22.                                                               | (Page 55)          |

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

If you are using 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**

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.

**Meeting: Harbour Committee**

**Date: 22 March 2021**

**Wards Affected: All**

**Report Title: Review of the Harbour Authority's Asset Management Plan**

**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 The Tor Bay Harbour Act 1970 empowers the Council to inter alia allot 'lands buildings and property of every description, and of whatever nature [to the] harbour authority ... for the purpose of the undertaking'. 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.

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

2.1 The AMP helps the Harbour's Asset Review Working Party (ARWP) to monitor the harbour estate and identify inefficient assets or those which require maintenance or disposal in order to provide strategic advice in respect of such assets. The ARWP customarily meets every 6 months to monitor and update the Harbour's asset maintenance programme. This rolling programme informs future Council capital expenditure and/or projects.

2.2 There are no new financial commitments associated with the adoption of this policy.

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

3.1 That the Harbour Committee adopt the updated Asset Management Plan.

### **Appendices**

1: Asset Management Plan 2021-22.

**Background Documents Nil**

**Report Clearance**

<b>Section 1: Background Information</b>	
<b>1.</b>	<p><b>What is the proposal / issue?</b></p> <p>1.1 The Council ‘from time to time’ vests a number of assets to the Harbour Authority to ensure that the undertaking remains a safe and sustainable place to serve the needs of our communities and contributes to the Council and Corporate Plan.</p> <p>1.2 The Harbour Committee annually adopts and implements an Asset Management Plan (AMP) as the means by which it meets its obligations to provide strategic direction for those assets which form part of the harbour estate.</p>
<b>2.</b>	<p><b>What is the current situation?</b></p> <p>2.1 The Harbour Committee governs the assets managed by the Harbour Authority. Many are critical to the safe operation of the harbour or essential in generating revenue.</p> <p>2.2 The ‘harbour estate’ means the piers, wharves, quays, berths, 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 Corporation (Council) as harbour authority and used for the purpose of the harbour undertaking. (Tor Bay Harbour Act 1970).</p> <p>2.3 The estate may be varied from time to time by the Council, having taken full consideration of the operational requirements of the harbour authority and the Council’s policy to deliver a self-funding, financially sustainable harbour service.</p> <p>2.4 The Harbour Committee annually nominates an Asset Review Working Party (ARWP) to advise whether harbour assets are required, fit for purpose and provide value for money. It also provides strategic direction in relation to these assets regarding their retention or disposal. This is in line with the harbour committee’s Terms of Reference set out in the Council’s constitution.</p> <p>2.5 The ARWP last met 22 March 2021, supported by the Harbour Master and TDA. No assets were identified as being surplus to requirement.</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>The well-regulated provision of assets harbour to quayside tenants positively contributes to the following priorities:</p> <ul style="list-style-type: none"> <li>• <b>A Thriving Economy.</b> The harbour estate supports viable and sustainable marine businesses.</li> <li>• <b>Thriving People and Communities.</b> The Harbour Authority discharges its statutory duty of care to provide a safe environment and conserve the environment.</li> </ul>

	<p><b>How does this proposal/issue contribute towards the Council's responsibilities as corporate parents?</b></p> <p>N/A</p>
6.	<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> <p>A healthy, safe and efficient Bay is also a key driver for non-maritime sectors such as tourism, environment, R&amp;D etc.</p>
7.	<p><b>How does the proposal/issue impact on people with learning disabilities?</b></p> <p>No discernible impact</p>
8.	<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>	
9.	<p><b>What are the financial and legal implications?</b></p> <p>None</p>
10.	<p><b>What are the risks?</b> Without an Asset Management Plan there is a risk that the material condition of the harbour estate declines to the point that lease revenues are depressed, personal safety is put at risk and that the Authority's reputation is traduced.</p> <p>Adoption and implementation of an Asset Management Plan will mitigate all of these risks.</p>
11.	<p><b>Public Services Value (Social Value) Act 2012</b></p> <p>N/A</p>
12.	<p><b>What evidence / data / research have you gathered in relation to this proposal?</b></p>

	Feedback from harbour users and liaison forums Feedback from Committee members Previous Harbour Committee reports
13.	<b>What are key findings from the consultation you have carried out?</b>  None.
14.	<b>Amendments to Proposal / Mitigating Actions</b>  N/A.

**Meeting: Harbour Committee**

**Date: 22 March 2021**

**Wards Affected: All**

**Report Title: Tor Bay Harbour Operational Moorings & Facilities Policy**

**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 report proposes changes to the Operational Moorings and Facilities Policy following annual review.

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

2.1 Local harbour legislation, byelaws and the harbour's terms and conditions governs the use of moorings and harbour facilities. These are codified in the Operational Moorings and Facilities Policy, which is subject to annual review.

