

Friday, 22 November 2024

HARBOUR COMMITTEE

A meeting of **Harbour Committee** will be held on

Monday, 2 December 2024

commencing at **5.30 pm**

The meeting will be held in the Banking Hall, Castle Circus entrance on the left corner of the Town Hall, Castle Circus, Torquay, TQ1 3DR

Members of the Committee

Councillor Strang (Chairman)

Councillor Carter

Councillor Fox

Councillor Fellows

Councillor Penny

Councillor Twelves

External Advisors

Mr Day and Mr Young

A Healthy, Happy and Prosperous Torbay

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Governance Support, Town Hall, Castle Circus, Torquay, TQ1 3DR

Email: governance.support@torbay.gov.uk - www.torbay.gov.uk

HARBOUR COMMITTEE AGENDA

1. **Apologies**
To receive apologies for absence, including notifications of any changes to the membership of the Committee.
2. **Minutes** (Pages 5 - 8)
To confirm as a correct record the Minutes of the meeting of the Committee held on 9 September 2024.
3. **Declarations of interest**
 - (a) To receive declarations of non pecuniary interests in respect of items on this agenda
For reference: Having declared their non pecuniary interest members may remain in the meeting and speak and, vote on the matter in question. A completed disclosure of interests form should be returned to the Clerk before the conclusion of the meeting.
 - (b) To receive declarations of disclosable pecuniary interests in respect of items on this agenda
For reference: Where a Member has a disclosable pecuniary interest he/she must leave the meeting during consideration of the item. However, the Member may remain in the meeting to make representations, answer questions or give evidence if the public have a right to do so, but having done so the Member must then immediately leave the meeting, may not vote and must not improperly seek to influence the outcome of the matter. A completed disclosure of interests form should be returned to the Clerk before the conclusion of the meeting.

(**Please Note:** If Members and Officers wish to seek advice on any potential interests they may have, they should contact Governance Support or Legal Services prior to the meeting.)
4. **Urgent items**
To consider any other items that the Chairman decides are urgent.
5. **Harbour Committee Work Programme 2025/2026** (Pages 9 - 10)
To note the Harbour Committee Work Programme 2025/2026.
6. **Tor Bay Harbour Budget Monitoring 2024-2025** (Pages 11 - 22)
To consider a report setting out the overall budgetary position at Tor Bay Harbour Authority as at October 2024 compared with approved budgets.
7. **Harbour Budget 2025/2026 and Schedule of Fees and Charges** (Pages 23 - 66)
To consider a report on the Harbour Authority revenue budget and to set the level of fees and charges, for the forthcoming year.

8. **Tor Bay Harbour Operational Moorings Policy 2025/2026**
To consider a report on the above. (Pages 67 - 98)
9. **Torquay/Paignton and Brixham Harbour Liaison Forums**
To note the minutes of the above Harbour Liaison Forums. (To Follow)

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Minutes of the Harbour Committee

9 September 2024

-: Present :-

Councillor Strang (Chairman)

Councillors Carter, Fox, Penny, Twelves (Vice-Chair) and Fellows

External Advisors: Mr Day

1. Apologies

An apology for absence was received from External Advisor, Mr Barry Young.

2. Minutes

The Minutes of the meeting of the Harbour Committee held on 18 March 2024 were confirmed as a correct record and signed by the Chairman.

3. Declarations of interest

No interests were declared.

4. Brixham Harbour Inner Mooring Chain Replacement

Members considered a report which sought approval for the expenditure of reserves for the replacement of Brixham Harbours inner mooring chains.

The Tor Bay Harbour Master and Divisional Director for Maritime and Coastal Services informed Members that a recent formal inspection indicated that the Brixham Harbour inner mooring chains were at the 'end of life' and failure of these chains and associated moorings was at increased risk. Members were reminded that they had committed funds in the region of £50,000 from reserves, however the cost of these chains was expected to be significantly higher.

Members sought reassurance from the Tor Bay Harbour Master and Divisional Director for Maritime and Coastal Services that the additional allocation from reserves would be sufficient to replace the chains and the affect such an allocation would have on future budgets. Members were advised of the loss of income as a result of 15 vacant moorings and sought clarity as to when the replacements chains could be delivered.

Resolved:

That the commitment from Harbour reserves for the Brixham Harbour inner mooring chain replacement be increased from £50,000 to £100,000, be approved resulting in the total commitment from reserves for earmarked funding increasing from £366,000 to £416,000.

