

## Mooring agreement: terms and conditions

- 1 Mooring agreements run for one calendar year.**

Mooring agreements normally run for one calendar year. Agreements taken up for part of a calendar year may be charged pro-rata at the discretion of the RSA or their agent.
- 2 Mooring fees must be paid in advance.**

Mooring fees must be paid in advance at the start of the term of the agreement, normally 1<sup>st</sup> January. No mooring must be used until the mooring fee for the term of the agreement has been paid in full. Cheques should be made out to "PVT".

If payment has not been received by RSA within 28 days of the start of the agreement, the agreement may be terminated by RSA without notice, and the mooring made available to another boat owner.
- 3 A mooring agreement is for a particular vessel and may not normally be used by other craft.**

The mooring agreement specifies a particular craft and the mooring allocated is deemed suitable for that craft's characteristics (for instance length, draft, tonnage and tendency to lie with wind or tide). The specified boat's tender may also use the mooring.

The agreement shall be deemed broken if the boat owner uses the mooring for any other craft or purpose, except that a different vessel may use the mooring for period up to 14 days so long as that vessel is no larger than the specified vessel in length, tonnage or windage.

However if a boat owner wishes to transfer an existing agreement to a different vessel under their control, RSA will consider the transfer so long as the vessel is compatible with the mooring, or alternatively allocate a more suitable mooring if there is one available.
- 4 The mooring agreement is non-transferrable.**

The boat owner may not assign or sublet the mooring to another person.

However RSA may consider transferring a mooring to another person in exceptional circumstances.
- 5 All vessels must have adequate third party insurance.**

The boat owner must warrant that all vessels and equipment using PVT moorings are properly insured at all times with a reputable insurance company to include effective third party cover of £1,000,000 for all liabilities. The boat owner will produce a certificate of insurance if requested by an RSA officer.

All persons using PVT moorings do so at their own risk, and shall indemnify PVT against any claims arising from their vessels or their use of the facilities. PVT and their agents accept no liability for loss, damage, injury or delay to persons, craft or effects arising from any cause whatsoever unless such loss, damage or delay was caused by or resulted from negligence or deliberate acts of PVT or their agents.
- 6 Vessels must be securely attached to mooring riser.**

The boat owner is responsible for the condition and secure attachment of the connection between the vessel and the mooring riser. This connection must be as short as possible so that the far extremity of the vessel cannot swing more than half the distance to the nearest other mooring riser at spring tide low water.
- 7 RSA mooring equipment**

The boat owner must not move any mooring anchorage, change the

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| <b>must not be moved or altered.</b>                                                                | <p>scope, or in any other way alter any RSA-provided mooring equipment without consent from an RSA officer or agent.</p> <p>However RSA or their agent may move any mooring in the interests of safety or good management of the moorings.</p>                                                                                                                                                                                                                                                                                                                              |
| <b>8 Mooring equipment provided by the mooring holder must be adequate and properly maintained.</b> | <p>Mooring equipment may be installed by the mooring holder only if specified on the mooring agreement.</p> <p>Such equipment must be placed as specified by RSA, be firmly secured in position, be strong enough for the vessel that will use it, and not of excessive scope.</p> <p>Such equipment must be maintained in good condition by the mooring holder, and is subject to inspection by RSA or their agent at any time.</p> <p>RSA reserve the right to remove such equipment if it is deemed hazardous in any way.</p>                                            |
| <b>9 Distance between moorings should be adequate for the agreed vessels.</b>                       | <p>RSA aim to allocate moorings to provide clear swinging room for the vessels authorized to occupy them under normal circumstances.</p> <p>However the boat owner accepts that there may be circumstances of wind and tide when adjacent vessels may make contact with one another. In accepting this agreement the boat owner agrees to indemnify RSA and its officers or agents against all claims for damage so caused.</p>                                                                                                                                             |
| <b>10 We may sometimes need to move your boat.</b>                                                  | <p>It may sometimes be necessary to move a vessel or equipment when the owner cannot be contacted, for instance where issues of safety or navigation arise, for maintenance of moorings, etc.</p> <p>Vessels may also be removed if they appear to have been abandoned or moored without agreement, or in the case of non-payment of mooring dues.</p>                                                                                                                                                                                                                      |
| <b>11 Let us know if you are not using your mooring for a while.</b>                                | <p>Boat owners are asked to inform RSA if the mooring will be left vacant for more than a few days.</p> <p>This helps RSA to manage and maintain the moorings.</p>                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>12 Access to the water.</b>                                                                      | <p>RSA do not provide launching facilities or access to the river from any public highway. Access is available in various ways and it is up to each boat owner to arrange whatever access they need. However RSA can advise on access options and provide contacts with boatyards etc.</p> <p>In particular RSA recommend that mooring holders negotiate the use of facilities at Paglesham Boatyard with the yard manager.</p> <p>The moorings are accessible from the sea-wall, which is a public footpath, and across the part of the saltings under PVT management.</p> |
| <b>13 Moorings for visitors</b>                                                                     | <p>RSA aim to assist visiting boat owners where possible by making vacant moorings available to suitable vessels for short stays (up to 24 hours) at no charge. If your mooring appears to be available then a</p>                                                                                                                                                                                                                                                                                                                                                          |

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visitor may use it so long as the boat is compatible.

If you return and need your mooring you may reasonably ask the visitor to move; however RSA ask that such requests are made in a spirit of cooperation.

- 14 If you wish to renew your Mooring Agreement.** At the end of the term stated on the mooring agreement (normally 31<sup>st</sup> December), the mooring agreement may be renewed. RSA may require that a new mooring agreement is started, subject to the RSA terms, conditions and fees current at the time. Alternatively the a receipt for payment of the next season's mooring fee at the rate current at that time shall be deemed renewal of an existing agreement.
- 15 Moorings are not for residential use.** RSA moorings are not to be used for residential use of vessels. Continuous residence on board of more than 28 days shall count for this purpose and would constitute termination of the mooring agreement.
- 16 Mooring holders are expected to abide by the laws and rules of the harbour.** RSA have no wish to police the behaviour of mooring holders in any way. However the committee may be asked to consider complaints and may be presented with evidence of antisocial behaviour, excessive noise, pollution, breaking of UK Law or of Crouch Harbour Authority bylaws. In these circumstances the RSA shall have the right to terminate the mooring agreement of any person or craft involved in such offences, subject to a majority decision of the committee.
- 17 Termination of agreement** If a boat owner fails to comply with these conditions, RSA may terminate the agreement by sending written notice to the boat owner, whereupon the agreement will terminate 14 days from such notice. In all such cases notice shall be deemed to be lawfully served if served personally or sent to the last known UK address of the boat owner, or if the address is unknown, affixed to the vessel.
- The boat owner may terminate a mooring agreement by sending 14 days notice in writing to the RSA or their agent. However mooring fees already paid may be retained by RSA.
- Following termination of a mooring agreement, the boat owner will remove the vessel from the mooring within 14 days. Failure to remove the vessel will result in RSA or its agents having the right to remove the vessel and recover the cost of removal and storage from the owner.
- 18 Change of agent** PVT may choose new agents from time to time, or assume direct management of the moorings. In this event all current mooring agreements are transferable to the new agent or PVT officers.