2.2 The policy ensures that a consistent and equitable approach is applied to new and existing facility users. It does not form part of the Council's strategic policy framework.

2.3 We have made a number of minor amendments (eg typos) and removed the cap on some mooring waiting lists.

2.4 There are no new financial commitments associated with the adoption of this policy.

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

3.1 That the Harbour Committee adopts the Operational Moorings and Facilities Policy.

### **Appendices**

Appendix 1: Operational Moorings and Facilities Policy.

### **Background Documents**

Nil

Section 1: Background Information	
1.	<p><b>What is the proposal / issue?</b> The Tor Bay Harbour Authority annually review their Operational Moorings and Facilities Policy to ensure that it remains aligned with the evolving needs of both its stakeholders and the Service. This report proposes these changes to the Harbour Committee for discussion and endorsement.</p>
2.	<p><b>What is the current situation?</b> This new edition contains a number of minor administrative corrections and proposes the lifting of the cap on some waiting lists</p>
3.	<p><b>What is the relationship with the priorities within the Partnership Memorandum and the Council's Principles?</b></p> <p>The well-regulated provision of harbour moorings and facilities for harbour users positively contributes to the following priorities:</p> <ul style="list-style-type: none"> <li>• Thriving People</li> <li>• Thriving Economy</li> </ul>
5.	<p><b>How does this proposal/issue contribute towards the Council's responsibilities as corporate parents?</b></p> <p>N/A</p>
6.	<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> <p>A healthy, safe and efficient Bay is also a key driver for non-maritime sectors such as tourism, environment, R&amp;D etc.</p>
7.	<p><b>How does the proposal/issue impact on people with learning disabilities?</b></p> <p>No discernible impact</p>
8.	<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>None</p>
<b>10.</b>	<p><b>What are the risks?</b></p> <p>There is a risk that, without a codified policy, the Authority could not demonstrate transparency and fairness when allocating facilities.</p>
<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>None.</p>
<b>14.</b>	<p><b>Amendments to Proposal / Mitigating Actions</b></p> <p>Continue to deliver visible improvements to the harbour infrastructure.</p>

# TOR BAY

---

# HARBOUR

## **OPERATIONAL MOORINGS AND FACILITIES POLICY**

Version 17

## **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 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, securing or fixing 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 where proof of named local agent/person responsible for the vessel in emergencies can be provided.

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

The Torquay Town Dock waiting lists 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 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 within that facility. 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 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 for short periods of time and at the Harbour Masters 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 12 month rolling facility agreements that 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 must be confirmed in writing by email or letter to the Harbour Authority, these will then 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 a requirement 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, sublet 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. Tor Bay Harbour reserves the right under exceptional circumstances to assign a mooring to a third party for a set period, for cases such as probate.

### **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 sublet** 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 waiting lists 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. Torquay Town 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 within that facility.

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.

# TOR BAY --- HARBOUR

## 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

**Meeting:** Harbour Committee

**Date:** 22 March 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 21 Dec 20 (date of last Committee meeting) and 03 March 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.
11.	<p><b>Public Services Value (Social Value) Act 2012</b></p> <p>N/A</p>
12.	<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>
13.	<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>
14.	<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 21 December 2020 (date of last Committee meeting) and 03 March 21**

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

<b>Issue</b>	<b>Action taken</b>
Cruise vessel in Bay lost anchor and chain x3	MAIB investigation launched
Abandoned vessel sunk in Brixham and pontoon damaged	Vessel recovered. Pontoon repair under way. Requested quotes for disposal of vessel. Insurers will recover funds from owner
Fuel slick reported in Brixham harbour	Investigated and found to be less than one litre spilled. Monitored and evaporated.

**2. Health and Safety issues arising**

<b>Issue</b>	<b>Action taken</b>
Actions arising following Paignton harbour Fire Risk Assessment	Working through list of actions; expect to complete by end March
Minor fire on 'Dump End' in Brixham	Permit to work system reinvigorated Fuel station Risk Assessment and licence conditions under review
Quayside floodlights in Brixham MFV basin failed	Lights repaired but at end of serviceable life. Quotes for replacement system commissioned.
Officer slipped on ice on Brixham fish quay	Ice cleared away and area being monitored
Female fell from vertical ladder Brixham fish basin into water occasioning head injury	Taken to hospital by ambulance. Reported to MAIB and HSE; no further action
Male fell from steps in Brixham inner harbour occasioning 3 broken limbs	Taken to hospital by ambulance. Reported to MAIB and HSE - no further action Quotes for additional hand railing commissioned
Day boat landing pontoon Brixham harbour wood is rotten	Replacement wood ordered

**3. Other issues.** The Harbour Authority has recruited a permanent full time Health and Safety Officer who starts 01 April 2021. Initially they will be based at Brixham but will be providing HSE advice and assistance across all 3 ports and also to the Beach service.