5. Tor Bay Harbour Authority quarterly Budget Monitoring Report

Members noted a report that set out the overall budgetary position for Tor Bay Harbour Authority as at end July 2024 compared against the budget approved on 4th December 2023. The Tor Bay Harbour Master and Divisional Director for Maritime and Coastal Services informed Members that it was anticipated the expenditure on critical repairs and maintenance would exceed the allocated budget, with user charges expected to be below target, partly due to the cost of living with the number of visits being lower. Fish tolls were generally as expected. As a result, the Harbour Revenue account was projected to be in a deficit position at year end. Members were advised that the Tor Bay Harbour Master and Divisional Director for Maritime and Coastal Services was challenging expenditure that he believed should be paid by the corporate centre such as the IFCA Precept and was seeking to significantly reduce the contribution to the General Fund.

Members of the Harbour Committee expressed considerable concern over the depleting Harbour reserve fund and requested the Chairman and Tor Bay Harbour Master and Divisional Director of Maritime and Coastal Services to meet with the Cabinet Member for Place Development and Economic Growth to highlight these concerns for consideration in advance of the budget setting process.

Resolved:

That the Harbour Committee noted:

- i. the amended revenue outturn projections and adjustments to the Reserve as set out in Appendix 1 to the submitted report;
- ii. the change in projected level of the harbour reserves by end 2024/25;
- iii. the Head of Torbay Harbour Authority's use of delegated powers to make decisions in relation to the harbour budget; and
- iv. the Head of Torbay Harbour Authority's use of delegated powers to waive certain harbour charges (not exercised in the year to date).

6. Staffing Update

Members were advised by the Tor Bay Harbour Master and Divisional Director of Maritime and Coastal Services that he would be leaving the post in October 2024 to take up a position in Teignmouth. Members were advised that the Council was looking to appoint someone on an interim basis. Members thanked the Tor Bay Harbour Master and Divisional Director for Maritime and Coastal Services for his

contribution to Torbay and his support to the Harbour Committee at a time when a number of Members were newly elected.

The Tor Bay Harbour Master and Divisional Director for Maritime and Coastal Services proceeded to provide Members with an update on individual staffing matters.

(Note: During consideration of the item in Minute 6 the press and public were formally excluded from the meeting on the grounds that the item involved the likely disclosure of exempt information as defined in paragraphs 1 and 2 of Part 1 of Schedule 12A of the Local Government Act 1972 (as amended).

Chairman

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TORBAY COUNCIL

Harbour Committee Work Programme – 2025/2026 v1

Meeting	Standing items to be considered	Type of Report
March 2025	1. To review the delegated powers of the Head of Tor Bay Harbour and Harbour Master	Recommendation
	2. To receive the Harbour Master's Port Marine Safety Code Audit 2025	To Note
	3. To consider the Tor Bay Harbour Authority quarterly Budget Monitoring Report	To Note

Meeting	Standing items to be considered	Type of Report
June 2025	1. To receive and note the Harbour Committee's Terms of Reference as per the Council's Constitution and set by Annual Council	To Note
	2. To appoint: <ul style="list-style-type: none"> a. a Harbour Appointments Sub Committee b. a Harbour Asset Review Working Party c. a Harbour Budget Review Working Party 	Decision
	3. To consider the Budget outturn for previous financial year	To Note
	4. To consider the Tor Bay Harbour Authority quarterly Budget Monitoring Report	To Note

Meeting	Standing items to be considered	Type of Report
Sept 2025	1. Annual Performance Report of the Tor Bay Harbour Authority Business Unit (SPAR.Net)	To Note
	2. To consider the Tor Bay Harbour Authority quarterly Budget Monitoring Report	To Note
	3. To review and approve the Tor Bay Harbour Asset Management Plan	Decision
	4. To agree the Tor Bay Harbour Authority Business Plan	Decision

Meeting	Standing items to be considered	Type of Report
Dec 2025	1. To consider the Tor Bay Harbour Authority Budget and Setting of Harbour Charges	Recommendation to Cabinet/Council
	2. To Approve the Tor Bay Operational Moorings policy	Decision
	3. To consider the Tor Bay Harbour Authority quarterly Budget Monitoring Report	To Note

Finance Team	Ian Rowswell involved in the report and approved by Malcolm Coe	11/11/24	Few tracked changes made

Meeting: Harbour Committee **Date:** 2 December 2024

Wards affected: All Wards in Torbay

Report Title: Proposed Harbour Budget 2025/26 and Schedule of Fees and Charges

When does the decision need to be implemented?

Cabinet Member Contact Details: Councillor Chris Lewis, Cabinet Member for Place Development and Economic Growth, Chris.Lewis@torbay.gov.uk

Director Contact Details: Matt Reeks, Interim Director of Tor Bay Harbour Authority, Matt.Reeks@swisco.co.uk

1. Purpose of Report

- 1.1 This report updates the Committee on the overall budgetary position for Tor Bay Harbour Authority as at end September 2024 compared against the budget approved on 4th December 2023.

