

# South Hams Salcombe Harbour Board



<b>Title:</b>	<b>Agenda</b>															
<b>Date:</b>	<b>Monday, 28th January, 2019</b>															
<b>Time:</b>	<b>2.30 pm</b>															
<b>Venue:</b>	<b>Main Hall, Cliff House, Salcombe</b>															
<b>Full Members:</b>	<p style="text-align: center;"><b>Chairman</b> Cllr Brazil</p> <p style="text-align: center;"><b>Vice Chairman</b> Mr H Marriage</p> <p><i>Members:</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Ms A Jones</td> <td style="width: 33%;">Cllr Pearce</td> <td style="width: 33%;"></td> </tr> <tr> <td>Mr M Long</td> <td>Cllr Wingate</td> <td></td> </tr> <tr> <td>Mr M Mackley</td> <td>Cllr Wright</td> <td></td> </tr> <tr> <td>Mr I Stewart</td> <td></td> <td></td> </tr> <tr> <td>Mr M Taylor</td> <td>Lead Executive Member: Cllr Gilbert</td> <td></td> </tr> </table>	Ms A Jones	Cllr Pearce		Mr M Long	Cllr Wingate		Mr M Mackley	Cllr Wright		Mr I Stewart			Mr M Taylor	Lead Executive Member: Cllr Gilbert	
Ms A Jones	Cllr Pearce															
Mr M Long	Cllr Wingate															
Mr M Mackley	Cllr Wright															
Mr I Stewart																
Mr M Taylor	Lead Executive Member: Cllr Gilbert															
<b>Interests – Declaration and Restriction on Participation:</b>	Members are reminded of their responsibility to declare any disclosable pecuniary interest not entered in the Authority's register or local non pecuniary interest which they have in any item of business on the agenda (subject to the exception for sensitive information) and to leave the meeting prior to discussion and voting on an item in which they have a disclosable pecuniary interest.															
<b>Committee administrator:</b>	Member.Services@swdevon.gov.uk															

**1. Apologies for Absence**

**2. Minutes**

**1 - 8**

to approve as a correct record and authorise the Chairman to sign the minutes of the meeting of the Board held on 17 September 2018;

**3. Urgent Business**

brought forward at the discretion of the Chairman

**4. Division of Agenda**

to consider whether the discussion of any item of business is likely to lead to the disclosure of exempt information

**5. Declarations of Interest**

Members are invited to declare any personal or disclosable pecuniary interests, including the nature and extent of such interests, they may have in any items to be considered at this meeting

**6. Public Question Time**

a period of up to 15 minutes is available to deal with questions from the public

**7. Feedback from Harbour Community Forums**

to receive verbal reports from Board Members who attend the Harbour Community Forums on behalf of the Board

**8. Revenue Budget Monitoring 2018/2019**

**9 - 18**

**9. Harbour Master's Report - standing agenda item**

**19 - 60**

**10. Exclusion of Public and Press**

- to consider the following resolution to exclude the public and press:-

“That in accordance with Section 100(A)(4) of the Local Government Act 1972, the public and press be excluded from the meeting during consideration of the following items of business in order to avoid the likely disclosure to them of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A to the Act”;

**11. Decision Gateway: Harbour Workshop Development,  
Batson Quay**

**61 - 66**

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**MINUTES OF THE MEETING OF  
THE SALCOMBE HARBOUR BOARD  
HELD AT CLIFF HOUSE, SALCOMBE ON MONDAY, 17 SEPTEMBER 2018**

<b>Members in attendance</b>			
* Denotes attendance		∅ Denotes apology for absence	
*	Cllr J Brazil (Chairman)	*	Ms A Jones
*	Cllr J A Pearce	*	Mr M Long
*	Cllr K R H Wingate	∅	Mr M Mackley
*	Cllr S A E Wright	*	Mr H Marriage (Vice-Chairman)
		*	Mr I Stewart
		*	Mr M Taylor

Item No	Minute Ref No below refers	Officers in attendance and participating
All agenda items		Head of Paid Service; Salcombe Harbour Master; Finance Business Partner; and Senior Specialist - Democratic Services
8	SH.15/18	Senior Specialist (Assets)
11	SH.18/18	Estuaries Officer

**SH.11/18 MINUTES**

The minutes of the meeting of the Salcombe Harbour Board held on 16 July 2018 were confirmed as a correct record and signed by the Chairman.

**SH.12/18 DECLARATIONS OF INTEREST**

Members were invited to declare any interests in the items of business to be considered during the course of the meeting, and the following were made:

Cllr Wright, Ms Jones, Mr Marriage, Mr Stewart and Mr Taylor each declared a disclosable pecuniary interest in all related agenda items by virtue of having moorings or paying harbour dues to the Council. As a result of the Solicitor granting each Board Member a dispensation, they were all able to take part in the debate and vote on any related matters (Minute SH.3/18 above refers).

**SH.13/18 PUBLIC QUESTION TIME**

In accordance with the Public Question Time Procedure Rules, it was confirmed that there were no members of the public in attendance that were wishing to utilise this provision.

**SH.14/18 FEEDBACK FROM HARBOUR COMMUNITY FORUMS**

The Board received verbal update reports from those Members who attended the Harbour Community Forums. The updates were given as follows:

**Salcombe Kingsbridge Estuary Conservation Forum (SKECF)**

The representative advised that the next meeting of the Forum had been arranged to take place on Tuesday, 25 September 2018.

**South Devon & Channel Shellfishermen**

It was noted that no meetings of the Shellfishermen had been held recently. However, a positive meeting had taken place between representatives and the Harbour Master and the Shellfishermen were looking forward to the installation of the new freezer units.

**Kingsbridge and Salcombe Marine Business Forum**

Whilst acknowledging that the future of the high street was a national issue, the Forum had expressed a number of concerns over the trend whereby visitors were opting to utilise online national shopping sites. This growing trend was recognised by the Forum as beginning to have a real detrimental impact on the local economy.

**Kingsbridge Estuary Boat Club (KEBC)**

The representative advised that he had no issues to report to this meeting.

**East Portlemouth**

The representative advised that the Parish Council had raised some issues that were within the responsibility of the District Council and these were in the process of being followed up.

**SH.15/18 HARBOUR OFFICE/WORKSHOPS – PRESENTATION UPDATE**

By way of an update, the Senior Specialist (Assets) advised that an additional Stakeholder Workshop had been arranged to be held on the morning of Wednesday, 17 October 2018. In inviting all Board Members to attend this Workshop, it was noted that its main purpose was two-fold:

1. To provide a progress update on the last twelve months; and
2. To provide an opportunity for all stakeholders in attendance to consider the potential way forward.

During the subsequent debate, the following points were raised:-

- (a) On behalf of the Board, the Chairman emphasised that Members would not be supportive of any future proposals that were deemed to be detrimental to the Harbour;

- (b) A representative advised that some local concerns had been expressed over the Batson Marine Units potentially being unaffordable for local businesses and, such was the strength of view, that this consideration must be borne in mind. In addition, another representative stated the importance of imposing a legal covenant to ensure that units were maintained for the purpose of maritime business. It was felt that such a covenant would prevent permission from being granted to change the use of these units.

## SH.16/18 **2019/20 FEES AND CHARGES**

Members were presented with a report that recommended approval of the proposed Fees and Charges for the 2019/20 Financial Year.

In discussion, a Member expressed his view that elements of the proposed fees and charges were unduly detrimental to local residents. It was the belief of the Member that any increases in fees and charges should be targeted more towards visitors to the harbour than local residents. The Member proceeded to highlight his deep frustration that the Board had found itself in exactly the same dilemma as it had done twelve months ago at its meeting on 25 September 2017 (Minute SH.17/17 refers). In particular, the Member reminded those in attendance that, despite guarantees being made last year that a Board Workshop 'would be scheduled well in advance of this meeting to enable for informal (and detailed) consideration of the proposed fees and charges for 2019/20', this request had not been met.

Other Board Members had sympathy with some of the views expressed. However, when considering that the Harbour Master had only recently been appointed, coupled with the proposals being consistent with the approach taken by the Board in recent years, the majority concluded that they should be recommended for approval this year.

However, in recognition of the concerns expressed, an additional recommendation was **PROPOSED** and **SECONDED** and on being put to the vote was declared **CARRIED**:-

*'That, for 2020/21 and beyond, a Framework to review Fees and Charges be put in place. Specifically for 2020/21, this will commence with a Board Workshop on 19 November 2018, with the review being completed before the end of April 2019.'*

It was then:

### **RESOLVED**

1. That Council be **RECOMMENDED** that the proposed Fees and Charges be approved for implementation (to come into effect from 1 April 2019); and
2. That, for 2020/21 and beyond, a Framework to review Fees and Charges be put in place. Specifically for 2020/21, this will commence with a Board Workshop on 19 November 2018, with the review being completed before the end of April 2019.

(NOTE: in accordance with Council Procedure Rule 15.6, Cllr S A E Wright requested that his vote against part 1 of the recommendation be formally recorded).

## SH.17/18 **2019/20 BUDGET**

The Board considered a report that proposed that the Salcombe Harbour Authority Budget for 2019/20 be recommended to the Council for approval.

In discussion, reference was made to:-

- (a) the increased premises cleaning charges. In recognising that the budgetary increase reflected the wish to improve the standard of the facilities, it was agreed that the issue of the public conveniences should be subject of a future Workshop session. To signify the fact that Salcombe was a premium boating destination, Members emphasised the importance of the facilities reflecting this objective. Board Members recognised that local businesses also had a role to play in this respect and a representative confirmed that they were more than happy to be involved in discussions over future service provision;
- (b) the current approach to the annual Budget Setting process. Some of the earlier concerns in relation to considering the draft proposals earlier in the year were again reiterated and the view was expressed that the Board should be adopting a more strategic (and long-term) approach to setting its Financial Strategy. As a result, it was **PROPOSED** and **SECONDED** and when put to the vote declared **CARRIED** that:-  
  
 'The Board set out a Five Year Medium Term Financial Strategy (for the ultimate approval of the Council) that will underpin its annual Budget Setting process from 2020/21.'
- (c) the new Harbour Van. The Harbour Master confirmed that the £20,000 that was set aside in the agenda papers for a new Harbour Van was a nominal sum and he was confident that the actual purchase would be significantly less than this amount;
- (d) the proposed voluntary contribution to the Marine Infrastructure Reserve. A Member **PROPOSED** that the recommended contribution be reduced from £58,000 to £30,000. In the absence of another Member being willing to second this proposal, it was not subject to any debate;
- (e) the employee costs. A Member welcomed the amendments to the staffing structure following the last pay and grading review for Harbour staff.



It was then:

### **RECOMMENDED**

That Council be **RECOMMENDED** that:

1. the proposed 2019/20 Budget be approved for implementation (to come into effect from 1 April 2019); and
2. the Board set out a Five Year Medium Term Financial Strategy (for the ultimate approval of the Council) that will underpin its annual Budget Setting process from 2020/21.

## SH.18/18 **WATER QUALITY – VERBAL UPDATE**

The Chairman welcomed the Estuaries Officer and the Environment Agency (EA) Representative to the meeting to conduct a presentation on Water Quality.

During their presentation, particular reference was made to:-

- 'water quality' had many different meanings and measures but underlined the very health of the Estuary and indeed the Harbour and required a catchment and community-wide effort to conserve and enhance it;
- the role that the Estuaries Officer played within the local community to raise an informed and active awareness of water quality matters;
- the duty of regard that the Harbour and other relevant authorities had upon them towards the Water Framework Directive;
- the vital importance of knowing our local waters and the need for timely reporting of incidents and pollution via the EA's 24/7 Emergency hotline (0800 807060);
- the water body classification. It was noted that the Harbour continued to be classified as 'Moderate' against the Water Framework Directive. This was the same as in 2009 and it was confirmed that the reasons for this classification could be found on the online 'Catchment Data Explorer' (<https://bit.ly/2TtltB8>);
- the UK Government had this year launched its 25-year Environment Plan. In April 2018, 'New Farming Rules for Water' had been launched and these would be regulated through the EA. In discussion, Members welcomed that this was an important change that should be welcomed;
- budgetary pressures. Similarly to all other areas of the public sector, the Board acknowledged that the EA was having to monitor its budgets incredibly closely and that this was culminating in the organisation having to work within very tight constraints. As a consequence, the organisation recognised the value of local knowledge and was particularly keen to improve dialogue with local authorities and Housing Associations;
- Brexit. The representative confirmed that every indication was that Central Government remained wholly committed to maintaining the existing environmental standards.