## Service Business Plan 2021-22

Service Area	Tor Bay Harbour Authority
Directorate	Place
Head of Service	Adam Parnell
Business Plan Owner	Adam Parnell
Cabinet Lead	N/A This service is governed by the Harbour Committee

1. **About the Service.** Tor Bay Harbour is a self-financing business unit of Torbay Council which delivers the Council's statutory harbour function via a dedicated Harbour Committee which acts as the 'duty holder' for the purposes of the Port Marine Safety Code.

The harbour is both focal point and heart of Torbay's built and natural environment

The Bay is a working harbour that provides substantial protection from the prevailing weather for all sizes and types of merchant, passenger, fishing and cruise vessels. It hosts England's largest fishing port (by value of catch) and is increasingly becoming an aquaculture centre of excellence.

It is also a popular recreational harbour that hosts many local, national and international events, and it boasts clean and safe Blue Flag beaches. This business unit also manages the Council's beaches and coastline beyond the harbour limits/high water mark, with a separate revenue budget.

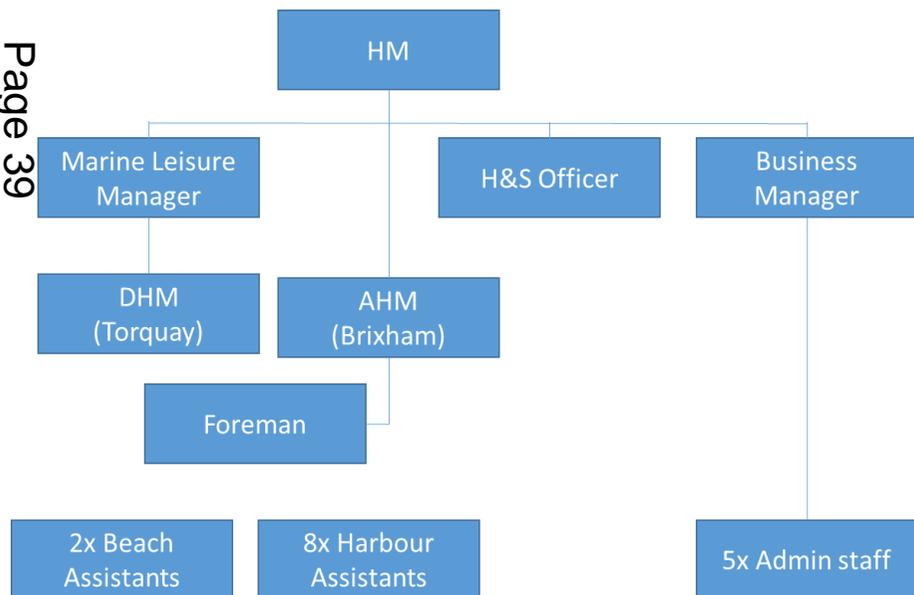
Arguably, the harbour's success is one of the key existential factors for Torbay's as a tourist destination, and both the Council and community rightly view the harbour as a critical and strategic asset.

### Service Outcomes

- Meet statutory obligations (open port duty, conservancy, environmental stewardship).
  - Council fit for the future / create a culture of partnership between the Council and communities / become an enabling Council
- Facilitate local and regional economic opportunities.
  - Thriving economy / Create an environment in which businesses and jobs can grow and where we have a local economy which is successful and sustainable / Capitalise on the unique strengths of our economy
  - Thriving economy / Be the premier tourist resort in the UK / Capitalise on our unique heritage

### Staff - 22 FTE + 6 seasonal assistants May-Sept

Page 39



### Revenue Budget (summary of budget digest)

	Number of FTE employees	Total expenditure £'000	Total income £'000	Net expenditure £'000
Beach Services	3.6	863	-946	-83
Tor Bay Harbour Authority	20.6	3,476	-3,476	0
<b>Service total</b>	<b>24.2</b>	<b>4,339</b>	<b>-4,422</b>	<b>-83</b>

Source: Torbay Council Budget Digest for 2021-22

Who are your customers?	Who are your key partners & stakeholders?
Berth and mooring holders Commercial property tenants, including concessionary outlets Commercial fishermen, fish-buyers, & fish distributors Passenger ferry operators Other commercial maritime operators MDL marina Beach hut owners	Emergency services Other emergency responders (RNLI, SAR helo operators, Adler and Allan) Maritime and Coastguard Agency / Coastguard Marine Management Organisation Inshore Fisheries and Conservation Agency UK Hydrographic Office Marine and Towage Services Group Brixham Trawler Agents MDL Yacht/sailing clubs, Scouts, Sea Cadets, divers, rowing/gig clubs, youth groups etc. Businesses and charitable organisations that operate on the harbour estate