2. Reason for Proposal and its benefits

- 2.1 As a standing agenda item, this quarterly report is presented to each Committee meeting to enable appropriate oversight over spend against budget. It will help to understand spending pressures and mitigating actions in order to manage spend and maintain reserves at appropriate levels.

3. Recommendation(s) / Proposed Decision

- 3.1 The Committee is asked to note:
- i. the latest revenue outturn projections and adjustments to the Reserve (Appendix 1);
 - ii. the projected level of the harbour reserves by end of 2024/25;
 - iii. the Head of Tor Bay Harbour Authority's' use of delegated powers to make decisions in relation to the harbour budget;
 - iv. the Head of Tor Bay Harbour Authority's' use of delegated powers to waive certain harbour charges (not exercised in the year to date)

Appendices

Appendix 1: Harbour Revenue Account 2024-25 – at end of September 2024

DfT Ports Good Governance Guidance - <https://www.gov.uk/government/publications/good-governance-guidance-for-ports>

1. Introduction

- 1.1 The 2024/25 Tor Bay Harbour Authority budget was approved by the Council in February 2024. This is the second monitoring report for the 2024/25 financial year covering the period up to the end of September 2024.

2. Options under consideration

- 2.1 Appendix 1 to this report provides the Harbour revenue account statement with projected outturns and associated notes.

3. Financial Opportunities and Implications

- 3.1 Expenditure on critical repairs & maintenance is likely to exceed the budget and further costs have been incurred on empty leased units. User charges are expected to be below target. Fish toll levels are generally as expected and are projected to meet the income budget. Windfall income is expected from higher than anticipated marina rentals from previous years.
- 3.2 The harbour revenue account is projected to make a deficit at year end of £79k, in line with the forecast at quarter 1. This is a slightly improved position on the budgeted deficit of £109k.
- 3.3 The Harbour Reserve balance at the start of the year was £1,310k but is expected to fall back to £1,068k by year end due to the following spend.

Commitments from Reserve	£k
Projected Outturn Deficit in 24/25	79
Interest received	(40)
Planned contribution from reserves	100
Brixham Town Pontoon fendering	40
Brixham Offices Fire Alarm	63

Total	242
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3.4 The Harbour's outstanding borrowing liability is as follows:

Capital Scheme	Amount Borrowed	Start of Repayments	Principal outstanding 01/04/24	Principal outstanding 31/03/25
Town Dock (Torquay Harbour)	£1,140,000	2008/09	£292,508	£273,007
Town Dock (Torquay Harbour) - replacement	£1,201,000	2024/25	£1,201,000	£1,132,797
Haldon Pier (Torquay Harbour)	£1,200,000	2010/11	£688,639	£638,767
Brixham Harbour New Fish Quay Development	£4,750,000	2011/12	£3,305,224	£3,171,404
Torquay Inner Harbour pontoons (Inner Dock)	£800,000	2014/15	£581,012	£553,226
Brixham Harbour Jetty	£840,000	2020/21	£795,809	£783,850
TOTAL			£6,864,192	6,553,051

3.5 The Harbour's aged debt position is set out below. The outstanding Harbour Charges debt largely reflects payment of user charges by instalments and the overall figure should continue to reduce throughout the year.

	Corporate Debtor System		Harbour charges	
	<60 days	>60 days	<60 days	>60 days
Debt outstanding	£71k	£264k	£19k	£110k
Bad debt provision	£61k			

4. Legal Implications

4.1 There are no legal implications that arise from this report.

5. Engagement and Consultation

5.1 The service continues to listen to feedback from:

- Harbour users and liaison forums
- Committee members
- Fishing industry leaders

6. Procurement Implications

6.1 Not applicable.

7. Protecting our naturally inspiring Bay and tackling Climate Change

7.1 Not applicable.

8. Associated Risks

- 8.1 If there continues to be withdrawals from Harbour reserves without any top ups, we will see reserves reduce over the coming years to an unacceptable level. Further work is required throughout 2025/26 to review expenditure and income budgets to provide confidence on financial sustainability.
- 8.2 There is a risk of further predicted expenditure relating to repairs and maintenance, which could impact further on the draw from reserves
- 8.3 If quayside facilities and services do not remain aligned with user need/requirements then there is a risk that income will decline.

