

MOORING REGULATIONS IN THE MANNINGTREE AREA (Spring 2006)

The disposition of moorings in the River Stour is under the jurisdiction of the Harwich Haven Authority, which is empowered under the Harwich Harbour Act 1974, amended by the Harwich Harbour Act 1988, to regulate and control the allocation, laying, and removal of all moorings. The Authority has delegated responsibility for the regulation and control of leisure craft moorings in the Manningtree and Mistley areas to the Stour Sailing Club. The club is the Nominated Representative of the Harwich Haven Authority and is required to provide to them details of owners and boats moored in the area. The Crown Estate claims the right to the river bed and has negotiated with Stour Sailing Club on the payment of a lease for the moorings in the Manningtree area. No person is permitted to lay or continuously use a mooring unless licensed to do so by the Harwich Haven Authority, through the Nominated Representative, and this provision is extended by legal lease through the Crown Estate.

Procedure: Each mooring will be subject to a Licence, which will embody the terms of the Harwich Haven Authority, the Crown Commissioners, and the Club. The licence number will be the same as the mooring number and mooring holders are required to display this number on the mooring buoy and to display an annual licence disc on the boat itself. The procedure for obtaining such a combined licence is to obtain permission from the club as the agent acting for the Haven Authority. Once the right to moor has been granted ground rent becomes payable to the Crown Estate. It is important to note that the Harwich Haven Authority remains the principal licensing authority and the agreement between the Haven Authority and the Club will continue, supplemented by items agreed at the Extraordinary General Meeting of February 1994.

Restrictions: On the Essex side of the river, no moorings will be permitted below the commercial quay at Mistley. The moorings area will be bounded in the south by the high water line, in the west by the sluices and bridges, in the east by the centre of Thorn Reach channel, and in the north by a line from Bexford factory to the centre of the channel from the Hook to Hook Reach. No mooring will be permitted of vessels longer than 9 metres (29ft) overall or deeper than 1.5 metres (4.5ft) draught, or of multihulls, except by special arrangement. No vessel shall be moored so that there is danger in normal circumstances of it blocking the channel. The quays adjacent to compounds are for the purpose of loading and unloading and for emergency repairs of less than a week. For longer stays, agreed by the Moorings master, and/or Moorings Committee, a charge of £30 a week will be made. Mooring at the quay will be deemed acceptance of this charge. Each Member, Family Membership Group, or Affiliate will be permitted one mooring only except in exceptional circumstances to be decided by the Mooring Committee only. Where granted, additional moorings are charged at the same rate as for the first. It may be necessary for this privilege to be restricted. The number of moorings in the club's area of responsibility will be restricted to a number considered by the mooring committee capable of being supported by the club's facilities and taking into account the kind of craft accommodated. A waiting list for moorings may exist and it is important that the club allocates moorings fairly.

Definition: A mooring is defined as a method of securing a vessel to the bed of the estuary by means of a sinker or sinkers, anchor or anchors, chain, rope or wire, with the intention of the vessel remaining for more than two weeks.

Annual fees: The annual fee for a licence for a mooring is agreed between Harwich Haven Authority, Stour Sailing Club, and the Crown Estate, and consists of three elements: for the Haven Authority, the Crown Estate (reviewed every five years), and an administration/legal fee. The administration/legal fee represents the legal costs involved in the Grants of Lease and Licences and will be amortised over a period of years. The future Haven Authority fee and the administration fee will depend upon demands from the Authority, inflation, and whether the club is required to incur legal costs to deal with defaulters. The payments for mooring fees due to the Haven Authority have in recent years been allowed to be retained by the Sailing Club for use to maintain and extend its water-based facilities. Non-members of the club holding moorings become Affiliates and are able to use the facilities of the slip, hard, and buoyage. Affiliates do not pay club membership fees and their mooring fees are consequently higher [double] in order to meet some of these costs. It was improper to allow amortisation so the full legal fee of £75 has to be charged. Affiliates may apply for full membership. Invoices or notices for payment will be rendered annually. The ground rent portion of the licence is payable to the Crown Estate in advance. Fees are due on 1 April each year with a deadline of 30 April. Non-payment of mooring fees by 14 May of each year will contravene the terms of the licence which will revert to the club. Licences will not be transferable. No mooring can be sublet, nor can a mooring be lent or exchanged without the express permission of the Moorings Committee.

Allocation: The Moorings Master, normally, but not necessarily, with the assistance of the Moorings Committee chaired by the Moorings Master, will determine locations for moorings and will allocate to new holders in order of application. All applicants must give full details of the boat they wish to moor whereupon every attempt will be made to allocate appropriately with regard to the size, type and draught of the vessel. It may also be necessary for some existing moorings to be relocated in this process. When a mooring becomes vacant, priority to change will be given to holders of existing moorings, and the Moorings Committee will take account of needs; the gainer of the location must vacate existing mooring so that it can be reallocated. The responsibility for the laying of a mooring, and its maintenance, is solely that of the mooring holder. Moorings must comply with specifications provided by the Moorings Master.

Ownership: The precise ownership of a location rests with the Crown Estate, and its retention or disposal will be the subject of the legal leases negotiated. Mooring holders own the tackle used for mooring but not the location in which it is laid. On a mooring being relinquished the location is allocated by the Moorings Committee to an applicant, who may then wish to purchase the tackle by negotiation. Entire moorings (i.e. location and tackle) may not be offered for sale, and any attempt to do so will contravene these regulations.

Termination and Reversion: Holding of a mooring may be terminated by written notice to the club, and the applicant to whom it is allocated will be given a name and address for negotiation regarding tackle. A mooring unoccupied without reasonable explanation for three months in the sailing season is automatically liable to reallocation but an application to defer reversion is sympathetically considered if the mooring is offered to the Moorings Committee for temporary club use. A licence reverts to the club on the decease of a mooring holder, except that the mooring will be transferred to an immediate member of the deceased's family, if a current member, and a request is made within a specified time. A licence reverts to the club if regulations are deliberately contravened.

Locations: A chart showing the positions and identification of moorings will be available in the clubhouse.

Insurance: On application, and implicitly on future payment of fees, holders will be required to certify that vessels carry at least third-party insurance on each vessel to cover claims up to £1million. The club accepts no responsibility whatsoever for craft or gear stored in compounds, and members should ensure coverage by their own insurance at all times.

Arbitration: The intention of the Haven Authority and Stour Sailing Club is to regulate the provision in the most efficient way to give the greatest number the opportunity to enjoy activities on the water. The decision of the Moorings master and/or Moorings Committee regarding the allocation of moorings will be conclusive and no correspondence will be entered into. However, the mooring holder will have the right of appeal to the General Committee of the Club. If there is failure to reach agreement the Harbour Master of Harwich Haven Authority is the ultimate arbiter and his decision is final.