**2. Key Achievements and successes - What went well over the last 12 months**

Page 40

- Ensured harbour continued to operate safely despite challenges of COVID and BREXIT
- Provided a safe harbour to up to 8 cruise vessels simultaneously
- Successfully reorganised the harbour's staffing and operating structures to better meet the evolving needs of our customers
- Facilitated the development of a commercial shell-fish hatchery and other commercial fishing industry units in Oxen Cove
- Contributed £877,000 to the Council's General Fund
- Hosted short-notice visit by Prime Minister to Brixham harbour

**3.1 Service Activities and Actions for the next 12 months**

Provide a summary of the key activities, actions and projects for the service in the year ahead in line with the service’s outcomes, the Community and Corporate Plan 2019-23 and other key service plans and strategies.

<b>Key Activities, Actions and Projects</b>	<b>Service Outcome, Community and Corporate Plan theme or other reason for undertaking</b>
<p>• Operate a safe and efficient harbour</p> <p>We will do this by:</p> <ul style="list-style-type: none"> <li>• Continuing to remain PMS compliant;</li> <li>• Employing a dedicated H&amp;S officer;</li> <li>• Integrating Environmental Health team into the Brixham Harbour Office;</li> <li>• Liaise with EA and other bodies for funding of sea defence improvements;</li> <li>• Promoting the Bay as cruise and aquaculture destinations.</li> </ul>	<ul style="list-style-type: none"> <li>• Thriving economy               <ul style="list-style-type: none"> <li>○ Create an environment in which businesses and jobs can grow and where we have a local economy which is successful and sustainable                   <ul style="list-style-type: none"> <li>▪ Build community wealth</li> <li>▪ Protect and accelerate the development of employment space to accommodate business growth</li> </ul> </li> </ul> </li> <li>• Tackling climate change               <ul style="list-style-type: none"> <li>○ Become a carbon neutral council and work with others to create a carbon neutral community                   <ul style="list-style-type: none"> <li>▪ Address flooding risks</li> <li>▪ Protect and accelerate the development of employment space to accommodate business growth</li> </ul> </li> </ul> </li> <li>• Council fit for the future               <ul style="list-style-type: none"> <li>○ Create a culture of partnership between the Council and communities                   <ul style="list-style-type: none"> <li>▪ Use technology to drive change</li> <li>▪ Become an enabling Council</li> </ul> </li> </ul> </li> </ul>
<p>• Digitise services</p> <p>We will do this by:</p> <ul style="list-style-type: none"> <li>• Moving to a cashless service;</li> <li>• Introducing online facility booking systems;</li> </ul>	<ul style="list-style-type: none"> <li>• Council fit for the future               <ul style="list-style-type: none"> <li>○ Create a culture of partnership between the Council and communities                   <ul style="list-style-type: none"> <li>▪ Use technology to drive change</li> <li>▪ Become an enabling Council</li> </ul> </li> </ul> </li> </ul>