9. Equality Impact Assessment

Protected characteristics under the Equality Act and groups with increased vulnerability	Data and insight	Equality considerations (including any adverse impacts)	Mitigation activities	Responsible department and timeframe for implementing mitigation activities
Age	<p>18 per cent of Torbay residents are under 18 years old.</p> <p>55 per cent of Torbay residents are aged between 18 to 64 years old.</p> <p>27 per cent of Torbay residents are aged 65 and older.</p>	There is no differential impact		
Carers	At the time of the 2021 census there were 14,900 unpaid carers in Torbay. 5,185 of these provided 50 hours or more of care.	There is no differential impact		
Disability	In the 2021 Census, 23.8% of Torbay residents answered that their day-to-day activities were limited a little or a lot by a physical or mental health condition or illness.	There is no differential impact		
Gender reassignment	In the 2021 Census, 0.4% of Torbay's community	There is no differential impact		

	<p>answered that their gender identity was not the same as their sex registered at birth. This proportion is similar to the Southwest and is lower than England.</p>			
Marriage and civil partnership	<p>Of those Torbay residents aged 16 and over at the time of 2021 Census, 44.2% of people were married or in a registered civil partnership.</p>	<p>There is no differential impact</p>		
Pregnancy and maternity	<p>Over the period 2010 to 2021, the rate of live births (as a proportion of females aged 15 to 44) has been slightly but significantly higher in Torbay (average of 63.7 per 1,000) than England (60.2) and the South West (58.4). There has been a notable fall in the numbers of live births since the middle of the last decade across all geographical areas.</p>	<p>There is no differential impact</p>		
Race	<p>In the 2021 Census, 96.1% of Torbay residents described their ethnicity as white. This is a higher proportion than the South West and England. Black, Asian and minority ethnic individuals are more likely to live in areas of Torbay classified as being amongst the 20% most deprived areas in England.</p>	<p>There is no differential impact</p>		

Religion and belief	64.8% of Torbay residents who stated that they have a religion in the 2021 census.	There is no differential impact		
Sex	51.3% of Torbay's population are female and 48.7% are male	There is no differential impact		
Sexual orientation	In the 2021 Census, 3.4% of those in Torbay aged over 16 identified their sexuality as either Lesbian, Gay, Bisexual or, used another term to describe their sexual orientation.	There is no differential impact		
Armed Forces Community	In 2021, 3.8% of residents in England reported that they had previously served in the UK armed forces. In Torbay, 5.9 per cent of the population have previously served in the UK armed forces.	There is no differential impact		
Socio-economic impacts (Including impacts on child poverty and deprivation)		There is no differential impact		
Public Health impacts (Including impacts on the general health of		There is no differential impact		

the population of Torbay)				
Human Rights impacts		There is no differential impact		
Child Friendly	Torbay Council is a Child Friendly Council and all staff and Councillors are Corporate Parents and have a responsibility towards cared for and care experienced children and young people.	There is no differential impact		

10. Cumulative Council Impact

10.1 Not applicable.

11. Cumulative Community Impacts

11.1 Not applicable.

HARBOUR REVENUE ACCOUNTS 2024/25 - BUDGET MONITORING at Q2

NOTES

1 Additional R&M expenditure has been incurred at Brixham Harbour.

2 Rating costs have been incurred on vacant harbour units.

3 Financing costs of various Harbour schemes:

	£k
Torquay Town Dock	20
Torquay Town Dock - replacement	95
Torquay Inner Harbour pontoons	54
Torquay Haldon Pier	81
Brixham Harbour Regeneration	282
Brixham Harbour Jetty	38
Harbour Light	14
	<u>584</u>

4 A programme of works will be implemented by the Head of Tor Bay Harbour Authority funded by the specific amount set aside within the Reserve (see also note 8).

5 Provisional figures received for outstanding rentals indicate a windfall income over the rental levels accrued in the Harbour Account for the 2022/23 and 2023/24 financial years.

6 Income from mooring fees is expected to be below target, but income from harbour dues is projected to be slightly better than budgeted.

7 Specific funding of the Conservancy programme at note 4.

8 Projects earmarked from reserves:

	£
Brixham Town Pontoon fendering	40
Brixham Offices Fire alarm	63
TOTAL	103

Meeting: Harbour Committee **Date:** 2 December 2024

Wards affected: All Wards in Torbay

Report Title: Proposed Harbour Budget 2025/26 and Schedule of Fees and Charges

When does the decision need to be implemented?

Cabinet Member Contact Details: Councillor Chris Lewis, Cabinet Member for Place Development and Economic Growth, Chris.Lewis@torbay.gov.uk

Director Contact Details: Matt Reeks, Interim Director of Tor Bay Harbour Authority, Matt.Reeks@swisco.co.uk

1. Purpose of Report

- 1.1 The Harbour Committee is required annually to propose the Harbour Authority revenue budget, including the level of fees and charges, as part of the Council's budget setting process for the forthcoming year.