In the subsequent discussion, the following points were raised:-

- (a) When questioned, the representative informed that South West Water had considered the recent works that had been undertaken to separate rain water from sewage in Salcombe had been a great success;
- (b) The Board noted that a local project was underway to encourage the engagement of holidaymakers to continue their high standard of waste disposal whilst on holiday as they would at their primary residence;
- (c) All Members recognised that excess sedimentation was a significant issue in this area.

In conclusion, the Chairman thanked the Estuaries Officer and the EA representative for their informative presentation and he gave an assurance that all Members recognised the fact that water quality was a major issue for the Harbour.

## SH.19/18 **HARBOUR MASTER'S REPORT**

A report was considered that updated the Board on a number of recent issues that had affected the Harbour.

In the ensuing discussion, reference was made to:-

- (a) the capsized vessel incident. A number of Members highlighted that Salcombe had gained a reputation as being a Harbour in which underage children were being put in charge of high powered vessels without wearing life jackets or kill cords. The Board emphasised the magnitude of this issue and stressed the importance of it being addressed with preventive measures being suggested that included:
  - o the removal of moorings;
  - o the need to instigate a communications campaign to educate harbour users;
  - o investigating whether the speeding byelaws should be revised; and
  - o considering whether the use of kill cords should be compulsory in the harbour.

In addition, the Board recognised that two visiting yachts had unfortunately been damaged in the incident. It was agreed that the Chairman would write to the owners of these yachts offering the sincere apologies of the Board and reassuring them that Members take this matter incredibly seriously;

- (b) revising the Moorings Policy. The Board supported a proposal that the Policy be informally reviewed at the Board Workshop on 19 November 2018. In recognition of the number of areas that the Workshop would cover, the agenda for this session was agreed as follows:-

10.00am – 11.00am: Public Conveniences;  
11.00am – 12.30pm: Moorings Policy; and  
1.15pm: Fees and Charges and Annual Budget  
Setting Process;

- (c) the Performance Indicators. The Indicators were considered to be positive and relevant to the Board and would provide a very useful barometer to compare performance trends moving forward;
- (d) a staff structure chart. An updated Harbour Authority staff structure chart was tabled to the meeting. In its consideration, a Member recorded his thanks for the work of the Head of Paid Service in listening to the concerns of the Board and reflecting these in the revised structure. Furthermore, thanks was also extended from the Board to the Harbour Master and all of the Harbour Staff for their hard work and efforts during an incredibly busy summer season.

It was then:

**RESOLVED**

That the report be noted and the proposals contained within it and the detailed minutes above be endorsed.

(Meeting commenced at 2.30 pm and concluded at 5.30 pm)

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Chairman

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# Agenda Item 8

Report to: **Salcombe Harbour Board**  
Date: **28 January 2019**  
Title: **Revenue Budget Monitoring 2018/2019**  
Portfolio Area: *Commercial Services*  
Wards Affected: **All**  
Relevant Scrutiny Committee: **Overview and Scrutiny Panel**

Urgent Decision: **N** Approval and clearance obtained: **Y**

Authors: **Pauline Henstock** Roles: **Head of Finance Practice**  
**Cameron Sims-** **Harbour Master**  
**Stirling**

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## Recommendations:

**That the Board notes the forecast income and expenditure variations for the 2018/19 financial year and the overall projected underspend of £100, essentially a breakeven position.**

### 1. Executive summary

1.1 This report updates Members on income and expenditure variations against the approved budget and forecasts the year end position.

1.2 Gross expenditure is set at £1.13 million in the 2018/19 balanced budget. As at 11 January 2019, a small surplus of £100 is forecast as shown in Appendix A.

### 2. Background

2.1 A detailed and balanced budget for Salcombe Harbour is set every year. In order to keep Members up to date a regular budget monitoring report is brought to the Board.

### 3. Outcomes/outputs

3.1 A surplus of £100 is currently forecast for 2018/19. The main variances leading to this position are shown in the table below:

**TABLE 1: 2018/19 BUDGET FORECAST**

	<b>2018/19 Budget expenditure/ (income)</b> £	<b>Budget variations increase/ (decrease)</b> £	£	
<b>APPROVED NET BUDGET</b>			-	
<b>Reductions in expenditure/additional income</b>				
Employees	414,500	(6,000)		A
Transport related expenses	55,100	(5,800)		B
Capital charges	25,100	(5,600)		C
Harbour dues income	(295,900)	(8,800)		D
Pontoon income	(169,800)	(4,900)		E
Water taxi income	(36,000)	(4,200)		F
Other minor variances		(1,600)		
<b>Subtotal of variations</b>			<b>(36,900)</b>	
<b>Increases in expenditure/reductions in income</b>				
General R & M	20,000	2,500		G
Marks & Beacons	1,000	3,500		H
Moorings	62,000	19,000		I
Refuse collection/Cleaning	10,500	2,300		J
Printing, Stationery & Advertising	9,300	3,900		K
Mooring hire income	(466,500)	5,600		L
<b>Subtotal of variations</b>			<b>36,800</b>	
<b>PROJECTED SURPLUS</b>			<b>(100)</b>	

**Notes**

- A. **Employees** – seasonal staff pay and overtime have risen through extensions to contracts to cover additional patrol duties, assistance at the Boatpark and to facilitate events. During the transitional period where staff were restructured a Boatman’s wage was also paid as seasonal staff. This had led to small overspends of £9,800

on seasonal staff and around £2,500 on overtime. However, this is offset by an increased recharge from the Harbour to the District Council to reflect the time spent on Dartmouth Lower Ferry during 2018/19 which equates to £17,300.

- B. **Transport related expenses** – although fuel costs are higher than budgeted, elements of the general R & M budget are not required and will be partly used to fund the tools and materials overspend in 'G' below.
- C. **Capital charges** – the loan repayments for the new pontoons project were budgeted from April 2018. However, as the project didn't commence until October 2018 a saving of £5,600 is anticipated in 2018/19. Details of the current loans provided by the District Council are shown in Appendix B.
- D. **Harbour dues income** – the exceptional seasonal weather has increased the number of both craft resident within the harbour and those visiting from sea. This has led to additional income of £8,800.
- E. **Pontoon income** – in line with the good weather the use of Whitestrand and its remote pontoon during July and August has increased producing additional income of £4,900.
- F. **Water taxi income** – the exceptional seasonal weather has increased the number of both resident and visiting vessels requiring the services of the water taxi. Events on the East Portlemouth side of the harbour have increased the requirement to taxi passengers on particular evenings.
- G. **General repairs and maintenance** – this relates to a small overspend on tools & materials (£2,500), funded from the transport R & M saving in 'A' above that is to be reallocated to this budget in future.
- H. **Marks and beacons** – the overspend of £3,500 relates to the rare conservancy cost in 2018/19 for an external contractor to paint navigation poles at the entrance to the harbour to satisfy a time critical report by Trinity House.
- I. **Moorings** – the main overspend relates to chain purchase (£14,000) to replenish stock, the price of chain has also increased. The uncertainty over the Egremont and any recuperation of her moorings meant that the purchase of heavy chain was still required, this stock is now supplemented by good second hand chain recovered from her moorings which will supply general maintenance for years to come. Stock had also depleted from the replacement of a faulty batch of 16mm chain and the entire replacement of particular mooring systems. More unsettled winter weather has caused mooring tackle to wear quicker and for either components to be upgraded or replaced more often.

- J. **Cleaning** – this now includes the frequent cleaning of the showers for visiting yachtsmen.
- K. **Printing stationery & advertising** – this overspend of £3,900 relates to a four page advert within the Salcombe Guide.
- L. **Mooring hire income** – a small shortfall of £5,600 (1.2% of the mooring hire income budget) is anticipated for 2018/19. This relates to the miscoding of some of the advanced visitors foreshore payments in 2017/18 resulting in them being included in the 2017/2018 accounts rather than 2018/19. In addition, no charges were raised towards the Egremont Trust this year.

#### 4. Issues for consideration

- 4.1 The projected surplus of £100 is essentially a break even position for 2018/19 and equates to less than 0.01% of the gross budget.

#### 5. Reserves

- 5.1 Salcombe Harbour holds three reserves as follows:
  - **General Reserve** – comprising the accumulation of generated trading surpluses;
  - **Renewals Reserve** –for the replacement of the Harbour’s infrastructure assets, excluding pontoons;
  - **Pontoon Reserve** –for the replacement of pontoons.

A summary of the projected Harbour reserve balances as at 31 March 2019 are shown in Appendix B.

#### 6. Proposed Way Forward

- 6.1 Regular budget monitoring updates will be brought to the Board.

#### 7. Implications

Implications	Relevant to proposals Y/N	Details and proposed measures to address
Legal/Governance	Y	The Pier and Harbour (Salcombe) Confirmation Order 1954.
Financial	Y	The report identifies a projected break even position for 2018/19, a small surplus of £100.
Risk	Y	Budget variances – continual budget monitoring ensures early identification of variances. Reporting to the Board provides an opportunity for Members to



		identify and instigate remedial action where appropriate.
Comprehensive Impact Assessment Implications		
Equality and Diversity	N	None directly arising from this report.
Safeguarding	N	None directly arising from this report.
Community Safety, Crime and Disorder	N	None directly arising from this report.
Health, Safety and Wellbeing	N	None directly arising from this report.
Other implications	N	None directly arising from this report.

### **Supporting Information**

Appendix A – Salcombe Harbour Revenue Forecast 2018/19  
Appendix B – Harbour Balances and Loans Forecast 2018/19

### **Background Papers:**

None

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**SALCOMBE HARBOUR REVENUE FORECAST 2018/2019**

		<i>As at 11th January 2019</i>			
Actual 2016/2017	Actual 2017/2018		Budget 2018/2019 (At outturn prices)	Forecast 2018/2019	Variance Forecast to Budget
£	£		£	£	£
		<b>Employees:-</b>			
385,762	398,285	Harbour	414,500	408,500	(6,000)
		<b>Premises-Related Expenditure:-</b>			
23,714	22,192	General Repairs and Maintenance	20,000	22,500	2,500
52,030	63,991	Security Patrol	65,000	65,000	0
10,720	6,500	Landings and Pontoons	4,000	4,000	0
655	0	Marks and Beacons	1,000	4,500	3,500
67,577	63,515	Moorings	62,000	81,000	19,000
261	721	Insurances	1,000	1,000	0
23,485	22,816	Utility Charges	22,500	23,700	1,200
132,164	141,467	Rents	144,100	141,900	(2,200)
9,534	8,835	Refuse Collection /Cleaning	10,500	12,800	2,300
320,140	330,037		330,100	356,400	26,300
		<b>Supplies and Services:-</b>			
16,251	15,633	Equipment	14,600	13,000	(1,600)
9,386	10,082	Printing, Stationery and Advertising	9,300	13,200	3,900
5,940	9,203	Communications (Radios, Telephones, Postage etc.)	6,800	7,000	200
4,588	2,372	Protective Clothing	4,500	4,000	(500)
17,120	18,281	Credit Card Handling Charges	18,000	18,000	0
24,287	23,871	Miscellaneous	24,500	24,800	300
77,572	79,442		77,700	80,000	2,300
43,908	48,307	<b>Transport-Related Expenses (Launches etc.)</b>	55,100	49,300	(5,800)
43,500	43,800	<b>Central Support Services</b>	44,100	44,100	0
34,000	34,000	<b>Contribution to Renewals Reserve</b>	40,000	40,000	0
61,500	61,500	<b>Contribution to Pontoon Reserve</b>	50,000	50,000	0
46,300	58,000	<b>Contribution to Marine Infrastructure Reserve</b>	58,000	58,000	0
0	1,893	<b>New Projects Funded From Revenue</b>	5,000	5,000	0
37,985	69,480	<b>Items being met from Reserves</b>	30,000	17,100	(12,900)
24,800	13,100	<b>Capital Charges (Net)</b>	25,100	19,500	(5,600)
1,075,467	1,137,844	<b>TOTAL EXPENDITURE</b>	1,129,600	1,127,900	(1,700)
(278,492)	(285,733)	Harbour Dues	(295,900)	(304,700)	(8,800)
(482,143)	(479,333)	Mooring Hire	(466,500)	(460,900)	5,600
(166,579)	(167,730)	Small Boat Pontoon Systems	(169,800)	(174,700)	(4,900)
(36,404)	(36,703)	Water Taxi Service	(36,000)	(40,200)	(4,200)
(23,073)	(22,375)	Mooring Licences	(23,700)	(22,300)	1,400
(42,239)	(69,514)	Security Patrol Fees	(69,200)	(69,200)	0
(54,273)	(40,160)	Miscellaneous	(37,800)	(38,200)	(400)
(37,985)	(69,480)	Contribution from Reserves	(30,000)	(17,100)	12,900
(900)	(600)	Interest	(700)	(700)	0
(1,122,088)	(1,171,628)	<b>TOTAL INCOME</b>	(1,129,600)	(1,128,000)	1,600
(46,621)	(33,784)	<b>(SURPLUS) / SHORTFALL ON TRADING ACTIVITIES</b>	0	(100)	(100)