Page 41

<ul style="list-style-type: none"> <li>Improving the MeterMacs water and electrical supply systems in Brixham;</li> <li>Introducing Office 365.</li> </ul>	
<ul style="list-style-type: none"> <li>Enlarge the commercial fishing port in Brixham</li> </ul> <p>We will do this by:</p> <ul style="list-style-type: none"> <li>Progressing site surveys, detailed drawings and other precursor works;</li> <li>Seek grant funding.</li> </ul>	<ul style="list-style-type: none"> <li>Thriving economy <ul style="list-style-type: none"> <li>Create an environment in which businesses and jobs can grow and where we have a local economy which is successful and sustainable <ul style="list-style-type: none"> <li>Capitalise on the unique strengths of our economy</li> <li>Build community wealth</li> <li>Protect and accelerate the development of employment space to accommodate business growth</li> </ul> </li> </ul> </li> <li>Tackling climate change <ul style="list-style-type: none"> <li>Become a carbon neutral council and work with others to create a carbon neutral community <ul style="list-style-type: none"> <li>Encourage a sustainably built environment</li> <li>Improve communications and transport connectivity and sustainability</li> </ul> </li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Improve the material condition of the harbour</li> </ul> <p>We will do this by:</p> <ul style="list-style-type: none"> <li>A limited dredging campaign;</li> <li>Improving the fenders and other berthing infrastructure around the quayside;</li> <li>Renewing elements of Torquay Town Dock;</li> <li>Improving Brixham Day-Boat landing facilities;</li> </ul>	<ul style="list-style-type: none"> <li>Thriving people <ul style="list-style-type: none"> <li>Have high aspirations for all of our residents <ul style="list-style-type: none"> <li>Support healthy, physically active lives for all</li> </ul> </li> </ul> </li> <li>Thriving economy <ul style="list-style-type: none"> <li>Be the premier tourist resort in the UK <ul style="list-style-type: none"> <li>Regenerate and re-invent our town centres</li> <li>Capitalise on our unique heritage</li> </ul> </li> </ul> </li> <li>Tackling climate change <ul style="list-style-type: none"> <li>Become a carbon neutral council and work with others to create a carbon neutral community <ul style="list-style-type: none"> <li>Encourage a sustainably built environment</li> <li>Improve communications and transport connectivity and sustainability</li> </ul> </li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li>• Protect and improve bathing water quality in the Bay</li> </ul> <p>We will do this by:</p> <ul style="list-style-type: none"> <li>• Working with EA, SWW and other stakeholders.</li> </ul>	<ul style="list-style-type: none"> <li>• Thriving people <ul style="list-style-type: none"> <li>○ Have high aspirations for all of our residents <ul style="list-style-type: none"> <li>▪ Support healthy, physically active lives for all</li> <li>▪ Promote good mental and physical health, reducing the occurrence of preventable illnesses</li> </ul> </li> </ul> </li> <li>• Thriving economy <ul style="list-style-type: none"> <li>○ Be the premier tourist resort in the UK <ul style="list-style-type: none"> <li>▪ Capitalise on our unique heritage</li> </ul> </li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Obtain CSAS accreditation for nominated harbour staff</li> </ul>	<ul style="list-style-type: none"> <li>• Thriving people <ul style="list-style-type: none"> <li>○ Build safer communities <ul style="list-style-type: none"> <li>▪ Work with partners to tackle crime, including exploitation, and its effect</li> </ul> </li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Support maritime events (eg Air Show, cruise visits, sailing events)</li> </ul>	<ul style="list-style-type: none"> <li>• Thriving people <ul style="list-style-type: none"> <li>○ Have high aspirations for all of our residents <ul style="list-style-type: none"> <li>▪ Support healthy, physically active lives for all</li> </ul> </li> </ul> </li> <li>• Thriving economy <ul style="list-style-type: none"> <li>○ Be the premier tourist resort in the UK <ul style="list-style-type: none"> <li>▪ Capitalise on our unique heritage</li> </ul> </li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Reduce energy usage</li> </ul>	<ul style="list-style-type: none"> <li>• Tackling climate change <ul style="list-style-type: none"> <li>○ Become a carbon neutral council and work with others to create a carbon neutral community <ul style="list-style-type: none"> <li>▪ Reduce Torbay's carbon footprint</li> <li>▪ Encourage a sustainably developed built environment</li> </ul> </li> </ul> </li> </ul>
<p><b>3.2 Planned changes in service over the next 12 months.</b></p> <ul style="list-style-type: none"> <li>• Please include any opportunities for services or processes that could be stopped or amended and opportunities to work with others (including other council services/partners/community)</li> <li>• Please include any planned consultation, engagement or influencing activity</li> <li>• Please include any external inspections (including Internal Audit inspections) that will take place on the service in the next 12 months</li> </ul>	

- Redesign Brixham harbour office to accommodate Environmental Health team dealing with fish/shell-fish export paperwork;
- Continue to provide advice to local MP regarding fishing industry matters
- Audits:
  - Trinity House audit of Aids to Navigation- annual
  - External audit of income and expenditure - annual
  - External audit of LOLER equipment - 6 monthly
  - External audit (aka 'thorough inspection') of harbour crane - annual
  - External audit of Port Marine Safety Code compliance - annual

### 3.3 Additional service resource requirements

- Please include technical/people/financial resource requirements including staff development requirements

- Staff: recruit 6 x seasonal harbour assistants in accordance with our new way of working
- Financial:

- Up to £7m for land reclamation and fish market capital project
- Up to £300k for Torquay pontoon renewal
- £150k for dredging of Brixham fairway and MFV basin to meet statutory conservancy obligations
- £250k for new harbour launch in Torquay to maintain an on-water presence to meet safety obligations
- £15k for replacement harbour workboat in Brixham

**4. Service Performance Standards/Indicators (quantitative and qualitative)**

What performance standards/indicators (also known as outputs) are you measuring to ensure you are delivering your outcomes?