2. Reason for Proposal and its benefits

- 2.1 This report seeks recommendation to Council for the proposed Harbour Authority budget to be included within the 2025/26 budget proposals for Torbay Council. The proposed balanced budget includes £4,157,000 expenditure from the revenue budget, funded from various income including rental income, and income from pontoon berths and fish tolls. These figures have been based on proposed increases to fees and charges as outline in a separate paper, also for inclusion within the Torbay Council Budget proposals.

3. Recommendation(s) / Proposed Decision

That the Cabinet be recommended to include the proposed balanced budget for the Harbour Authority 2025/26 and the associated Schedule of charges, dues and fees 2025/26, as set out in this report and Appendix 1 and 2, in its draft budget proposals to Council.

Appendices

Appendix 1: Proposed Tor Bay Harbour Authority Schedule of Charges, Dues & Fees 2025/26.

Appendix 2: Proposed Tor Bay Harbour Authority revenue budget 2025/26

Background Documents

Tor Bay Harbour Authority Schedule of Charges, Dues & Fees 2024/25

Tor Bay Harbour Act 1970

Tor Bay Harbour (Torquay Marina Act &c.) Act 1983

1. Introduction

- 1.1 Following a review of the in-year financial position, a draft budget for 2025/26 has been finalised (Appendix 2) based on previous years outturn and latest projections for the current year. It has also been based on recommended increases for the 2025/26 schedule of charges, dues and fees as set out in Appendix 1, which recognise the current and predicted level of pay and price increase.

2. Options under consideration

- 2.1 The Harbour Committee, on behalf of the Harbour Authority, are to recommend annually a balanced revenue budget, including the level of fees and charges accordingly. Both the Proposed Budget and Schedule of Charges, Dues & Fees for 2025/26 will be included within Torbay Council's budget consultation papers for further consideration, leading up to final approval of the Council's Budget by full Council in February 2025.
- 2.2 Fees and charges have been raised by an average of 3.5%, rounded up to the nearest £, based on estimated pay and price increases for 2025/26. Raising fees and charges at an above inflation rate could have an adverse impact on the take up of services from Harbour customers and could result in an under achievement against income targets.
- 2.3 The proposed budget has been prepared using an estimate of 2.5% for general inflation and costs increases and 3.5% for pay increases in 2025/26, The current CPI figure for Sept was 1.7%, projected to remain around 2% over the next year or two. This year's recently awarded pay award averages out at a 3.5% increase.

3. Financial Opportunities and Implications

- 3.1 The 2025/26 budget remains challenging due to increasing costs, particularly in respect of capital, repairs and maintenance as well as pay awards and recent proposals within the Government's Autumn Budget statement for increases to employer NI contributions. The opportunity to manage these pressures through fees and charges is limited due to cost of living and market restrictions. These pressures will be monitored closely throughout next year.
- 3.2 The opening balance of the Harbour Reserves fund this year was £1.311m. There are commitments of £100k (conservancy) and £103k (projects in Brixham - Pontoon Fendering

& Offices fire alarm), which will reduce this balance. The mid-year (Q2) budget monitoring report is projecting an outturn position of £79k, which would also need to come from these reserves. Fish Toll income is currently projected to match the budget, however if they achieved similar levels to last year, this would offset the project deficit and result in a surplus that would top up the reserve.

- 3.3 If the above projections are correct, the opening balance of the Reserves fund at the beginning of 2025/26 would be £1.069m with the following commitments planned within next year. Assuming £10k is received as interest on reserves, the balance would reduce to £747k by the end of 2025/26.

Brixham Harbour Concrete Pads and upgrades to Brixham meters	(30)
Brixham Harbour Moorings Replacement	(100)
Brixham Harbour Chillers	(160)
Paignton Leased Property Upgrades	(12)
Torquay Rib repairs	(30)
TOTAL	(332)

- 3.4 Over the coming months a full review and inspection of Harbour assets, infrastructure and operating procedures will take place with a view to establishing a costed 10-year maintenance and replacement programme to inform future budget strategy.

4. Legal Implications

- 4.1 There are no legal implications that arise from this report.

5. Engagement and Consultation

- 5.1 The Harbours budget and the fees and charges for 2025/26 are recommended for inclusion within the Cabinet's budget proposals for the Council, which will be published for public consultation for a 6-week period from w/c 24 November 2024.
- 5.2 The Harbour Committee's Budget Review Working Party will meet on 26 November 2024 and their recommendations will be published as a supplement following the meeting. The two Harbour Liaison Forums will be consulted on 21 & 22 November 2024 and their feedback will be published as a supplement to this report.