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**HARBOUR BALANCES AND LOANS FORECAST 2018/19**

**APPENDIX B**

As at 11th January 2019

**Pontoons Reserve**

	£
<b>Balance as at 1st April 2018</b>	<b>161,666</b>
ADD	
Contribution 2018/2019	50,000
Interest 0.6%	<u>1,000</u>
	212,666

*Less anticipated expenditure*

-

**Projected Balance as at 31st March 2019**     **212,666**

*N.B. £114,000 is committed to repay the Batson Pontoons loan in 2019/20.*

**Renewals Reserve**

	£
<b>Balance as at 1st April 2018</b>	<b>111,518</b>
ADD	
Contribution 2018/2019	40,000
Interest 0.6%	<u>700</u>
	152,218

*Less anticipated expenditure*

40HP Honda engine	(4,500)
20HP Honda engine	(2,066)
Rib engine*	(7,000)
Leading lights - Scoble Point	(3,500)

*\*£23,000 was approved for the Rib and engine as part of the 2018/19 Budget, however only the engine is being replaced this year.*

**Projected Balance as at 31st March 2019**     **135,152**

**Estimated Total Reserves Balances as at 31 March 2019**     **£491,154**

**General (Revenue Account) Reserve**

	£
<b>Balance as at 1st April 2018</b>	<b>143,236</b>
ADD	
Estimated surplus as at 11/01/19	100
	<u>143,336</u>

*Less anticipated expenditure*

-

**Projected Balance as at 31st March 2019**     **143,336**

**A summary of loans outstanding with SHDC**

	<b>Batson Pontoons</b>	<b>Pontoons Project</b>
Start date	1.4.09	1.10.18
Repayment period	25 years	25 years
Maturity date	31.3.34	30.9.43
Original advance	£190,000	£230,000
Interest rate - <b>Note 2</b>	4.75%	2.73%
Annual repayment		
Interest	£5,500	£3,600
Principal	<u>£7,600</u>	<u>£9,200</u>
Total	<u>£13,100</u>	<u>£12,800</u>
<b>Total repayment due - Note 1</b>	<b>£327,500</b>	<b>£320,000</b>
<b>Total outstanding 31.3.2019 - Note 1</b>	<b>£114,000</b>	<b>£313,600</b>
<b>Total outstanding 31.3.2020</b>	<b>-</b>	<b>£300,800</b>

**Notes**

- Batson Pontoons** - this loan will be repaid early in 2019/20, reducing the total repayment due from £327,500 to £245,000, saving £82,500 in interest payments. The amount outstanding at 31.3.19 of £114,000 excludes interest, due to the early repayment.
- Pontoons Project** - this project started in October 2018. Therefore only half of the above annual repayment is due in 2018/19. N.B. The interest rate was estimated in the September 2018 budget report at 2.59%. However, the PWLB loan rates had increased slightly to 2.73% when the loan was actually taken out in October 2018. This increases the annual interest payment from £3,400 to £3,600.

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Report to: **Salcombe Harbour Board**

Date: **28 January 2019**

Title: **Harbour Master's Report**

Portfolio Area:

Wards Affected: **All**

Relevant Scrutiny Committee:

**Overview and Scrutiny Committee**

Urgent Decision: **N** Approval and clearance obtained: **Y**

Date next steps can be taken: **N/A**  
(e.g. referral on of recommendation or implementation of substantive decision)

Author: **C Sims-Stirling** Role: **Harbour Master**

Contact: **01548 843791**

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## **Recommendations:**

1. That the Board **RESOLVES** to note and endorse the content of the Harbour Master's report.
2. That, in the event of the Council's Executive approving the transfer of all six Public Conveniences to Salcombe Town Council (with effect from 1 October 2019), the Board support the principle of the consequent £5,000 budget pressure in 2019/20 being funded from its Reserves.

## **1. Executive summary**

1.1 This report updates the board on a number of recent issues affecting the Harbour. The report updates on a service performance, major projects and any other issues which impact upon the Harbour.

## **2. 2018/2019 Projects**

### **2.1 Pontoon Project.**

The approved pontoon project has now been completed within budget, working with Walcon Marine.

2.1.1 Upgrades to existing pontoon systems in the East Bag have been installed creating a vast improvement from the old second hand pontoon system that was in place.

2.1.2 The seasonal overflow pontoon system "Cubi" has been reworked to a substantial commercial grade pontoon system, this required the upgrade of some of the existing starboard hand channel markers to facilitate the upgrade. The pontoon system has been test fitted and will now berth over winter on a sheltered mooring in the Bag ready to be fitted for the main season.

2.1.3 Dentridge Pontoon has been completely replaced with a piled commercial grade pontoon system (115m) this system replaces the old second hand pontoon system previously held with a series of mooring blocks and chains that was challenging to maintain and environmentally detrimental vs the new system which has a minimal surface area/scouring potential on the seabed. The disposal of all of the old pontoon systems that were beyond repair was also completed within this project.

## **2.2 Fish Quay Project.**

The vast majority of the Fish Quay project has now been completed subject to an imminent delivery of the new access walkway and tender pontoon replacement from Walcon Marine.

2.2.1 4x new freezer units have been successfully installed and commissioned in late December 2018. The orientation of the freezers has been changed from the previous installation to assist with quay operational demands, the usable space inside has been increased by 25% and the energy consumption significantly reduced for the end user. Within this project the ice machine has been serviced and again repositioned to aid operational demands.

2.2.2 Wooden Fendering has been installed throughout the whole of the Fish Quay frontage to fall flush with the concrete capping beam. This was due to be part of the major Fish Quay works 5 years ago however due to budget constraints it had to be postponed. The completion of this project has now improved the safety of mooring fishing boats alongside the quay and will also prolong the life of the metal sheet piles.

2.2.3 The Fish Quay tender pontoon historically has been only assessable via a ladder, once the new system has been installed access will now be available using a purpose built bridge that will land on new replacement pontoons, this is a far better and safer way to get ashore given that our fishing fleet operate 24hrs a day.

The Asset team secured the funds and led the design and tender process of the whole project which has been delivered successfully.



### **3. Performance Indicators**

The Harbour Board endorsed the introduction of a set of Performance Indicators (PIs) and to have them reported as a standing agenda item (SH 26/06).

*Please see Appendix 1 + 2*

#### 3.1 Appendix 1 – Winter PI's.

The Performance Indicators (PI's) are presented in a seasonal format and will expand and demonstrate patterns going forward with both our summer and winter PI's.

As you can see from the Appendix 1 the Harbour is well on track to complete the winter program of work despite running several large projects alongside normal work. Additional income has been secured with SHA assisting several contractors with some major sea wall repairs at East Portlemouth. The workshop team will now focus on the refitting of the Harbour Launches before the start of the 2019 launching plan for the winter storage vessels in March. The moorings team are now busy completing the morning maintenance program and will then move into the roll out of the pre-season program.

#### 3.2 Appendix 2 - Facilities Given Up.

This appendix reflects in what areas our facilities are being given up and should aid us in the future to make informed decisions on any further projects. On average this year we have seen approx. 6% of all facilities being given up.

#### 3.3 Options available and consideration of risk.

Monitor and report; periodically review PIs for their utility.

#### 3.4 Proposed Way Forward.

Continue monitoring PIs with regular reports back to the Board.

### **4. Moorings Policy.**

Please see Appendix 3

4.1 The moorings policy will be formally reviewed every five years. The policy has been updated following comments received by the Harbour Board Members at a recent workshop session. Any specific urgent issues which fall outside of the current policy will be dealt with as they arise by the Harbour Board until the revised policy has been adopted. Once ratified by Full Council the amended policy will be published.

### **5. Public Conveniences.**

5.1 There is currently a major SHDC project underway to improve the cost efficiency of the public toilet service. As a

discretionary service with a significant budget spend the Council is having to look at the best way to improve cost efficiency in this area whilst still maintaining a strong level of service to the public.

This is being addressed through a range of options dependant on the usage levels and locations of the individual toilet facilities.

The key considerations are:

- Transfer of asset/devolution of service to the community
- Pay on entry as a contribution to running costs (higher footfall sites)
- Recognition of the wider network of toilets available for public use through private providers
- Seasonal service provision

This combination hopes to continue to provide a good service for the public but at a manageable cost and recognises the differences in toilet locations. E.g. proximity to alternative toilets, number of alternatives, tourist use and so forth.

5.2 Following a recent Harbour Board workshop discussion and subsequent meetings between representatives of the Harbour Board and Salcombe Town Council a proposal for the two groups to jointly contribute funding in lieu of pay on entry income and run the Salcombe Estuary toilets for a 2 year initial period is being proposed to the town council. The principles of the proposal will be provided to SHDC in February for consideration with a proposed handover date of 1<sup>st</sup>. An annual contribution of £10,000 is recommended by the Harbour Board. Negotiations on the details of the proposal would then follow, with discussions already taking place to achieve 3<sup>rd</sup> party business contributions to the service locally.

## **6. Harbour Truck.**

6.1 At the September 2018 HB meeting it was agreed that 20k was to be allocated for a new Harbour Truck (HT) funded from reserves in 2019-2020. It has been possible to secure a new HT as part of the overall Council fleet replacement scheme. This offered SHA an excellent discounted rate on a new HT however it meant the delivery of the new HT will fall in the 2018-2019 financial year. Delivery is due early Feb 2019. This will be progressed by the Transport Manager.

6.2 As part of the SHA security contract SHA have to provide the contactor with a vehicle and vessel for them to carry out patrols. Since the commencement of the contract the mileage on our current HT has increased substantially and due to the nature and location of the patrols wear and tear has increased. SHA request that the HB note whilst the current HT is still operational SHA will run both vehicles until the contract ends with our security provider in 2 years' time as long as the current HT is viable to maintain within budget.

## 7. 2020/2021 Rates and Charges.

7.1 SHA are on track to present at the April HB meeting a full set of proposed rates and charges for the 2020/2021 season in advance of the Sept 2019 HB budget setting meeting.

## 8. Implications

Implications	Relevant to proposals Y/N	Details and proposed measures to address
Legal/Governance	N	Where appropriate, reference to legal implications is referenced in the report
Financial	Y	An annual contribution of £10,000 is proposed at this time following the outcome of SHDC's Executive meeting in February. However due to the proposed handover date being 1 <sup>st</sup> Oct 2019 this year's contribution of £5,000 is proposed to be met from the general (revenue account) reserve.
Risk	N	
Comprehensive Impact Assessment Implications		
Equality and Diversity	N	None
Safeguarding	N	None
Community Safety, Crime and Disorder	N	
Health, Safety and Wellbeing		
Other implications	N	

### **Supporting Information**

#### **Appendices:**

- Appendix 1 – Performance Markers.
- Appendix 2 – Facilities Given Up.
- Appendix 3 – Moorings Policy – Updated.