Please Note: The below standards/indicators should be measuring both service delivery and internal service performance

Standard/Indicator ID	Standard/Indicator	Link to Community & Corporate Plan or other Outcome	Current Standard/Indicator Performance (Value)	Target Performance for Standard/Indicator (Value)	Target Date for Target Performance	Accountable Officer
TDAMS01	Harbour estate lettings occupancy	Thriving economy/ Create an environment in which businesses and jobs can grow and where we have a local economy which is successful and sustainable/ Protect and accelerate the development of employment space to accommodate business growth	100%	95%	Apr 22	HM

Page 45

TDAMS07	Fish toll income	Thriving economy/ Create an environment in which businesses and jobs can grow and where we have a local economy which is successful and sustainable/ Build community wealth	£873k (forecast)	£900k	Apr 22	HM
THARB26	% variation on budgeted income	Council fit for the future/ Create a culture of partnership between the Council and communities/ Become an enabling Council	-5% (forecast)	<2%	Apr 22	HM
THARB27	% variation on budgeted expenditure	Council fit for the future/ Create a culture of partnership between the Council and communities/ Become an enabling Council	+2.5% (forecast)	<2%	Apr 22	HM
B&C08	% variation on budgeted expenditure	Council fit for the future/ Create a culture of partnership between the Council and	0%	<2%	Apr 22	HM

		communities/ Become an enabling Council				
B&C11	% variation on budgeted income	Council fit for the future/ Create a culture of partnership between the Council and communities/ Become an enabling Council	-8.6% (forecast)	<2%	Apr 22	HM

## 5. Risk Management

What are the key risks that the service will need to manage and mitigate in the year ahead?  
To determine the value and colour rating of the risk please refer to the below Risk Matrix:

**2.2 Risk Matrix**

<b>Impact</b>	Critical	5	10	15	20	25
	Major	4	8	12	16	20
	Moderate	3	6	9	12	15
	Minor	2	4	6	8	10
	Insignificant	1	2	3	4	5
		Rare	Unlikely	Possible	Likely	Almost Certain
		<b>Probability</b>				

To aid in assessing impact and probability please see Appendix 1 of this template which has a guide on the definitions used in the risk matrix above.

Risk									
Risk ID (SPAR.net reference)	Risk Description	Related Performance Indicator ID (SPAR.net reference)	Current Risk Rating Value (Impact/Probability)	Current Risk Rating Colour (RAYG)	Current Mitigating Actions	Risk Rating after Current Mitigating Actions Completed (Value/Colour)	Target Risk Rating (Value/Colour)	Date to Achieve Target Risk Rating	Accountable Officer
BURHMS-10	Brexit disruption to fish tolls/ other income	TDAMS07 THARB26	15		Additional staff resource to expedite export paperwork. Re-baseline budget. Liaise with central Gov't	12		ASAP	A Parnell / Tara Harris
SARHMS-01	Climate change	TDAMS01 TDAMS07 THARB26 THARB27 B&C08 B&C11	15		Shoreline Management Plan. Invest in more sea defences (Paignton is priority)	9		Apr 22	Chief Exec
BURHMS-04	Financial sustainability	THARB26 THARB27 B&C08 B&C11	16		Reduce funds transferred to GF	12		Apr 22	M Phillips
BURHMS-05	Effective management of H&S		9		Recruit H&S officer	6		Apr 21	A Parnell