6. Procurement Implications

6.1 Not applicable.

7. Protecting our naturally inspiring Bay and tackling Climate Change

7.1 Not applicable.

8. Associated Risks

- 8.1 There is a **medium** risk that the budget will not be met due to the variability related to income from Fish tolls. A similar risk relates to the income from quayside facilities and services budget. Income budgets have been set based on previous years actual income and latest projections for 24/25.
- 8.2 There is a **medium** risk that unforeseen expenditure e.g. to fix storm damage, could impact on achievement of the budget and may deplete the Harbour Reserve Fund to the point that it can no longer be self-financing. Across the local authority asset repair and maintenance has been managed to balance financial, maintenance and health and safety issues. The condition of the Harbour Estate is reviewed regularly however given the maritime locality there is a risk that weather events will result in this unforeseen expenditure. A further £30k has been added to the proposed Harbour's repairs and maintenance budget for 2025/26 and further work will be undertaken to review condition and assess risk.
- 8.3 There is a **medium** risk that continued withdraws from Harbour reserves, without any top ups, will see reserves reduce over the coming years to an unacceptable level. Further work is required throughout 2025/26 to review expenditure and income budgets to provide confidence on financial sustainability.
- 8.4 There is a **low** risk that boat owners will relocate their vessels or business to other harbours which are cheaper. This has been mitigated by analysing the regional market to ensure that our prices remain competitive.
- 8.5 There is a **low** risk that the scale of the General Fund contribution could attract a challenge under the Local Audit and Accountability Act 2014, auditing the Harbour Account alongside the Council's audit would allow any issues to be identified. The Harbour Committee is reminded that any qualified objection is likely to require substantial administrative effort to resolve.

9. Equality Impact Assessment

Protected characteristics under the Equality Act and groups with increased vulnerability	Data and insight	Equality considerations (including any adverse impacts)	Mitigation activities	Responsible department and timeframe for implementing mitigation activities
Age	<p>18 per cent of Torbay residents are under 18 years old.</p> <p>55 per cent of Torbay residents are aged between 18 to 64 years old.</p> <p>27 per cent of Torbay residents are aged 65 and older.</p>	There is no differential impact		
Carers	At the time of the 2021 census there were 14,900 unpaid carers in Torbay. 5,185 of these provided 50 hours or more of care.	There is no differential impact		
Disability	In the 2021 Census, 23.8% of Torbay residents answered that their day-to-day activities were limited a little or a lot by a physical or mental health condition or illness.	There is no differential impact		
Gender reassignment	In the 2021 Census, 0.4% of Torbay's community	There is no differential impact		

	<p>answered that their gender identity was not the same as their sex registered at birth. This proportion is similar to the Southwest and is lower than England.</p>			
Marriage and civil partnership	<p>Of those Torbay residents aged 16 and over at the time of 2021 Census, 44.2% of people were married or in a registered civil partnership.</p>	<p>There is no differential impact</p>		
Pregnancy and maternity	<p>Over the period 2010 to 2021, the rate of live births (as a proportion of females aged 15 to 44) has been slightly but significantly higher in Torbay (average of 63.7 per 1,000) than England (60.2) and the South West (58.4). There has been a notable fall in the numbers of live births since the middle of the last decade across all geographical areas.</p>	<p>There is no differential impact</p>		
Race	<p>In the 2021 Census, 96.1% of Torbay residents described their ethnicity as white. This is a higher proportion than the South West and England. Black, Asian and minority ethnic individuals are more likely to live in areas of Torbay classified as being amongst the 20% most deprived areas in England.</p>	<p>There is no differential impact</p>		

Religion and belief	64.8% of Torbay residents who stated that they have a religion in the 2021 census.	There is no differential impact		
Sex	51.3% of Torbay's population are female and 48.7% are male	There is no differential impact		
Sexual orientation	In the 2021 Census, 3.4% of those in Torbay aged over 16 identified their sexuality as either Lesbian, Gay, Bisexual or, used another term to describe their sexual orientation.	There is no differential impact		
Armed Forces Community	In 2021, 3.8% of residents in England reported that they had previously served in the UK armed forces. In Torbay, 5.9 per cent of the population have previously served in the UK armed forces.	There is no differential impact		
Additional considerations				
Socio-economic impacts (Including impacts on child poverty and deprivation)		There is no differential impact		
Public Health impacts (Including impacts on the general health of		There is no differential impact		

the population of Torbay)				
Human Rights impacts		There is no differential impact		
Child Friendly	Torbay Council is a Child Friendly Council and all staff and Councillors are Corporate Parents and have a responsibility towards cared for and care experienced children and young people.	There is no differential impact		

10. Cumulative Council Impact

10.1 None

11. Cumulative Community Impacts

11.1 None.

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TOR BAY
HARBOUR



Tor Bay Harbour Authority

Schedule of Charges, Dues & Fees – 2025 – 2026

VAT Registration No. GB 142 2082 11

For the period commencing 1st April 2025 – 31st March 2026

Email: harbour.authority@torbay.gov.uk Website: www.tor-bay-harbour.co.uk

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Section 5 – Services & Other Charges

