

HENLEY-ON-THAMES TOWN COUNCIL

GENERAL MOORING CONDITIONS 2010

CONDITIONS FOR BOTH TEMPORARY AND PERMANENT MOORINGS

DEFINITIONS

1. “Boat Owner” or “User” described here shall be deemed to be the legal owner, hirer, user, or person in control of a vessel.
2. “Council” means Henley-on-Thames Town Council or its successors.
3. Mooring Sites are -:
 - Permanent -:
 1. a) Moorings alongside The Promenade (Mill Meadows)
 - b) Thames Side North (“Little White Hart”) between Hobbs’ and Hooper’s Moorings
 - c) River Terrace between Hobbs’ and Alf Parrott Moorings
 2. Temporary (Overnight and short stay) -:
Moorings alongside Mill and Marsh Meadows
4. “Vessel” refers to all powered or non-powered boats, canal boats, barges, cabin cruisers, hire boats, rowing and sailing boats, tugs, steamers, launches.

GENERAL CONDITIONS APPLYING TO ALL MOORING SITES

A. General

1. The following are the conditions under which the Council agree to allow the Boat Owner/User to moor his/her vessel in the River Thames to the Council's land. Charges and contact details are as in Appendices 1, 2 and 3.
2. The Boat Owner or user shall ensure that the vessel has a valid Boat Safety Certificate and is currently registered with the Environment Agency for use on the River Thames throughout the whole of the Licence period and that the permit issued by the Environment Agency is at all times displayed whilst the vessel is on the mooring.
3. The Boat Owner or user will cause to be displayed in a visible position in a window or windscreen any licence, ticket or permit issued by the Council related to the current mooring agreement or charge paid.
4. All vessel users agree to the terms and conditions on moorings in force which may be issued by the Council from time to time and will adhere to all instructions given by its staff.

B. Mooring Conditions

1. No vessel in excess of 25 metres length will be moored except by special permission of the Council. At busy periods and with the permission of Council staff, canal or narrow boats ONLY will be allowed to "double up" on moorings provided the full mooring fees are paid by BOTH moorers and the mooring does not obstruct other vessels or river traffic. Otherwise NO doubling-up or multiple moorings are allowed.
2. No car, trailer or other vehicle can be parked near to or adjacent to a vessel except in designated car parking spaces where a relevant car park charge has been made and a relevant ticket or permission obtained.
3. The Boat Owner shall position or reposition his vessel in accordance with any directive which may be given by the Council's officers or staff.
4. The Boat Owner shall keep his vessel at all times in a clean and tidy, sound and watertight condition, shall anchor or moor the vessel in a good and sufficient manner and take all such other steps as may be necessary for the safety thereof, particularly in times of flood, frost, ice, storm or other adverse conditions and accept all responsibility with regard to such anchorage or mooring. The Boat Owner should be aware of and abide by all Health and Safety Rules pertaining to the use and mooring of the vessel and its equipment.

5. The Boat Owner shall not cultivate, camp upon, erect buildings, create barbeques or fires or otherwise occupy the Council's land or pavement alongside the allocated mooring nor place or allowed to be placed in the River Thames or on or adjacent to any part of the Council's land any post, pile, stage, pontoon or any other work whatsoever, except with and in accordance with the permission of the Council.
6. All Boat Owners, crew and visitors to boats must abide by the Council's By laws when moored at Mill & Marsh Meadows
7. The Boat Owner shall not do, or permit to be done upon or about the vessel, anything which in the stated opinion of the Council may cause damage, danger or annoyance or become a nuisance to the Council or to persons on or about the River Thames. This includes obstruction of towpaths, footpaths, benches, pavement, car parking spaces or other Council property. Excessive noise or disturbance of other persons is not permitted.
8. No refuse shall be thrown overboard or left on the riverbank, pavement or car parks, or disposed of in any way than in the receptacles provided by the Council or by removal from the Council's premises.

Items such as batteries, oil, corrosive and hazardous materials shall be the responsibility of the Boat Owner to dispose of away from the Council's land via an approved Waste Management Contractor.

Only general day-to-day rubbish generated from normal boating activities may be disposed of in the litterbin provided by the Council. Domestic or brought in rubbish is not permitted to be disposed of at or on the Council's land

C. Use of Moorings

1. No part of the Council's property or premises, or the moored vessel shall be used by the Boat Owner other than for the purpose of mooring the vessel and for gaining access on foot to and from the vessel.
2. The Boat Owner will use, or allow to be used, the vessel for recreational and holiday purposes and will not occupy the mooring for residential purposes.
3. The Boat Owner shall not use, or allow to be used, the vessel or any part of the Council's property or premises for commercial or business purposes. Commercial and business activity is defined as any trade that takes place from the vessel to members of the public along the towpath.
4. The benefit of the mooring Licence shall be personal to the Boat Owner only and shall not be capable of being assigned to any purchaser of the vessel or any other third party.