**Background Papers:** None.

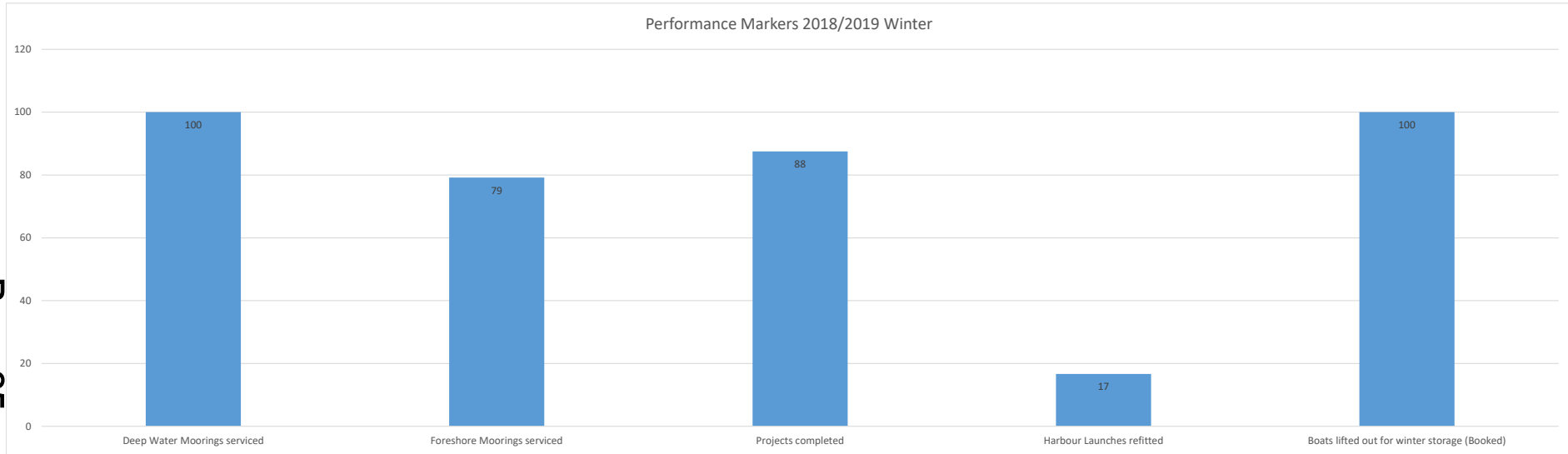
### **Approval and clearance of report**

<b>Process checklist</b>	<b>Completed</b>
--------------------------	------------------

Portfolio Holder briefed	<b>Yes/No</b>
SLT Rep briefed	<b>Yes/No</b>
Relevant Exec Director sign off (draft)	<b>Yes/No</b>
Data protection issues considered	<b>Yes/No</b>
If exempt information, public (part 1) report also drafted. (Committee/Scrutiny)	<b>Yes/No</b>

Performance Markers 2018/9 Winter - Appendix 1

	As at 01/01/2019	Total	Percentage	Comments
<b>Deep Water Moorings serviced</b>	291	291	100	Completed working alongside our Dive Contractor typically Nov- Dec for a duration of 25days.
<b>Foreshore Moorings serviced</b>	460	581	79	On going - awaiting good tides in mid Feb to complete.
<b>Projects completed</b>	1.75	2	88	Pontoon + Fish Quay projects (Walcon to supply and fit new access bridge and tender pontoons week commencing 28/01/2019)
<b>Harbour Launches refitted</b>	2	12	17	Work is well underway on the main Harbour Launch "Blackstone" and we are on target for the completion of the rest of the fleet ready for the 2019 season.
<b>Boats lifted out for winter storage (Booked)</b>	116	116	100	This number will increase slightly as we offer a 2 week repair berth option at this time of year. All long-term "Winter storage" has been completed.

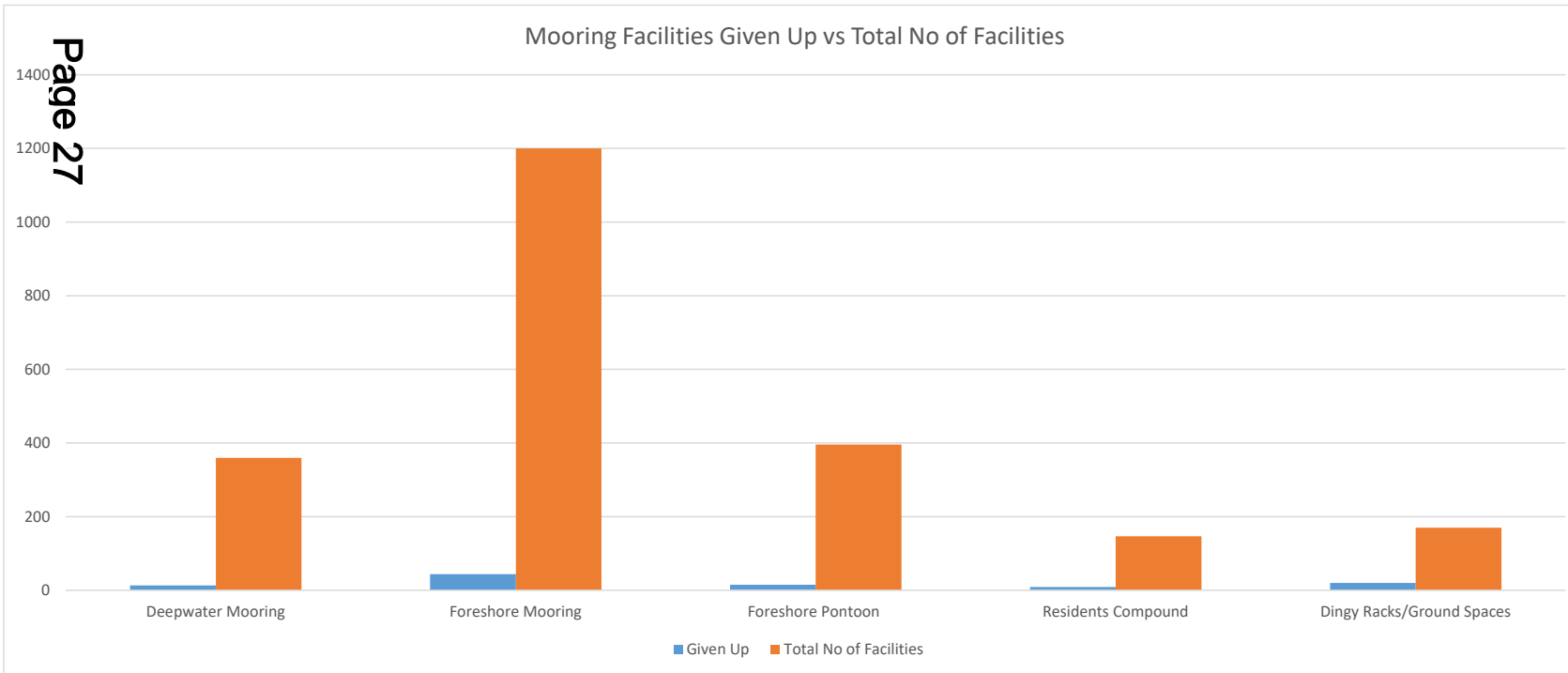


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**Facilities Given Up 2018/2019 - Appendix 2**

<u>Location</u>	<u>Total No of berths</u>	<u>Given Up</u>	<u>% of demand</u>
Deepwater Mooring	360	13	4
Foreshore Mooring	1200	44	4
Foreshore Pontoon	396	15	4
Residents Compound	147	9	6
Dingy Racks/Ground Spaces	170	20	12

<u>Location</u>	<u>Berths</u>
Batson	257
Shadycombe	63
Victoria Quay	76
<b>Total:</b>	<b>396</b>
Batson Dingy Rack	36
Kingsbridge Slip	15
Newbridge (Both)	102
Whitestrand (Both)	17
<b>Total:</b>	<b>170</b>
<b>Residents Compound</b>	<b>147</b>



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South Hams  
District Council

Improving the well-being of the people of the South Hams

South Hams District Council

**Salcombe Harbour Authority**

# Moorings Policy

3rd Edition 1st Nov 2018 – Adopted by Council 28<sup>th</sup> Jan 2019 Phil Goodhead

2<sup>nd</sup> Edition 12 Nov 2012 – Adopted by Council 12 Nov 2012 63/12 Ian Gibson  
Amended 26 September 2013 – 28/13 Adam Parnell

## Contents

1. Introduction
2. Ownership of the Estuary Bed
3. Consultation Process
4. Categorisation of the Estuary
5. Review of Policy
6. Mooring Policy
  - 6.0 General Principles
  - 6.1 Overall number of moorings
  - 6.2 Waiting Lists
  - 6.3 Qualification criteria for the allocation of Mooring Facilities
  - 6.4 Annual Mooring Facility Allocation Process
  - 6.5 Provision of Moorings for Visitors
  - 6.6 Deep Water Moorings
  - 6.7 Foreshore Moorings
  - 6.8 Foreshore Pontoon Berths
  - 6.9 Salcombe Town Landings – Whitestrand & Normandy
  - 6.10 Normandy Pontoon
  - 6.11 House Boat Moorings
  - 6.12 Fishing Boat Moorings
  - 6.13 Commercial Moorings
  - 6.14 Laying up
  - 6.15 Insurance
  - 6.16 Disabled Access
  - 6.17 Private Foreshore Mooring Licences

## 6.18 Crime Prevention Security

### Appendices:

1. Foreshore Mooring Tackle Specification
2. Terms and Conditions of a Mooring Licence
3. Terms and Conditions of a Mooring Licence (for laying private mooring tackle or pontoons on the Council's fundus or foreshore).

## 1.0 Introduction

- 1.0.1 Salcombe Harbour is a strategic asset to the South Hams and of fundamental importance to the economic and cultural well being of the riparian towns and villages which surround the Estuary. Set in an Area of Outstanding Natural Beauty (ANOB) and Site of Special Scientific Interest (SSSI) Salcombe is a unique harbour with a world renowned reputation as a sailing destination. South Hams District Council is the Statutory Harbour Authority and has constituted the Salcombe Harbour Board, which operates as a committee of the full Council. The Harbour Authority discharges their statutory duties and responsibilities detailed in the Pier and Harbour (Salcombe) Confirmation Act 1954. This Act is in turn based on the Harbours, Docks and Piers Clauses Act 1847, which gives the Harbour Master certain statutory powers concerning the management of the Harbour. Additionally, the Harbours Act 1964 provides for the operation to be self-financing with the Authority able to fix its own rates in order to finance safe port operations.
- 1.0.2 The provision and management of mooring facilities within the harbour is one of Salcombe Harbour Authority's (SHA) core activities.
- 1.0.3 The purpose of this policy is to guide the management of SHA whenever it takes decisions on issues related to the provision or development of mooring facilities within the harbour. This policy is not a legal document and SHA reserves the right to retain discretion over any decision. It will however give reasons for any decision taken that is not in accordance with the stated policy. SHA reserves the right to amend the Policy from time to time.
- 1.0.4 For every decision regarding mooring facilities a number of factors will be considered, the principals of which are:
- safety and efficiency
  - the requirements of navigation
  - conservation of the environment
- 1.0.5 In developing and enforcing this Moorings Policy the Board have consulted widely and followed their vision which is:
- To retain and enhance the character of Salcombe and Kingsbridge Estuary whilst updating harbour facilities to meet the requirements and expectations of resident and visitors for the 21st century.*
- The core principles of which include safety, efficient usage, stakeholder involvement, value for money, environmental stewardship and support to the local communities.
- 1.0.6 This policy will apply to the whole of Salcombe Harbour and Kingsbridge Estuary (as defined by Section 11 of the Pier and Harbour Order (Salcombe) Confirmation Act 1954). This policy does not apply to the location and number of moorings or pontoons (including their allocation) on private

foreshore i.e. those areas of the Harbour not leased to the Harbour Authority by the Duchy of Cornwall. It may however be used in reference to the suitability of a mooring development in such an area.

## **2.0 Ownership of the Estuary Bed**

2.0.1 The majority of the fundus (seabed) within the Estuary is owned by the Duchy of Cornwall, most of which is leased to South Hams District Council, who is the Harbour Authority, for an annual rent. This lease runs until 24 March 2028. Areas not leased to SHDC include the RNLI's lifeboat berth, the upper reaches of Waterhead and Southpool Creeks, the foreshore of East Portlemouth, the foreshore of Salcombe below the ferry landing to North Sands, Lincombe Bay and other discreet areas of foreshore throughout the Estuary.

