



STOUR SAILING CLUB

STOUR SAILING CLUB MOORING REGULATIONS

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 area of the Stour Sailing Club (the "Club"). The Club is the nominated representative of the Authority and is required to provide them with details of owners and boats moored in the area.

The Crown Estate Commissioners (the "Landlord") owns the foreshore and riverbed at Manningtree and the Club leases this area from the Landlord, as such the Club are their Tenants and must abide by their rules and regulations.

No person is permitted to lay or to continuously use a mooring unless licenced to do so by the Authority, through the Club.

DEFINITION

A mooring is defined as a method of securing a vessel to the bed of the river, in this case the River Stour, using a sinker or sinkers, anchor or anchors, chain, rope or wire where the vessel intends to remain longer than 2 weeks and/or intends to return to the same location.

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 vessel shall be moored so that there is a danger, in normal circumstances, of it blocking the channel.

No mooring will be permitted for vessels longer than 9 metres (29ft) overall or deeper than 1.5 metres (4.5ft) draught, or for multihulls except by special arrangement.

The quays adjacent to the compounds are for the purpose of loading and unloading and for emergency repairs of less than one week. Any longer stays must be approved by the Moorings Master and a fee will be charged. Mooring at the quay will be deemed as acceptance of this charge.

PROCEDURE

Each mooring will be subject to a licence, which will embody the terms of the Authority, the Landlord and the Club. The procedure for obtaining a mooring licence is to request permission, by completing the appropriate moorings application form, from the Club via the Moorings Master. There are two application forms – one for SSC members and one for non-members applying for an Affiliate mooring. If the mooring application is successful, then the appropriate fee must be paid – the amount will depend on the type of vessel and whether or not it is an Affiliate mooring.

The Moorings Master will then issue the mooring licence. The Moorings Master will make every effort to ensure that mooring allocations are issued in turn and fairly.

Each member, family membership group or an affiliate mooring will normally be permitted one mooring only except in exceptional circumstances to be decided the Moorings Master. If granted, any additional moorings will be charged as the full rate for the vessel being moored.

ANNUAL FEES

The annual fee for a mooring is paid directly to the Club and is maintained at a level which will cover the costs to the Club of the 3 components, it consists of:- mooring fee to the Authority, ground rent to the Crown Estate



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(reviewed every 5 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/legal 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 can apply for an Affiliate mooring and as such can use the facilities of the slip, hard and buoyage. Affiliate mooring holders 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 will contravene the terms of the licence, in which case, it will be withdrawn.

Under the terms of the SSC Constitution the following Byelaw applies to vessel/mooring owners; if at any time any fees payable to the club by any member or former member or affiliate shall be in arrears one month after a fee reminder communication has been issued and a vessel that is the property of such persons remains upon the club premises or within the jurisdiction of the club, the committee may: (a) move the vessel to any other part without being liable for any loss or damage to the vessel, howsoever caused; (b) give one month's notice in writing to the member, former member or affiliate at the last known address and/or email as shown in the club register and thereafter sell the vessel and deduct any monies due to the club (whether by way of arrears of subscription or annual payments, mooring, dinghy park fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to such person; and (c) alternatively, if the vessel is unsaleable, after giving notice in writing as aforesaid, dispose of the vessel in any manner the committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member, former member or affiliate. *Provided always that*, proper evidence is available to show that all reasonable steps have been taken to trace such person and that when and if the vessel is sold the proceeds of sale (less any indebtedness to the club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he or she be the said person or otherwise) for a period of six years. In order to identify ownership all craft stored in club compounds, other than cruisers must be clearly marked with the owner's membership number. Boats not marked in this way will be removed in accordance with (a), (b) and (c). If the owners cannot be identified, it will be assumed that the boat has been abandoned.

Licences are not transferrable.

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 and new mooring allocations and will, on occasion, refer issues and decisions to the SSC Management Committee. The Moorings Master takes into account the size, draught and type of vessel into account to ensure an appropriate allocation is made. It may be necessary for some existing moorings to be relocated in this process.

When a mooring becomes vacant, priority will be given to existing mooring holders if they want to change location and the Moorings Master will take account of requirements as far as possible and the movement to another allocation must be prompt.

Moorings must comply with the specifications provided by the Moorings Master. The responsibility for the laying of a mooring and its maintenance is solely that of the mooring licence holder.

No allocations are issued without the relevant mooring application being completed and submitted.



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LOCATIONS

A general chart showing the positions and identification of moorings, showing the most current and detailed information is held 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 where it is laid. When a mooring is relinquished the location may be allocated by the Moorings Master to an applicant, who may then wish to purchase the tackle negotiation.

Entire moorings (ie location and tackle) may not be offered for sale and any attempt to do so will contravene these regulations.

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 £2 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.

TERMINATION AND REVERSION

Holding of a mooring may be terminated by written notice to the Club. 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 3 months, in the sailing season, is automatically liable for 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 they are a current member and if a request is made within 6 months.

Under the terms of the SSC Constitution the following Byelaw applies to vessel/mooring owners; if at any time the mooring master has identified a vessel and/or mooring which shows signs of severe neglect and a vessel the property of such persons remains upon the club premises or within the jurisdiction of the club, the committee may: (a) write to the member, or affiliate at the last known address/email as shown in the club register identifying the concerns and giving one month's notice to respond: (b) should no response be received and/or the concerns addressed a second communication advising that the mooring will be withdrawn is issued giving a further 2 weeks to respond: (c) should no response be received the vessel will be moved to any other part without liability for any loss or damage to the vessel howsoever caused; and thereafter sell the vessel and deduct any monies due to the club from the net proceeds of sale before accounting for the balance (if any) to such person; and (d) alternatively, if the vessel is unsaleable, after giving notice in writing as aforesaid, dispose of the vessel in any manner the committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member, former member or affiliate. *Provided always that*, proper evidence is available to show that all reasonable steps have been taken to trace such person and that when and if the vessel is sold the proceeds of sale (less any indebtedness to the club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he or she be the said person or otherwise) for a period of six years. In order to identify ownership all craft stored in club compounds, other than cruisers must be clearly marked with the owner's membership number. Boats not marked in this way will be removed in accordance with (a), (b) (c) and (d). If the owners cannot be identified, it will be assumed that the boat has been abandoned.



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A licence reverts to the Club if regulations are deliberately contravened.

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 of people 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 Management Committee of the Club. If there is a failure to reach agreement the Harbour Master of the Authority is the ultimate arbiter and his/her decision is final.

Any failure to adhere to these rules will contravene regulations and the licence will be withdrawn.