5. This Licence shall not in any way create a relationship of Landlord and Tenant or create any rights or obligations other than as expressed in this Licence.
6. No work shall be done to the vessel whilst at the Council's premises or moorings (unless with prior written consent of the Council which may be withheld at its sole discretion), other than minor running repairs or minor maintenance of a routine nature by the Boat Owner, his regular crew, or members of his family not causing any nuisance or annoyance to other users of the River Thames or any other person in the vicinity.
7. The Council does not undertake to cut any weeds growing in the river near to or adjoining these moorings and the Boat Owner is to be responsible for keeping the area of bank fronting his mooring in a tidy condition.
8. The Boat Owner must ensure that the vessel is left properly moored, secure and safe when not in use.
9. This Licence is a licence to moor only and does not include the right to fish either from the bank or the vessel.
10. The Council reserves the right to require the Boat Owner to remove his vessel at any time should it become necessary to do so in connection with the exercise of their statutory functions.

D. Damages, Losses and Safety

1. The Council shall not be liable whether in contract, tort or otherwise, for any loss, theft, vandalism or any other damage of whatsoever nature caused to any vessel or other property of the Boat Owner or others claiming through the Boat Owner except to the extent that such loss, theft or damage may be caused by the negligence or wilful act of the Council or those for whom the Council is responsible. It is recommended that Boat Owners secure their vessels with both mooring lines at the bow and stern AND an anchor on the riverside of the vessel.
2. The Boat Owner shall insure his vessel against loss or damage however caused and shall maintain third party insurance in respect of himself, his crew and his passengers for the time being and their agents, visitors, guests and contractors in a sum of not less than £1,000,000 in respect of each accident or damage and in respect of salvage insurance.
3. The Boat Owner shall pay for all loss, damage, costs, claims or proceedings incurred by or instituted against the Council, its employees or agents which may be caused by the vessel, or by the Boat Owner, his employees, agents, crew, guests or contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Council or those for whom it is responsible.

4. The Boat Owner shall not be entitled to any compensation for damage to the vessel, or loss or damage to anything thereon, occasioned directly or indirectly by reason of any fluctuation, diversion or alteration in the level, or direction of flow of water in the River Thames or by any works or operations of the Council in exercise of any statutory or other power whatsoever.
5. Neither the Council nor its officers are in any way responsible for the safety or custody of the vessel and the gear or fittings or other property thereon.
6. The Council gives no warranty that the moorings are fit for the permitted use and shall not be liable for any injury or any damage to any property of or any lesser claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or any other person pursuant to the exercise or purported exercise of the rights granted in this Licence.

E. Payments, refunds and defaults

1. The Council has the right to exercise a general lien upon any vessel and/or property of the Boat Owner whilst in or on the Council's mooring site, until such time as any money due to the Council in respect of the vessel and/or other such property on account of rental, storage, commission, access or berthing charges, work done or otherwise is paid.
2. Without prejudice to any other rights in respect of breaches of these Conditions, the Council shall have the right to terminate the licence granted to the Boat Owner in the following manner in the event of any breach by the Boat Owner of these Conditions or of any failure by the Boat Owner to make payment due to the Council.

If the breach is capable of remedy or the Boat Owner has failed to make any such payment, the Council may serve notice on the Boat Owner specifying the breach or failure to pay and requiring him to remedy the breach or pay the amount within seven days.

If the Boat Owner fails to remedy such breach or pay the amount due within seven days, or the breach is not capable of remedy, the Council may serve notice on the Boat Owner specifying the breach or failure to pay and requiring him to remove the vessel within seven days at the expiry of which the Boat Owner shall remove the vessel and any other property of his/hers from the Council's mooring site.

3. If the Boat Owner fails to remove the vessel on termination of the agreement the Council shall be entitled
 - (i) to charge the licensee with the amount of mooring fees attracted by the vessel's on-going moorings and/or
 - (ii) to apply to a court to reclaim the fees outstanding and to apply for the

payment of costs by the Boat Owner.

F. Special conditions related to long term or permanent moorings

1. The Boat Owner shall pay an annual or other period sum agreed by the Council, plus Value Added Tax, in advance of issue of the Licence. In any case where the vessel is found to be moored without a Licence and the Boat Owner is issued retrospectively, payment shall be paid to the Council by the Boat Owner within 14 days of the issue of the Licence.
2. Whenever a Licence is issued and the benefit continues to be enjoyed by the Boat Owner after 14 days from the date of issue of the Licence then there shall be deemed to be a mooring contract established between the Council and the Boat Owner as boat Boat Owner having taken (or continued to take) the facility so offered.
3. Before any sale, transfer or mortgage of the vessel the Boat Owner shall remove the vessel from the Council's mooring site.
4. The Boat Owner is not permitted to allow any vessel other than the boat described in the Renewal/Application Form to have use of the mooring.
5. No trade, plying for hire or business can take place on any vessel moored on Town Council moorings or on the adjacent Council property or other land.
6. Charges and timing of moorings will apply as in Appendix 2.
7. All other General conditions as above will apply.

G. Special conditions related to temporary moorings

1. No mooring on the temporary site at Mill & Marsh Meadows shall be made for longer than 7 nights without prior permission of the Council.
2. Charges and timing of moorings will apply as in Appendix 3.
3. All other General Conditions as above will apply.