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Section 6 – Pilotage Charges

- Pilotage Charges Page 14

Section 1 – Introduction to Harbour Charges, Dues & Fees

General Details

- 1.1.1 The Tor Bay Harbour Authority ‘*Schedule of Charges, Dues and Fees*’ should be read in conjunction with the ‘*Charges, Dues & Fees – Supporting Information*’ booklet, which can be found on the Tor Bay Harbour website - www.tor-bay-harbour.co.uk/about/harbour-charges/
- 1.1.2 For more information regarding Tor Bay Harbour activities, please refer to the Tor Bay Harbour website – www.tor-bay-harbour.co.uk
- 1.1.3 Particular attention should be given to the following documents on the Plans & Policies webpage – www.tor-bay-harbour.co.uk/about/plans-policies/
- ‘General Terms & Conditions’
 - ‘Operational Moorings and Facilities Policy’

Section 2 – Recreational Visitor Facilities



Visitor Charges - Recreational (per night or over 2 hours) – VAT included	Per Day	Per Week
Up to 5.5m (18ft)	£14.00	£71.00
Over 5.5m (per meter)	£3.00	£11.00
Catamaran and Trimaran (per meter)	£4.00	£18.00
Visitor Charges – Commercial Vessels – Exclusive of VAT		
Commercial vessels visiting an enclosed harbour	£3.00 + VAT	-
Commercial vessels laid up un-laden (& gas free if applicable)	£10.00 + VAT	£20.00 + VAT
Commercial vessels anchored in Tor Bay – per day or part (Those seeking shelter are exempt from this charge)	£164.00 + VAT	-

Vessels anchored in Tor Bay for underwater survey, hull cleaning or repairs – per day or part	£322.00 + VAT	-
Commercial vessels taking up or discharging fuel oil or supplies within an enclosed harbour (max stay 24 hours) – per m LOA per month or part	£38.00 + VAT	
Launch & Recovery Fees - Daily Slipway Charges – VAT included	Per Day	
Up to 3m (10ft)	£10.00	
Up to 5.5m (18ft)	£19.00	
Over 5.5m	£30.00	
Canoes/Kayaks/Paddleboards	£6.00	
Personal Watercraft (Jet Skis) – Slipway Charges -VAT included	Per Day	Per Week
Standard Charge, Launch per craft	£24.00	£118.00
Qualified Charge, Launch per craft	£16.00	£75.00
Registration Fee, per craft – Standard & Qualified	£23.00 one-off charge	
Trailer Parking – VAT included	Per Day	Per Week
Trailer parking	£11.00	£59.00
Quayside Berthing, Drying Out & Storage on Quays – subject to availability – VAT included	Per Day	
Use of slipway/beach to dry out/ and other quayside berths for repairs - Per m/per day	£5.00	
Use of Grids exclusive of harbour dues Brixham Harbour only Per m/per day	£6.00	
Boat storage on the Quay (on or off a trailer) Per m/per day	£4.00	
Visitor Cargo Dues – Goods – Exclusive of VAT		
Vessels undertaking fish and cargo trans-shipments - Trans-shipment of all cargo and or products, whether at anchor or under way within Tor Bay Harbour jurisdiction	Determined by the Harbour Master / £0.015	
General Cargo/Other Commodities - per pallet	£4.00 + VAT	
General Ships Stores/Spares etc. - per tonne	£3.00 + VAT	
Waste Bins (1100 litres) - per unit	£4.00 + VAT	
Visitor Passenger Vessels – VAT included		
MCA coded vessels and MCA class V,VI, VIA vessels & EU classes & other passenger vessels; per passenger per visit	£4.00	
Cruise ships; per passenger per visit	£5.00	
MCA coded and MCA class V,VI, VIA Passenger vessels and EU classes visiting Tor Bay Harbour (combined charge) – per year or part	£393.00	

Section 3 – Annual Harbour Facilities



Annual Berthing Charges - Inclusive of Harbour Dues

Torquay – Minimum 6m charge – Per Berth – VAT included

Town Dock & Princes Pier Pontoon – Private and Commercial Vessels up to 6m	£1,889.00
Town Dock & Princes Pier Pontoon – Private and Commercial Vessels up to 8m	£2,519.00
Town Dock & Princes Pier Pontoon – Private and Commercial Vessels up to 10m	£3,148.00
Town Dock & Princes Pier Pontoon – Private and Commercial Vessels up to 12m	£3,778.00
Town Dock & Princes Pier Pontoon – Private and Commercial Vessels over 12m, Per M	£315.00
Inner Harbour Private & Commercial Vessel up to 6m	£1,435.00
Inner Harbour Private & Commercial Vessel up to 8m	£1,913.00
Inner Harbour Private & Commercial Vessel up to 9.14m	£2,182.00
Jet Ski pods	£1,184.00