2.0.2 Under the terms of the lease the SHA can lay moorings on the rented fundus and levy a charge for them, although licences to customers for harbour facilities may be for no more than one year in duration.

2.0.3 The right to lay and use a mooring facility within the harbour depends upon two essential conditions:

- The permission of the owner of the fundus where the mooring facility is placed.
- The written consent, in the form of an annual Mooring Licence, of the Salcombe Harbour Authority. A licence to lay a mooring facility is entirely separate from a lease and therefore it is not an assignable property right.

2.0.4 Land covered by water is governed by property laws in broadly the same way as land covered by air, so the issue of fundus ownership is self-explanatory. The requirement for Harbour Authority consent is a separate issue, arising from the Pier and Harbour Order (Salcombe) Confirmation Act 1954 under which the Authority has power to lay and use moorings (on fundus in which it has an appropriate interest) and also to license others to do likewise. The Authority is not required to licence its own moorings but anyone else laying a mooring anywhere within the harbour needs a licence.

## **3.0 Consultation Process**

3.0.1 The 2012 review of the Moorings Policy included two rounds of consultation. The first was with the Harbour Community Forums:

- Salcombe and Kingsbridge Estuary Association
- Kingsbridge Estuary Boat Club
- Salcombe Kingsbridge Estuary Conservation Forum
- The South Devon Shell Fishermen
- The Kingsbridge and Salcombe Marine Business Forum

The second round of consultation was with the general public.

- 3.0.2 The 2018 review of the Moorings Policy has no major change to policy but includes an up to date account of operations and facilities and minor changes to the use and management of the above, requiring no consultation but agreement from the board.

#### **4.0 Categorisation of the Estuary**

##### **Below Ferry Crossing – seawards to harbour limits:**

- a limited number of deep water visitors mooring facilities
- a number of licensed foreshore moorings particularly on private foreshore on both sides of the estuary
- seasonal resident and commercial moorings at South Sands,
- recognised anchorages off Small's and Sunny Cove
- store box moorings in Castle Bay

##### **Above Ferry Crossing – inwards to Fishpond Corner and Snapes Point:**

- Whitestrand and Normandy shore connected landing facilities (public and commercial)
- Victoria Quay shore connected residents pontoon
- resident and commercial foreshore moorings
- visitor, resident, commercial and fishing boat deep water moorings
- store box moorings in ditch end
- a number of licensed foreshore moorings particularly on private foreshore on both sides of the estuary
- fuelling facility
- recognised anchorage off Town Beach/Fisherman's Cove

##### **South Pool and Waterhead creeks and Gullet Point:**

- Yeoward private moorings
- sparse foreshore mooring licences
- resident and visitor deep water moorings at the entrance to South Pool Creek
- public landing pontoon and resident foreshore moorings at the head of South Pool Creek

##### **Batson and Shadycombe creeks north of Fishpond Corner:**

- foreshore moorings
- Batson (resident) and Shadycombe (commercial) shore connected pontoons,
- commercial fish quay
- foreshore mooring licences
- public slipway, access pontoon and craning facilities

##### **The Bag between Snapes and Halwell/Heath point:**

- the majority of the Harbour's deep water residents moorings
- Visitors' pontoon
- residents foreshore moorings,
- Dentridge and East Bag commercial pontoons, and
- Winters private pontoon and boatyard at Lincombe.

**Saltstone, Blanksmill Creek, Collapit Creek and Frogmore Creek west:**

- no harbour moorings in this area
- recognised anchorage north of Halwell Wood and East of Heath Point
- sparse foreshore mooring licences in creeks

**Frogmore Creek East:**

- resident foreshore moorings
- foreshore mooring licences
- public landing pontoon

**North of Charleton Point to High House Landing including Newbridge and Balcombe Creek:**

- resident foreshore moorings
- foreshore mooring licences
- slipway and dinghy storage facilities

**North of High House Landing to New Quay pontoon, Kingsbridge:**

- resident foreshore moorings
- foreshore mooring licences
- private boatyard pontoon

**North of New Quay pontoon to include Kingsbridge Creek:**

- resident foreshore moorings
- Kingsbridge shore connected residents pontoon, public landing/visitors' pontoon
- slipway and dinghy storage
- foreshore mooring licences

**5.0 Review of Policy**

- 5.0.1 The moorings policy will be formally reviewed every five years. However, urgent issues will be dealt with as they arise by the Harbour Board and should any changes be required, once ratified by Full Council, amendments will be published.

**6.0 Mooring Policy – General Principles**

- 6.0.1 The Harbour Authority's Policy is to give priority in the allocation of mooring facilities to customers who pay Council Tax to SHDC.
- 6.0.2 All Salcombe Harbour Authority mooring licences are issued annually to a named individual or company and are not transferable, except between spouses and/or civil partners.
- 6.0.3 Mooring licence holders who are planning to be absent from their berth for a period of 24 hours (deep water moorings) or 7 days (foreshore moorings and pontoon berths) or more should inform the Harbour Master.
- 6.0.4 Mooring facilities left unused for a period of two years will be reallocated.

- 6.0.5 The Harbour Master retains the right to move vessels to the most suitable mooring. The Harbour Authority retains absolute control of berth allocation. Accordingly the licensee shall not be entitled to the exclusive use of any particular berth but shall use such berths as is from time to time allocated by the Harbour Authority.
- 6.0.6 Vessels, which in the opinion of the Harbour Master are un-seaworthy, will be directed to be removed from the Harbour.
- 6.0.7 Where a mooring facility is no longer required, it is passed to the Harbour Authority for allocation to the next person on the waiting list.
- 6.0.8 Mooring Facility Allocations will take place annually, normally in January and February, for the following financial year.
- 6.0.9 A mooring facility shall only be used to accommodate one boat unless previously agreed by the Harbour Master.
- 6.0.10 A notice to quit for breach of Licence will be given to any facility holder sub-letting their berths either on a long-term or temporary basis.
- 6.0.11 Raft pontoons/dry docking facilities are prohibited on any mooring without the written permission of the Harbour Master (SH15/10) and the agreement of the Board.
- 6.0.12 The proliferation of walk-ashore jetties and pontoons would result in a loss of foreshore within the SSSI and be detrimental to the appearance of the estuary within the AONB. Even when located on private fundus, moored pontoons require a Mooring Licence which will not normally be granted if the pontoon is for private use. Applications for commercial pontoons and pontoons providing public access to the estuary will be assessed on their individual merits and environmental impact. However when and if the commercial activity (and/or the public access) cease the mooring licence will be withdrawn and the pontoon removed. In no cases will its use as a private mooring be permitted (SH 5/10).
- 6.0.13 The Harbour Master is authorised to approve discounted mooring rates for registered charities.
- 6.0.14 Boats owned by a syndicate need to have one member of the syndicate who has qualified, by living in the South Hams (see 6.2.1) and reaching the top of the waiting list, for a mooring facility. If the mooring licence holder leaves the syndicate, another member of the syndicate has to have qualified by living in the South Hams and reaching the top of the waiting list for a mooring facility allocation if the mooring licence is to be renewed.
- 6.0.15 Mooring Licences will not be transferred to purchasers of boats and/or mooring tackle from persons holding such licences. If such a berth is vacated by the holder of a licence not acquiring a suitable replacement boat or suitable replacement mooring tackle, then that berth will be reallocated in accordance with the appropriate waiting list.



#### 6.0.16 A Harbour mooring Licence:

- a. is personal to the holder of such a licence and transfer is not permitted.
- b. cannot be transferred to another, or sub-let.
- c. cannot be lent to another person.
- d. for a private individual, is for the named vessel owned and registered by that individual, specified by its details on the application form, within the maximum size/dimension specified for that berth.
- e. for a business, is for a suitable registered vessel up to the maximum size/dimension specified for that berth.

#### 6.0.17 Mooring Licence

- a. Mooring Licence was the term used for individuals to lay and maintain their own tackle on harbour-leased fundus. These will now be termed Mooring Licence (for the laying of private tackle).
- b. Mooring Licences (for the laying of private tackle) cannot be transferred to another individual. When relinquished, mooring licences (with the exception of licences for running moorings) will cease to exist and, where appropriate, a Harbour Authority mooring will be established in its stead and allocated to the waiting list.

6.0.18 Where a mooring facility holder has held a mooring licence for many years and a member of the family, who is a Council Tax payer in their own right, is likely to wish to continue on the death or incapacity of the mooring licence holder they should join the appropriate waiting list to acquire a mooring facility in their own name. However, in the event of sudden death or very serious illness of a longstanding mooring facility holder where the immediate family wish to maintain their mooring Licence, the Harbour Authority will consider the issue of a licence to a close family member for an agreed period to enable alternative arrangements to be made.

6.0.19 In the event of a dispute over the allocation of a mooring facility, an ad hoc sub-committee to consist of any three members of the Harbour Board will convene to resolve or determine any single (individual) case dispute in respect of berthing or mooring licences. Any such determination will be final and binding upon the parties (SH 26/10).

6.0.20 Length Overall (LOA) means the overall length of the space occupied by the boat including any fore and aft projections, temporary or permanent including pushpits, bowsprits, bumpkins, davits, tilted outboards, rudders etc.

6.0.21 It is a requirement for all owners to appoint an agent. This can be a friend or a professional boatyard, but they must have agreed to be the agent. An agent is a locally based person who can act on the owners' behalf at such times that the owner is unavailable.

## 6.1 Overall number of moorings

6.1.1 A number of years ago the Harbour Board capped the numbers of mooring facilities within the Estuary. From time to time the number of berths in a particular area/of a particular type may change to compensate for an improvement in facilities elsewhere so long as there is a net gain to the environment. This policy will be kept under constant review but is unlikely to change except in exceptional circumstances. It is acknowledged that Collapit Creek, Blanksmill Creek, Lower Frogmore Creek and Widegates are areas that will normally be kept free of moorings.

6.1.2 The Harbour Authority currently has the following mooring facilities:

### Deep water:

Resident swinging	166
Resident pontoons	69
Commercial swinging	32
Commercial pontoons	30
Fishing boat swinging	14
Store box swinging	18
Visitor swinging	25 (raftable)
Visitor pontoon	12 (raftable)
Visitor other	10 (raftable)

### Foreshore:

Swinging	581
Pontoon	
Victoria Quay	75
Shadycombe	64
Batson	258
Kingsbridge	132
Visitor Swinging	10

6.1.4 Many boatyards offer a “complete service” utilising Harbour Authority facilities but only two boatyards operate their own private facilities within the Harbour, these are Winters, who have pontoon berths in Lincombe Bay and Yeowards who have moorings at Yalton, South Pool Creek.

## 6.2 Waiting Lists

6.2.1 The Harbour Authority maintains a waiting list for all of its mooring facilities. The waiting list, which customers joined with the understanding that priority was given to local residents over second home owners, was closed with effect from 1 September 2013. This closed list is allocated as follows: to

permanent residents first, then to second home owners on the former B list. A new waiting list started 1 October 2013; the criterion for joining this waiting list is proof of payment of Council Tax to SHDC.

- 6.2.2 A registration fee at current rates, which is refundable on mooring facility allocation, will be required for all mooring facility applications.
- 6.2.3 Once on the waiting list, applicants will be given priority for booking a visitor foreshore mooring facility. Bookings will be accepted for customers who are on the waiting list (or already a SHA facility holder) for a foreshore facility for finite period before bookings are accepted from the general public.
- 6.2.4 If there are no applicants on a particular waiting list, the mooring facility may be offered to a non-resident, who does not pay Council Tax to SHDC. Mooring facilities allocated to non-residents in these circumstances will be reviewed annually and, should a resident be waiting for that facility, after a two year period of grace, the mooring facility will not be renewed for the non-resident.
- 6.2.5 In addition to the waiting list for initial allocation, the Harbour Authority also maintains a waiting list for current facility holders who would like to move berth within a particular facility, swap between similar facilities or change to a different facility. Transfers between different facilities (on different waiting lists) will only normally be allowed where it is deemed to be a downgrade, to a less sought after facility/shorter waitlist, so as to maintain fairness to other waitlist members.
- 6.2.5 Waiting list members should inform the harbour office if their residential status changes.