## **Appendix One – Risk Matrix Definitions**

### **A) Probability**

Almost Certain – Highly likely to occur or expected to occur in most situations

Likely – Likely to occur or will probably occur

Possible – Possible to occur or might occur at some time

Unlikely – Will most likely not occur or could occur at some time

Rare – Highly unlikely to occur or only occur in exceptional circumstances

## B) Impact

Category/ Descriptor	Insignificant	Minor	Moderate	Major	Critical
Operational delivery	Service delivery affected but not disrupted	Some disruption to specific service	Disruption to a number of service areas	Shutdown of specific service area/ disruption to a number of service areas	Shutdown of a number of service areas
Strategic Direction	Slight, temporary deviance from one area of strategic direction	Slight, temporary deviance from several areas of strategic direction	Significant deviance from one area of strategic direction	Significant deviance from several areas of strategic direction	Strategic direction totally compromised/ unrecoverable
Council Financial Impact	Loss of less than 0.5% of monthly budget or £5,000	Loss of more than 1% of monthly budget or £50,000	Loss of more than 5% of monthly budget or £100k	Loss of more than 10% of monthly budget or £500k	Loss of more than 15% of monthly budget or £1m
Legal	Sued for small amount of money	Court action – not prolonged	Prolonged court action/tribunal	Court action impeding delivery of Council objective	Protracted high profile legal proceedings
Governance	Individual internal control not effective	Number of internal controls not effective	Loss of confidence in internal controls requires senior officer intervention	Loss of confidence by Council or external audit bodies/suspension of Council officers	External body required to intervene in governance of Council
Reputation	Minor adverse publicity in local media	Significant adverse publicity in local media	Significant adverse publicity in national media	Sustained adverse publicity in national media Member dissatisfaction	Chief Operating Officer and/or Elected Member resignation/ removal
Workplace health & safety	Incident – no lost time & near miss	Less than 3 days lost	More than 3 days absence	Serious injury/ stress resulting in hospitalization	Fatality (not natural causes)
Health	No detrimental impact on health of individuals	Health issues will require treatment at community level	Health issues will require treatment in hospital	Long-term or acute health issues	Fatalities
Security	No notifiable or reportable incident	Localised incident. No effect on operations	Localised incident. Significant effect on operations.	Significant incident involving multiple locations	Extreme incident seriously affecting continuity of operations.
Social & Environmental Factors	No lasting detrimental environmental or social impact	Short-term detrimental environmental or social impact to localised area/ small group	Short-term detrimental environmental or social impact to wider community/ area/groups	Long-term detrimental environmental or social impact to wider community/ area/groups	Extensive detrimental long term impact on the environment and community
Assets	Low level loss or damage to asset; no effect on service or community provision	Short-term loss of asset not critical to service or community provision	Long-term loss of asset not critical to service or community provision	Short-term loss of asset critical to service or community provision	Total long-term loss of asset critical to service or community provision
Other services/ organisations	Service delivery by other services /organisations affected but not interrupted	Some interruption to specific services provided by other services /organisations	Disruption to a number of service areas provided by other services /organisations	Shutdown of specific service areas provided by other services /organisations	Shutdown of a number of service areas provided by other services /organisations
Local economy	Low level economic decline/ rise in unemployment	Significant economic decline affecting under 10% of businesses/rise in unemployment across limited no. of areas of Torbay	Significant economic decline affecting between 10% and 15% of businesses/rise in unemployment across Torbay	Significant economic decline in more than 15% of businesses/rise in unemployment across many areas of Torbay	Economic decline and unemployment is significant across all of Torbay

<b>Meeting Title</b>	<b>Torquay, Paignton &amp; Brixham Liaison Forum</b>
<b>Venue</b>	Zoom
<b>Date</b>	Tuesday 9 <sup>th</sup> March 10:30am

<b>Present</b>	Mr Adam Parnell (AP)	Cllr Judith Mills (JM)	Dave Saunders (DS)
	Charlotte Wesley (CW)	David Faithful (DF)	Tim Allen (TA)
	Cllr Vic Ellery (VE)	Nick Burns (NB)	Cllr James O'Dwyer (JO'D)
	John Osbourne (JO)	Tim Morris (TM)	Simon Pinder (SP)
	Mike Ellis (ME)	Charles Easterbrook (CE)	Cllr Nicole Amil (NA)
			Cllr Nick Bye (NBy)

<b>Agenda Items</b>	<ol style="list-style-type: none"> <li>1. Apologies</li> <li>2. Welcome</li> <li>3. Minutes from last meeting</li> <li>4. Business plan – priorities for the year</li> <li>5. Replacement harbour launch</li> <li>6. Safety update</li> <li>7. Visitor Pontoon</li> <li>8. AOB</li> </ol>
---------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>1.</b>	<b>Apologies for Absence</b>	<b>Action</b>
	<ul style="list-style-type: none"> <li>• Cllr John Dudley</li> <li>• Marshall Ritchie</li> </ul>	

<b>2.</b>	<b>Welcome</b>	<b>Action</b>
	Adam Parnell welcomed everyone.	

<b>3.</b>	<b>Minutes from last meeting</b>	<b>Action</b>
	<p>The minutes were accepted with no amendments. HM provided a brief update on issued raised thus:</p> <ul style="list-style-type: none"> <li>• New Health and safety post will be filled 1<sup>st</sup> April who is an Assistant Harbour Master by background.</li> <li>• Admiralty Chart 26 has ben updated to show amended anchorage positions and updated 5 kn markter locations</li> <li>• Government- £100million grant not yet open despite being announced in December.</li> <li>• (DS) volunteered to assist in patrols. HM noted and thanked him for this and will investigate.</li> <li>• HM continues to liaise with chief inspector regarding the provision of a uniformed Police presence to the Harbour Authority to deter anti-social behaviour on and off the wat</li> <li>• JO'D requested confirmation that Harbour budget agreed in Dec was reflected in Council budget digest [yes] and if Harbour Committee intended to seek funding from the forecast Council in-year underspend.? HM replied that a</li> </ul>	

