

MOORING REGULATIONS IN THE MANNINGTREE AREA

The disposition of moorings in the River Stour is under the jurisdiction of the Harwich Haven Authority (the "Authority"), which is empowered under the Harwich Harbour Acts 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"). The Club is the nominated representative of the Authority and is required to provide to them details of owners and boats moored in the area. The Crown Estate owns the foreshore and the bed of the river and has granted the Club a lease for the area. No person is permitted to lay or continuously use a mooring unless licensed to do so by the Authority, through the Club, 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 Authority, the Crown Estate 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 a mooring licence is to request permission from the Club via the Moorings Master (the Moorings Master may additionally involve the General Committee as appropriate), and once approval has been granted the current fee becomes payable.

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 the Brantham factory sites 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 specifically by the Moorings Master a charge will be made. Mooring at the quay will be deemed acceptance of this charge. Each member, family membership group or affiliate will normally be permitted one mooring only except in exceptional circumstances to be decided by the Moorings Master. Where granted, additional moorings are charged at the same rate as for the first. It may be necessary for this privilege to be restricted. A waiting list for moorings may exist and the Moorings Master will make every effort to allocate moorings in turn and fairly.

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

Annual fees: The annual fee for a mooring licence is paid directly to the Club and is maintained at a level which will cover the costs to the Club of the three components it consists of: mooring fee to the Authority, ground rent to the Crown Estate (reviewed every five years) and an administration/legal fee. The administration/legal fee represents a portion of the costs for managing the moorings themselves plus legal costs involved in the granting of leases and licences. The future 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 (or other unpredictable issues). Non-members of the Club requesting moorings become affiliates and are also able to use the facilities of the slip, hard and buoyage. Affiliates do not pay Club membership fees therefore their mooring fees are consequently higher in order to meet the costs that are otherwise subsidised by the Club for its members. These fees are rendered annually. The ground rent portion of the licence is payable to the Crown Estate in advance. Fees are due on 1st April each year with a deadline of 30th April. Non-payment of mooring fees by 14th May of each year will contravene the terms of the licence in which case it will be withdrawn. 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 Master.

Allocation: The Moorings Master determines the location of both existing moorings and new allocations, and will on occasion refer issues and decisions made to the General Committee, as he or she deems necessary. Any new allocations require formal written application to the Moorings Master. 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 Master will take account of requirements as far as is possible. The gainer of the location must vacate the existing mooring promptly so that it can be reallocated. The responsibility for the laying of a mooring, and its maintenance, is solely that of the mooring licence holder. Moorings must comply with specifications provided by the Moorings Master.

Ownership: The ground upon which a mooring is situated is owned by the Crown Estate, but the rights to grant a licence for any mooring location, is held by the Club by virtue of its lease. 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 Master 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 Master for temporary Club use. A licence reverts to the Club on the decease of a member, 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 six months. A licence reverts to the Club if regulations are deliberately contravened.

Locations: A general chart showing the positions and identification of moorings will be available in the clubhouse with the most current and detailed information being held by the Moorings Master.

Insurance: On application, it is implicit 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 £1 million. 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 Authority and the Club is to regulate the provision of moorings in the most efficient way to give the greatest number the opportunity to enjoy activities on the water. The decision of the Moorings Master 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 the Authority is the ultimate arbiter and his or her decision is final. Any failure to adhere to these rules will contravene these regulations and the licence will be withdrawn.