### **6.3 Qualification Criteria for the Allocation of Mooring Facilities**

- 6.3.1 The Harbour Board's policy is to give priority for the allocation of mooring facilities to:
  - a. South Hams Council Tax payers.  
Then,
  - b. Other applicants.
- 6.3.2 Customers who move away from the South Hams will normally be given two years to make alternative mooring arrangements before the mooring facility licence is not renewed.
- 6.3.3 A private individual requiring a berth for a domestic or leisure purpose (as opposed to a business purpose) shall not be allocated more than one deep water berth, one foreshore pontoon berth and one foreshore berth whilst there is a waiting list (except at the discretion of the Harbour Master).
- 6.3.4 Mooring facilities that were allocated prior to the requirement to be a resident of the South Hams (SH26/10).

- a. The requirement to be a resident of the South Hams for a mooring facility to be allocated has been a longstanding policy of the Harbour Authority. Records prior to the mid 1980s have been lost therefore the requirement to be a resident of the South Hams is taken as having been introduced on 23 January 1985, when the policy was re-confirmed.
- b. Mooring facility holders who are not resident but who claim to have been allocated a mooring facility prior to the requirement to be a resident may apply to have their request to maintain annual renewal of their licence reviewed by the Board.
- c. If the Board (or sub-committee of the Board convened for that purpose) is satisfied both that the applicant was allocated a mooring facility prior to the requirement to be a resident of the South Hams and that all other requirements of the licence are met, their mooring facility will be renewed annually until 24 March 2028<sup>1</sup>, or until they have found a suitable alternative mooring facility.

#### **6.4 Annual Mooring Facility Allocation Process**

- 6.4.1 Under the terms of the Harbour Authority Lease from the Duchy of Cornwall, licences to customers for harbour facilities can only be for one year. Consequently all mooring facilities are re-allocated annually.
- 6.4.2 Providing customers continue to fulfil the mooring facility allocation criteria, mooring re-allocation will be straightforward. Where mooring holders no longer meet these criteria, the facility will be re-allocated.
  - 6.4.2.1 The Harbour Authority retains the right to request mooring licence holders prove their residency of the South Hams by production of valid Council Tax in the facility holder's name.
  - 6.4.2.2 Customers whose main address, to which correspondence is routinely posted, is outside the South Hams will be required to produce a valid SHDC Council Tax Bill in the name of the facility holder annually to renew a mooring licence.
- 6.4.3 The annual mooring facility allocation process will normally commence in October/November for the following year with the distribution of "retention" letters to current mooring facility holders.
- 6.4.4 Once the retention letters are returned, normally by the penultimate working Monday in December, the reallocation process will begin for customers who continue to satisfy the allocation criteria.
- 6.4.5 Persons renting Harbour Authority mooring facilities and arranging cruises for periods in excess of 12 months and under 2 years may be permitted to retain their mooring facility on payment of a fee equivalent to 50% of the full

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<sup>1</sup> Expiry date of the current lease from the Duchy of Cornwall.

mooring facility charge, subject to the mooring facility holder signing an undertaking not to resume the use of the mooring facility until the expiry of the agreed period. If the mooring facility holder wishes to extend the absence beyond 2 years, this can be accommodated at the discretion of the Harbour Master and on payment of the full mooring facility fee. During the absence of the mooring facility holder the Harbour Authority reserves the right to let the mooring facility to visiting craft. Should this option be required it must be made known to the Harbour Office by December.

- 6.4.6 The first round of allocations is to a transfer list of current customers who have requested a mooring facility move.
- 6.4.7 The second round of allocations will be to customers from the waiting list. Before allocation, applicants will be required to present a current copy of their Council Tax within the South Hams.
- 6.4.8 In the event that there is no demand from the waiting list for a particular facility, the mooring facility may be offered to a non-resident that does not pay Council Tax to South Hams District Council. The terms of 6.2.4 will apply.
- 6.4.9 The entire mooring facility allocation process should be complete by mid March.
- 6.4.10 Customers who indicate their desire to retain a facility and pay a retention fee will be contracted to pay for the facility. If they change their mind and the mooring facility is returned to the harbour before 1st March, the contract will be cancelled and the deposit lost. If the mooring facility is returned to the harbour after 1st March the contract will stand unless the facility can be re-let to the top quarter of the waiting list, when a pro rata refund will be made after subtracting the loss of deposit. If offers to the top quarter of the waiting list are not accepted, the facility will be used for visitors for that season, so keeping the facility available to the waiting list for the following season. The deposit payable for the retention of a harbour facility will be set by the Harbour Board and reviewed annually.

## **6.5 Provision of Moorings for Visitors from sea**

- 6.5.1 Visitors' moorings are a significant element of the Harbour Authority's service to yachtsmen. The Harbour Authority provides a number of mooring facilities, both pontoon berths and swinging moorings, for the use of visitors.
- 6.5.2 The water taxi and the provision of convenient and adequate visiting dinghy facilities on Normandy Pontoon complement the mooring facilities for the crews of visiting yachts.
- 6.5.3 Visiting vessels are charged in 1 metre bands for Harbour Dues and Mooring Fees (rounded up to the nearest meter).
- 6.5.4 Visiting vessels anchoring will be charged Harbour Dues.

6.5.5 To encourage visiting yachts to visit the Salcombe and Kingsbridge Estuary the Harbour Board offer a range of promotional offers and discounts, which will be authorised and reviewed annually.

6.5.6 Multi-hulled vessels. Where moorings are shared, the standard mooring charge will be made, but where a multi-hulled vessel requires an individual mooring, a surcharge of 100% may be levied.

## **6.6 Deep Water Moorings**

6.6.1 All deep-water mooring facilities will be owned, maintained and controlled by the Harbour Authority.

6.6.2 The only exceptions to this policy for deep water mooring facilities applies to the longstanding arrangements with Winters and Yeowards Boat Yard.

6.6.3 The western half of The Bag is identified as the site for high-density berthing.

6.6.4 Deep water swinging moorings will be charged according to the length of the boat, with a minimum charge for the facility.

6.6.5 Deep water pontoon berths will be charged according to the maximum length for which the facility is designed.

## **6.7 Foreshore Moorings**

6.7.1 The Harbour Master is authorised to lift and impound any unauthorised mud mooring tackle.

6.7.2 Licensees of moorings which are not maintained by the Harbour Authority must confirm annually their compliance with the Harbour Authority's foreshore mooring tackle specifications detailed at Appendix 1.

6.7.3 Foreshore mooring facilities will be charged according to the length of the boat using the facility, with a minimum charge for the facility.

6.7.4 Foreshore mooring facility holders not using their mooring facility for a period of seven days or more are to inform the Harbour Authority. These mooring facilities, where practical, will be made available to visitors on weekly contracts. In the event of a foreshore mooring facility being re-let by the Harbour Authority, the mooring licence holder will receive a rebate of their mooring fees. The level of rebate will be set and reviewed annually.

## **6.8 Foreshore Pontoon Berths**

6.8.1 Salcombe Harbour Authority provide 4 land connected pontoon systems for residential berthing:

a. Batson Boatpark Pontoon:

max LOA 5.5m

max beam 2.0m, (a small number of berths are available for max 2.3m)

b. Shadycombe Creek Pontoon:

max LOA 5.5m

max beam 2.0m

c. Victoria Quay Pontoon:

max LOA 5.18m

max beam 2.0m

d. Kingsbridge Pontoon:

max LOA 5.5m

max beam 2.3m

6.8.2 Pontoon berths at Batson, Victoria Quay and Kingsbridge will be allocated to private vessels only. Priority on Shadycombe Pontoon is given to business berths. Private berths given up on Shadycombe will normally transfer to business usage on re-allocation.

6.8.3 Pontoon facilities are rated for a maximum size of vessel. Customers will be charged according to this maximum size rather than the length of boat they berth on the facility.

6.8.4 Mooring facility holders not using their pontoon berth for a period of seven days or more are to inform the Harbour Authority as detailed in 6.7.4. These pontoon berths, where practical, will be made available to visitors on weekly contracts. In the event of a mooring facility being re-let by the Harbour Authority, the mooring Licence holder will receive a rebate of their mooring fees. The level of rebate will be set and reviewed annually.

## **6.9 Salcombe Town Landings – Whitestrand and Normandy Pontoons**

6.9.1 Following the redevelopment and improvements to the Salcombe Town Landings in 2011, the function of Whitestrand and Normandy Pontoons is set out below.

6.9.2 Whitestrand Pontoon is the commercial landing for all commercial vessels that have paid for a Whitestrand landing licence. Between 1900 and 0800 daily the northern end of Whitestrand can be booked, up to 24m, normally accommodating two vessels up to 12m, draught/tide dependant. These berths can be booked in advance through the Harbour Office, payment upon booking, at an increased cost.

6.9.3 Whitestrand will, for the time being, continue to provide tender berthing for craft up to 4.2m on the shore side. This service will be charged for in July

and August when a courtesy launch and remote overflow parking facilities will be provided.

- 6.9.4 Between April and September 07:00-19:00 Normandy Pontoon provides two distinct functions. The northern section will be the Town Landing for picking up and setting down only, no unattended berthing. On the shore side of the northern section finger berths provide access to the town for craft of up to 5.5m for 2 hours in any 24 hour period. The southern section of the Normandy Pontoon will provide temporary berthing for visiting yachts for up to 30 minutes and berthing for visiting yacht tenders ONLY on the shore side. Normandy Pontoon provides no overnighting facility at this time of year (except for visiting yacht tenders) and can therefore function to facilitate the RNLI and the berthing of casualty vessels. Double berthing/rafting on Normandy Pontoon is prohibited as it constrains the channel.
- 6.9.5 Between October and March, usually on account of there being no evening taxi or boatman service, overnight berthing may be permitted on the channel/eastern side of Normandy Pontoon, at the harbour masters discretion. This is on a first come first served basis at an increased cost, tide/draught dependant. Double berthing/rafting on Normandy Pontoon is prohibited as it constrains the channel but may be allowed to temporarily provide craft with fresh water/facilities. During this winter period bookings on Whitestrand Pontoon cannot be facilitated, providing space for the RNLI and casualty vessels.

## **6.11 Residence afloat**

- 6.11.1 There is to be no commercial provision of afloat accommodation, beds on board, air BnB or anything similar, with the exception of correctly coded charter craft with a suitably qualified skipper staying aboard.
- 6.11.2 Permanent residence on any craft is prohibited.
- 6.11.3 The use of black water holding tanks is encouraged, a pump out facility at Batson quayside can be arranged free of charge. Discharges should be made at sea and not within port. Alternatively facilities are available ashore.

## **6.12 Fishing Boat Moorings**

- 6.12.1 The total number of fishing vessels on deep water mooring facilities shall not exceed 25.
- 6.12.2 Fishing vessel mooring facilities will be charged at the standard annual rate.
- 6.12.3 The Harbour Authority will give priority to recognised local commercial fishing vessels, providing the vessel is being used for fishing as a full time business activity, subject to availability of a suitable mooring facility. Six months' notice will be required for new fishing vessels, excluding replacement vessels, requiring a harbour mooring facility.



6.12.4 If stern frames are fitted, the expense of any necessary reorganisation of mooring pattern will have to be borne by the vessel's owner; and the Harbour Board will give no guarantee that an appropriate re-arrangement of the mooring pattern will be possible for individual cases and certain vessels might be required to relinquish their existing berths.

6.12.5 The Harbour Authority will make a number of store box mooring facilities available in Castle Bay and Ditch End for allocation to Fishermen and Fish Merchants.

### **6.13 Commercial Moorings**

6.13.1 Businesses requiring additional mooring facilities, and new businesses requiring facilities to support that business, will submit a written request with their justification for additional mooring facilities to the Harbour Board by 30 November annually for consideration during mooring facility allocations for the following season.