	report requesting funds for a new work boat would shortly be brought to the Committee.	
<b>4.</b>	<b>Business plan – priorities for the year</b>	<b>Action</b>
	HM presented the draft business plan for 2021-22. The format template has changed to that recently issued by the Council for use by all service areas, and better maps activities and business objectives to the Council's <i>Community and Corporate Plan</i> . JO'D requested that 'events' and 'reducing energy usage' be added to the plan as objectives to which HM agreed.	
<b>5.</b>	<b>Replacement harbour launch</b>	<b>Action</b>
	HM briefed that <i>Oscar 4</i> (which is 16 years old) has cracks in hull and the tubes are perishing. The engine is also increasingly expensive to repair and it is considered timely to replace the boat. An options paper will be presented to the Committee in March for consideration.	
<b>6.</b>	<b>Safety update</b>	<b>Action</b>
	One cruise vessel lost chain and anchors on 3 separate occasions in the Bay. These have been recovered/replaced and the incidents have been reported to MAIB for consideration.  A recent storm caused damage to the Brixham visitor pontoon and the sinking of MY Sea Beast. The recovery and repair is being undertaken by the Council's insurers who will be reclaiming the money from the vessel owner. Separately the Harbour Authority disposed of another abandoned vessel at cost to the HA.	
<b>7.</b>	<b>Brixham Visitor Pontoon</b>	<b>Action</b>
	The walkway is being repaired and the plan is to have the pontoon replaced shortly after Easter.  Once replaced the Brixham team will be replacing the cleats and improving the electricity connections.  Heritage vessels will also be allowed to use the pontoon again, but for shorter periods because the weight of vessels on the pontoon is becoming an issue. A recent assessment indicates that the pontoons have at least 10 years of serviceable life remaining before they need to be replaced if not over-stressed.	
<b>7.</b>	<b>AOB</b>	
	There was general discussion about the Council's consultation to pedestrianise Victoria Parade, the main approach to Torquay harbour. There was opposition to this because the alternative road route could not safely accommodate vehicles with trailers, coaches collecting cruise passengers, delivery vehicles or lorries all of which access Beacon Quay. NA undertook to raise this at the Harbour Committee meeting  HM noted that cruise itineraries will be 'round UK' rather than international which provides an opportunity to grow Torquay as a cruise destination.  JO'D requested that the harbour take steps to reduce energy consumption. HM highlighted move to electric plant and that other initiatives are being explored.	

	<p>JM asked if CCTV Torquay town pontoon had been rectified. SP stated that it had.</p> <p>JM asked if Broadsands' beach huts could be moved so as to widen the pedestrian route in front of them. SP will see what can be done</p> <p>ME raised tardiness of invoices. KA advised that IT glitches were being worked through and they should be issued shortly.</p> <p>NBy asked for an update on fishing industry. AP replied that despite a challenging year, forecast for £900k fish tolls still achievable. Fishes have adapted to export issues. Fish export delays haven't helped, fish prices dropped as a result. Fisherman adapted going out on shorter trips to try make sure fish arrives fresh. £23 million announced to help goes a little way but mainly helps exporters.</p>	
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

**Next Meeting**  
**Venue**  
**Future meetings**

8<sup>th</sup> June 10:30am – likely to be a hybrid meeting eg in person and via IT.

**Dates of Harbour**  
**Committee Meetings**

22 March 2021

## Harbour Committee Work Programme – 2021-22 v1

Meeting	Standing items to be considered	Type of Report
<b>28 June 2021</b>	1. To review the Harbour Committee's Terms of Reference as per the Council's Constitution	Decision
	2. To appoint the: <ul style="list-style-type: none"> <li>a. Harbour Appointments Sub-Committee</li> <li>b. Harbour Asset Review Working Party</li> <li>c. Harbour Budget Review Working Party</li> <li>d. Pilotage Review Working Party</li> </ul>	Decision
	3. To consider the Budget outturn for previous financial year	To note
	4. Port Marine Safety Code and Safety Issues	To note

Meeting	Standing items to be considered	Type of Report
<b>27 Sept 2021</b>	1. Annual Performance Report of the Tor Bay Harbour Authority Business Unit (SPAR.Net)	To note
	2. To consider the Tor Bay Harbour Authority quarterly Budget Monitoring Report	To note
	3. Port Marine Safety Code and Safety Issues	To Note

Meeting	Standing items to be considered	Type of Report
<b>06 Dec 2021</b>	1. To consider the Tor Bay Harbour Authority Budget and Setting of Harbour Charges	Decision
	2. To consider the Annual Compliance Audit of the Port Marine Safety Code	Decision
	3. To consider the Tor Bay Harbour Authority quarterly Budget Monitoring Report	To note
	4. Port Marine Safety Code and Safety Issues	To note

Meeting	Standing items to be considered	Type of Report
<b>March 2022</b>	1. To agree the Tor Bay Harbour Authority Business Plan 2022/23	Decision
	2. To review the Operational Moorings Policy	Decision
	3. To consider the Tor Bay Harbour Authority quarterly Budget Monitoring Report	To note
	4. To agree the Harbour Committee Work Programme for 2022/23	Decision
	5. To review and approve the Tor Bay Harbour Asset Management Plan 2022/23	Decision
	6. Port Marine Safety Code and Safety Issues	To note