6.13.2 In assessing the reasonable needs of a marine business the Harbour Authority will consider all relevant factors. These may include but are not limited to:

- a. The number of mooring facilities available for allocation and the overall % of mooring facilities allocated to commercial activity;
- b. the number of mooring facilities currently available to that business;
- c. the number of boats (licensed as pleasure boats) belonging to that business which are regularly hired out as part of a hire boat business;
- d. the number of boats owned by customers of that business for which a *bona fide* "complete service" is provided, viz the care and control of a customer's boat throughout the year (except for short temporary periods when a customer removes their boat to sail personally), ensuring a customer's boat is safely moored, during the winter removing a customer's boat from the harbour and arranging for winter storage, and carrying out all necessary repairs and maintenance to a customer's boat. Any lesser service than this "complete service" will be disregarded by the Harbour Authority.
- e. The service the business is proposing to offer.

6.13.3 No single factor illustrated above shall outweigh the other factors. Any information supplied to the Harbour Authority under this paragraph will be treated as commercially confidential.

6.13.4 In relation to a marine business not providing the majority of services detailed above, e.g. a sailing school etc; similar factors will be considered by the Harbour Authority in determining the number of berths for that business.

#### 6.13.5 Where the whole or part of a business is sold:

- a. If the whole business is sold, including the business name and goodwill, then the Harbour Authority will transfer the mooring facilities to the new owners so long as there is no change of usage of the mooring facilities. If the mooring facilities are held on licence (private mooring tackle), the moorings will become Harbour Authority owned and maintained facilities.
- b. Where a recognisable or significant quantity of business assets have been sold this shall be reported “in confidence” by the present holder of a Moorings Licence (or Harbour Moorings Licence) to the Harbour Authority. In addition, where a recognisable or significant quantity of business assets have been purchased from an existing holder of a Mooring Licence or Harbour Moorings Licence) in the expectation of such licences being surrendered by the present holder to the Harbour Authority and the Harbour Authority granting new licences to the purchaser of those business assets , or on expiry of the present holder’s Moorings Licences, the Harbour Authority may in accordance with the policies contained herein adjust the number of licences allocated to the seller of those business assets, and may, at its discretion, grant an appropriate number of new licences to the buyer of those business assets.

6.13.6 Where, in the opinion of the Harbour Authority, a business no longer reasonably requires the renewal of the present number of berths allocated to it, then, on the expiry of those licences, the number of berths may be reduced or not renewed. This will follow a period of consultation between the business and the Harbour Authority.

6.13.7 Harbour facilities used by businesses for commercial sub-letting purposes will be charged a 50% surcharge on the standard facility charge.

6.13.8 Businesses requiring to berth a workboat, used in facilitating a ‘complete service’ as described in 6.13.2 d, can apply to berth on the Batson Commercial/Contractors Pontoon. These will be evaluated on a case by case basis and allocated on payment of the Batson Contractors charge.

#### **6.14 Laying up**

6.14.1 No vessel shall be permitted to lay-up on its mooring facility for more than two years.

6.14.1 Laying up on the foreshore is not permitted without the written permission of the Harbour Master.

6.14.3 Vessels not in regular use and, in the professional opinion of the Harbour Master are un-seaworthy, will be directed to be removed from the harbour and the mooring facility will revert to the Harbour Authority for re-allocation.

## **6.15 Insurance**

- 6.15.1 All craft using the Harbour must be covered for third party liabilities. The level of third party liability will be reviewed annually by the Harbour Board and will invariably follow the current industry standard amount. Failure to maintain insurance cover will result in the withdrawal of mooring/launching facilities.
- 6.15.2 Customer invoices state that in paying the invoice they are “confirming that they have and will maintain third party liability insurance”.
- 6.15.3 The licensee shall, if requested, be obliged to produce evidence to Salcombe Harbour Authority of all such insurance within 2 days of being requested to do so. If the insurances have lapsed or been withdrawn or avoided, the Harbour Authority have the right to remove the boat from the berth and either to place it ashore on hard standing or to place it on a mooring or staging or other facility in the harbour or elsewhere. The costs of any such removal will be charged to the owner at normal commercial rates.

## **6.16 Disabled Access**

- 6.16.1 There is a legal obligation on the Harbour Authority to provide disabled access to facilities wherever this is reasonably practical. The Harbour Authority has sought to meet these obligations for physically disabled access at:

Whitestrand Pontoon Salcombe  
Normandy Pontoon Salcombe  
Batson Pontoon Salcombe  
Kingsbridge Basin Pontoon, Kingsbridge

- 6.16.2 The Harbour Authority has no dedicated berthing arrangements for sailors with disabilities, however if a customer has a specific need or requirement the Harbour Authority will endeavour to make arrangements to meet the requirement.

## **6.17 Private Foreshore Mooring Licences**

- 6.17.1 Private Foreshore Mooring Licences are private mooring facilities established on foreshore which is privately owned within the statutory harbour limits. Prior to the granting of a Private Foreshore Mooring Licence, for which there is no charge (with the exception of crime prevention), the Harbour Authority will consider the implications of the mooring facility on safe navigation and the pre-existence of any Harbour Authority Moorings or licences within the vicinity. Private Foreshore Mooring Licences will be recorded on the Harbour Records of Mooring facilities and must be maintained in accordance with the mooring specifications in Appendix 1. Failure to do so will lead to the licence being withdrawn.

## **6.18 Crime Prevention**

- 6.18.1 The Harbour Authority levies a security charge on all facility holders. This finances a Crime Prevention Security Contractor to augment the presence and patrolling outside of the hours covered by the Harbour Staff.
- 6.18.2 Free mooring facilities will be provided, and harbour dues be waived for vessels operating temporarily within the Harbour on behalf of Devon and Cornwall Constabulary and the Severn and Devon IFCA.

### Foreshore Mooring Tackle Specification

#### **Small foreshore swinging or running moorings**

For use with a vessel up to a maximum length of 3.65 metres (12ft) overall in a maximum expected depth of 3 metres (10ft).

- (i) 15 cm (6") diameter hand pick-up buoy
- (ii) 2 metres of non-floating rope
- (iii) 4 metres of 10 mm chain (or as necessary, to connect to running rope etc)
- (iv) 10 mm swivel and shackles to fit where necessary
- (v) 2 metres of 16 mm chain
- (vi) Block/weight  $\approx$  50kg – suitably flat and reinforced, fitted with a 16 mm connecting eye
- (vii) All shackles to be seized with wire or cable tie. The block to be dug in below surface mud

#### **General foreshore swinging moorings (above ferry crossing)**

For use with a vessel up to a maximum length of 6.1 metres (20ft) overall in a maximum expected depth of 5.5 metres (18ft).

- (i) 30 cm (12") diameter hand pick-up buoy with 13.64 kg (30lb) buoyancy
- (ii) 2 metres of non-floating rope
- (iii) 6 metres of 13 mm chain
- (iv) 13 mm swivel and shackles to fit
- (v) 2.5 metres of 19 mm chain
- (vi) Block/weight  $\approx$  100kg – suitably flat and reinforced, fitted with a 19 mm connecting eye
- (vii) All shackles to be seized with wire or cable tie. The block to be dug in below surface mud

#### **Exposed foreshore swinging moorings (below ferry crossing etc)**

For use with a vessel up to a maximum length of 6.1 metres (20ft) overall in a maximum expected depth of 5.5 metres (18ft).

- (i) 50 cm buoy
- (ii) 8 metres of 16 mm chain
- (iii) 19 mm swivel and shackles to fit
- (iv) 2.5 metres of 22 mm chain
- (v) Block/weight  $>$  250kg – suitably flat and reinforced, fitted with a 22 mm connecting eye
- (vi) All shackles to be seized with wire or cable tie

All specifications should be used as a guide, please contact the harbour office for mooring applications outside of the scope of the above examples.

**SOUTH HAMS DISTRICT COUNCIL**

**BERTHING VESSELS within Salcombe Harbour and Kingsbridge Estuary**

TERMS AND CONDITIONS of a BERTHING LICENCE  
(for berthing a vessel against the Council's pontoon or mooring facility)

1. Duration of Licence

The Licence will:-

- (a) run for the maximum duration of 12 months or such other period as may be specified<sup>2</sup> (in accordance with Section 16 of the Schedule to the Pier and Harbour Order (Salcombe) Confirmation Act 1954) and is only effective for the year of issue or the alternatively specified period;
- (b) commence on 1 April and expire on 31 March<sup>3</sup> of the following year ("the expiry date") unless the licence is for an alternative period, subject to the licensee remaining a resident of the South Hams as defined in the Moorings Policy.
- (c) except that if before the expiry date:-
  - (i) the Council has sent to the licensee a retention form and request for a registration fee; and
  - (ii) the licensee has within the period specified by the Council returned the retention form, indicating that he wishes the licence to continue, and has paid the registration fee; and
  - (iii) the Council has subsequently sent to the licensee an invoice demanding the licence fee (less the registration fee) for the year commencing immediately after the expiry date; and
  - (iv) the balance of the licence fee demanded on the invoice is paid before the expiry date,

then the berthing licence shall be deemed to run for a further 12 months period (or such alternative specified period) immediately following the expiry date; this being subject to the residency requirements of the Moorings' Policy.

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<sup>2</sup> Batson and Victoria Quay Pontoons 7 months, South Sands 5 months.

<sup>3</sup> Batson and Victoria Quay Pontoons 1 April – 31 October, South Sands 1 May – 30 September.

2. Unless a berthing licence is renewed as mentioned in paragraph (b) above then it will expire on the expiry date of the 31 March or such alternative date as is specified.

3. Entitlement to a Berthing Licence

The berthing licence is issued subject to the terms and conditions contained herein to berth against the Council's pontoon or other mooring facility or part thereof (hereinafter called "the mooring facility") in accordance with the directions of the Harbour Master and is for either:-

- (a) the vessel named on the printed berthing licence or the invoice demanding the licence fee; or
- (b) a vessel under purchase within the maximum length, beam, draught and type specified in the said licence or said invoice, described to the best of the licensee's knowledge and to be correctly registered and named as soon as reasonably practical.

4. Forfeiture of Licence

Should the licensee fail to comply with any of the terms and conditions herein then the Council may terminate this licence by sending written notice to the licensee whereupon this licence will terminate 14 days from the date of such written notice. Should forfeiture occur then the whole of the licence fee shall be retained by the Council.

5. Determination of Licence by the Licensee

The licensee can determine this licence by giving 14 days notice in writing to the Council. However the licence fee already paid shall be retained by the Council.

6. Removal of vessel from Mooring Facility

On the expiration or earlier determination of this licence the licensee shall remove the vessel from the mooring facility.

7. Prohibition on Assignment/Sub-letting etc.

- (a) This berthing licence is personal to the licensee, and cannot be transferred or assigned by the licensee to any other person.
- (b) Subject to paragraph 7(c), the licensee must not sublet, subcontract, hire out, license or lend to any other person its right to use the mooring facility.
- (c) A licensee which is a marine business
  - (i) MAY use the mooring facility to berth a customer's vessel, in order to provide a "complete service" to that customer;

- (ii) MUST NOT sublet, subcontract, hire out, license or lend its right to use the mooring facility to another marine business, for that business in turn to berth a customer's vessel.
- (d) In this paragraph 7, "complete service" means the care and control of a customer's vessel throughout the year (except short temporary periods when a customer removes his vessel to use it himself), ensuring a customer's vessel is safely moored, during the winter removing a customer's vessel from the Harbour and arranging for winter storage, and carrying out all necessary repairs and maintenance to a customer's vessel.

8. Own Risk and Indemnity

- (a) This licence only enables the licensee to berth against the mooring facility the vessel described on the Council's berthing licence or invoice. The Council gives no guarantee as to the safety or security of any vessel (or its contents) berthed against the mooring facility.
- (b) The licensee shall be responsible for all liabilities and claims arising from the presence within the Harbour and the Estuary of any berthing against the mooring facility by virtue of this licence and shall indemnify the Council against all such claims.

9. Insurance

- (a) The licensee shall at all times have an effective third party/ public liability insurance policy in a sum of at least £3,000,000 with a reputable insurance company to cover all claims arising in respect of any vessel to be berthed against the mooring facility.
- (b) If required the licensee shall provide such third party insurance policy for inspection together with a current premium receipt.

10. Reckless Conduct and Disorderly Behaviour

- (a) The licensee (including any person in control or in charge of any vessel using the mooring facility by virtue of this licence) shall not use the mooring facility in a reckless manner so as to cause danger to other users of the Harbour and Estuary or damage to their property.
- (b) The licensee (including any persons on board a vessel berthed against the mooring facility by virtue of this licence) shall not cause unreasonable noise, nuisance or annoyance to other users of the Harbour and Estuary.

11. Compliance with Byelaws and Directions of the Harbour Master

The licensee (including all persons having control or having charge of or being aboard a vessel berthed against the mooring facility) shall observe and perform all statutory and other obligations relating to the Harbour and Estuary including all Byelaws and Regulations made by the Council and Directions given by the Harbour Master.



12. Payment of Harbour Dues

All monies owing to the Council as general dues for use of the Harbour under Section 22 of the Schedule to the Pier and Harbour Order (Salcombe) Confirmation Act 1954 shall be paid promptly and in any event within four weeks of a written demand for payment.

13. Re-siting of Berthing Facility

If so required by a notice in writing from the Harbour Master the licensee shall on the expiration of 14 days from the date specified in such Notice cease using the mooring facility allocated initially by this licence and shall only use the mooring facility relocated elsewhere in the Harbour or Estuary as specified in the said Notice from the Harbour Master.

14. Recovery of Unpaid Licence Fee

Without prejudice to any other method of recovery of any unpaid licence fee by virtue of Section 44 of the Harbours Docks and Piers Clauses Act 1847 the Council may distrain and sell any vessel entitled by this licence to be berthed against it.

15. Contract for services

Customers who indicate their desire to retain a mooring facility and pay a deposit of £125 are contracted to pay for that facility. If the facility is returned to the harbour before 1 March the contract will be cancelled and the deposit lost. If the facility is returned to the harbour after 1 March the contract will stand unless the facility can be re-let to the top quarter of the waiting list, when a pro rata refund will be made after subtracting the loss of deposit.

16. Temporary absence of the Licensee's Vessel and use of mooring facility by other vessels

- (a) If the vessel entitled to be berthed is to be absent from the Harbour and Estuary (or from the mooring facility) for more than 24 hours then the licensee (or person in charge of the vessel) shall notify the Harbour Master and shall also indicate how long such vessel is expected to be away from the Harbour and Estuary or away from the mooring facility.
- (b) While the mooring facility is not being used by the licensee's vessel the Council reserve the right for the Council to permit other vessels to use the mooring facility.
- (c) Should the licensee's vessel return to the mooring facility earlier than the period of absence notified to the Harbour Master then the Council undertakes (after being notified of such changed circumstances) that the Harbour Master will in his discretion either find the licensee a temporary alternative mooring facility or remove any vessel preventing the licensee from using the mooring facility.

17. Absence of Licensee's Vessel for a period of at least one year but no longer than two years

If a licensee's vessel is to be absent from the Harbour or the mooring facility for at least 12 months but no longer than 24 months then special arrangements can be made with the Harbour Master. In such circumstances application should be made to the Harbour Office for further information.

18. Force Majeur

Should any loss or damage be caused to the mooring facility for any reason whatsoever (other than the negligence of the Council) then the Council shall not be liable to the licensee for any consequential loss or damage (including death and personal injury) arising from the same nor for unreasonable delays caused by matters outside the Council's control in repairing or reinstating the mooring facility.

19. Repairing Vessels

No substantial or major work of repair or maintenance to a vessel berthed against the mooring facility shall take place without the prior consent of the Harbour Master.

20. Service of Notices

Any notice which is required to be given to the Harbour Master or to the licensee may be given by leaving it or sending it in a prepaid letter in the case of the Harbour Master addressed to his office at Salcombe or in the case of the licensee addressed to him at his last known place of abode or business. It is the responsibility of the licensee to ensure that contact address details are up to date at all times. Service of notices and documents will be deemed effective to that address as notified by the licensee.

21. Documentary Evidence of Licence

A berthing licence incorporating all the terms and conditions herein contained shall be deemed to exist:-

- (a) on payment of the appropriate berthing licence fee together with the issue of a printed berthing licence signed by the Harbour Master or
- (b) on payment by the licensee (before the expiry date referred to in paragraph 1(b) above) of an invoice issued by the Council in respect of a berthing licence.

22. Definitions

- (a) "the mooring facility" is defined in paragraph 3 above.
- (b) "the expiry date" of this licence is described in paragraph 1(b) above.



## SOUTH HAMS DISTRICT COUNCIL

### BERTHING VESSELS within Salcombe Harbour and Kingsbridge Estuary

#### TERMS AND CONDITIONS of a MOORING LICENCE (for laying private mooring tackle or pontoons on the Council's fundus or foreshore)

1. Duration of Licence

The Licence will:-

- (a) run for the maximum duration of 12 months (in accordance with Section 16 of the Schedule to the Pier and Harbour Order (Salcombe) Confirmation Act 1954) and is only effective for the year of issue;
- (b) commence on 1 April and expire on 31 March of the following year ("the expiry date"), subject to the licensee remaining a resident of the South Hams as defined in the Moorings Policy.
- (c) except that if before the expiry date:-
  - (i) the Council has sent to the licensee a retention form and request for a registration fee; and
  - (ii) the licensee has within the period specified by the Council returned the retention form, indicating that he wishes the licence to continue, and has paid the registration fee; and
  - (iii) the Council has subsequently sent to the licensee an invoice demanding the licence fee (less the registration fee) for the year commencing immediately after the expiry date; and
  - (iv) the balance of the licence fee demanded on the invoice is paid by the date demanded on the invoice,

then the mooring licence shall be deemed to run for a further 12 months period immediately following the expiry date; this being subject to the residency requirements of the Moorings' Policy.

2. Unless a mooring licence is renewed as mentioned in paragraph (b) above then it will expire on the expiry date of the 31 March of the relevant year.

3. Entitlement of Mooring Licence

Subject to the terms and conditions herein contained:-

- (a) to lay down mooring tackle or pontoons of the type and specification (if any) and in the position shown on the mooring contract or the invoice demanding the licence fee (the mooring facility”); and
- (b) to berth against the mooring facility either:-
  - (i) the vessel named on the printed mooring licence or the invoice demanding the licence fee; or
  - (ii) if under purchase, a vessel within the maximum length, beam, draught and type specified in the said licence or said invoice, described to the best of the licensee’s knowledge and to be correctly registered and named ASAP.

4. Forfeiture of Licence

Should the licensee fail to comply with any of the terms and conditions herein then the Council may terminate this licence by sending written notice to the licensee whereupon this licence will terminate 14 days from the date of issue of such written notice. Should forfeiture occur then the whole of the licence fee shall be retained by the Council.

5. Determination of Licence by the Licensee

The licensee can determine this licence by giving 14 days notice in writing to the Council, however the licence fee already paid shall be retained by the Council.

6. Removal of vessel from Mooring Facility

- (a) On the expiration or earlier determination of this licence the licensee shall remove the mooring facility from all those parts of Salcombe Harbour and the Kingsbridge Estuary within the freehold or leasehold ownership of the Council.
- (b) Should the licensee fail to comply with the obligation set out in 6 (a) then the Council may do so at the expense of the licensee.
- (c) Should the Council be put to the expense of removing the mooring facility in accordance with paragraph 6 (b) then the Council may at its discretion after the removal of the mooring facility sell the same (in complete or partial satisfaction of the expenses due to the Council under the said paragraph 6 (b)) or destroy the same.

7. Prohibition on Assignment/ Sub-letting etc

- (a) The mooring licence is personal to the licensee, and cannot be transferred or assigned by the licensee to any other person.
- (b) Subject to paragraph 7(c), the licensee must not sublet, subcontract, hire out, license or lend to any other person its right to use the mooring facility.
- (c) A licensee which is a marine business

- (iii) MAY use the mooring facility to berth a customer's vessel, in order to provide a "complete service" to that customer;
  - (iv) MUST NOT sublet, subcontract, hire out, license or lend its right to use the mooring facility to another marine business, for that business in turn to berth a customer's vessel.
- (d) In this paragraph 7, "complete service" means the care and control of a customer's vessel throughout the year (except short temporary periods when a customer removes his vessel to use it himself), ensuring a customer's vessel is safely moored, during the winter, removing a customer's vessel from the Harbour and arranging for winter storage, and carrying out all necessary repairs and maintenance to a customer's vessel.

8. Laying Down and Maintenance of the Mooring facility

- (a) Initially the mooring facility shall be laid down in a proper manner to the satisfaction of the Harbour Master.
- (b) Thereafter the mooring facility shall be maintained in a proper manner to the satisfaction of the Harbour Master.
- (c) Should the need for repairs or replacement of the mooring facility arise (over and above usual maintenance) howsoever such damage is caused, then such repairs or replacement (with a similar type of compatible mooring facility) shall be carried out without delay.

9. Own Risk and Indemnity

- (a) This licence only enables the licensee to berth against the mooring facility that vessel described on the Council's mooring licence or invoice. The Council gives no guarantee as to the safety or security of any vessel (or its contents) berthed against the mooring facility.
- (b) The licensee shall be responsible for all liabilities and claims arising from the presence within the Harbour and the Estuary of any berthing against the mooring facility by virtue of this licence and shall indemnify the Council against all such claims subject to the insurance provisions below.

10. Insurance

- (a) The licensee shall at all times have an effective third party/ public liability insurance policy in a sum of at least £3,000,000 with a reputable insurance company to cover all claims arising in respect of any vessel to be berthed against the mooring facility.
- (b) If required the licensee shall provide such third party insurance policy for inspection together with a current premium receipt.

11. Reckless Conduct and Disorderly Behaviour

- (a) The licensee (including any person in control or in charge of any vessel using the mooring facility by virtue of this licence) shall not use the

- mooring facility in a reckless manner so as to cause danger to other users of the Harbour and Estuary or damage to their property
- (b) The licensee (including any persons on board a vessel berthed against the mooring facility by virtue of this licence) shall not cause unreasonable noise, nuisance or annoyance to other users of the Harbour and Estuary.

12. Compliance with Byelaws and Directions of the Harbour Master

The licensee (including all persons having control or having charge of or being aboard a vessel berthed against the mooring facility) shall observe and perform all statutory and other obligations relating to the Harbour and Estuary including all Byelaws and Regulations made by the Council and Directions given by the Harbour Master.

13. Payment of Harbour Dues

All monies owing to the Council as general dues for use of the Harbour under Section 22 of the Schedule to the Pier and Harbour Order (Salcombe) Confirmation Act 1954 shall be paid promptly and in any event within four weeks of a written demand for payment.

14. Re-siting of Berthing Facility

If so required by a Notice in writing from the Harbour Master the licensee shall on the expiration of 14 days from the date specified in such Notice cease using the mooring facility allocated initially by this licence and shall only use the mooring facility relocated elsewhere in the Harbour or Estuary as specified in the said Notice.

15. Recovery of Unpaid Licence Fee

Without prejudice to any other method of recovery of any unpaid licence fee by virtue of Section 44 of the Harbours Docks and Piers Clauses Act 1847 the Council may distrain and sell any vessel entitled by this licence to be berthed against it.

16. Repairing Vessels

No substantial or major work of repair or maintenance to a vessel berthed against the mooring facility shall take place without the prior consent of the Harbour Master.

17. Service of Notices

Any notice which is required to be given to the Harbour Master or to the licensee may be given by leaving it or sending it in a prepaid letter in the case of the Harbour Master addressed to his office at Salcombe or in the case of the licensee addressed to him at his last known place of abode or business. It is the responsibility of the licensee to ensure that contact address details are up

to date at all times. Service of notices and documents will be deemed effective to that address as notified by the licensee.

18. Documentary Evidence of Licence

A mooring licence incorporating all the terms and conditions herein contained shall be deemed to exist:-

- (a) on payment of the appropriate mooring licence fee together with the issue of a printed berthing licence signed by the Harbour Master; or
- (b) on payment by the licensee (before the expiry date referred to in paragraph 1(b) above) of an invoice issued by the Council in respect of a mooring licence.

19. Definitions

- (a) “the mooring facility” is defined in paragraph 3 above.
- (b) “the expiry date” of this licence is described in paragraph 1(b) above.



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