Paignton – Minimum 6m charge - Per Mooring – VAT included

Trot mooring (no risers provided) up to 6.1m Minimum charge	£678.00
Trot mooring (no risers provided) up to 8m	£1,047.00
Commercial Trot mooring (no risers provided) up to 11m	£1,600.00
Commercial Trot mooring (no risers provided) up to 14m	£2,035.00
Outhaul mooring up to 4.5m	£408.00
Lying Along the Quayside	£130.00

Brixham – Minimum 5m charge – Per Mooring – VAT included

Outer Harbour Swinging Mooring up to 6.4m	£990.00
Outer Harbour Swinging Mooring up to 8m	£1,490.00

Outer Harbour Swinging Mooring up to 9.14m	£1,509.00
Outer Harbour Swinging Mooring up to 10m	£1,724.00
Outer Harbour Swinging Mooring up to 11m	£1,906.00
Outer Harbour Swinging Mooring up to 12.19m	£2,123.00
Outer Harbour Swinging Mooring up to 15.24m	£2,591.00
Outer Harbour Swinging Mooring over 15.24 charged per m	£181.00
Inner Harbour Trot mooring (no risers provided) up to 5m	£678.00
Inner Harbour Trot mooring (no risers provided) up to 6m	£721.00
Inner Harbour Trot mooring (no risers provided) up to 7m	£847.00
Inner Harbour Trot mooring (no risers provided) up to 8m	£975.00
Inner Harbour Trot mooring (no risers provided) up to 9m	£1,005.00
Inner Harbour Trot mooring (no risers provided) up to 10m	£1,254.00
Lying Along the Quayside, per m	£131.00
Use of Town Pontoon by Tenders (At Harbour Master's discretion) per m	£9.00
Waiting List Fees for Mooring & Facilities (Non-refundable or transferable) – VAT included	
Waiting List Fee – Private berths & Moorings	£26.00
Waiting List Fee – Commercial berths & Moorings	£54.00
Boat Parking, Storage on Quayside and Car & Trailer Parking – VAT included	
Paignton Harbour Winter Storage Charge – Per m LOA	£56.00
Paignton Harbour – Annual - Per Year or Part	
• Dinghy Park Space (under 5m on hand launch trolleys) max width 1.8m	£395.00
• Quayside Boat Park Space (vessels under 6m on trailers) per m	£93.00
• Multi Hull Spaces per m per year	£118.00
• PARC Coastal Boat	£501.00
Torquay and Brixham Harbours - Boat parking under 6m LOA where a facility exists – Annual - Per m/LOA/per year	
• Single hull (includes racks at Torquay)	£91.00
• Reduced charge	£47.00
• Multi hull (occupying more than one space)	£118.00
Paignton Harbour Annual horizontal racks, subject to availability (max, length 3.7m) – per year or part	£223.00
Annual Kayak/Canoe rack (where available) – per year or part	£149.00
Annual Dinghy/tender rack – per year or part	£76.00
Torquay Beacon Quay Annual car parking permit (quayside level only) –	£668.00

per year or part	
Paignton Annual car parking permit	£259.00
Brixham Oxen Cove Annual car parking permit – per year or part	£420.00
Annual trailer parking (only available with private annual launch & recovery pass) – per year or part	£118.00
Annual Compound Charges – Passenger Vessels - MCA coded vessels < 24m LOA - per year or part	£124.00
Annual Compound Charges – Passenger vessels - MCA class V,VI, VIA vessels, EU classes and coded vessels of 24m & over; per licenced passenger capacity - per person per year or part	£5.00
Launch & Recovery Fees – Annual Slipway Charges – VAT included	
Annual launching and recovery pass for private use of slipways – per m per year or part	£52.00
Annual launching & recovery pass for commercial use of slipways – per m per year or part	£59.00
Annual Jet ski launching and recovering pass per craft standard charge – per year or part	£355.00
Annual, Jet ski launching and recovering pass per craft ‘qualified’ charge – per year or part	£237.00
Passenger Vessels – Landing/Embarkation Charges	
MCA coded vessels and MCA class V,VI, VIA vessels & EU classes & other passenger vessels; per passenger per visit	£4.00 + VAT
Cruise ships; per passenger per visit	£5.00 + VAT
Passenger & Commercial Vessels – Annual Compound Charges	
MCA coded vessels < 24m LOA - per year or part	£124.00 + VAT
MCA class V,VI, VIA vessels, EU classes and coded vessels of 24m & over; per licenced passenger capacity - per person per year or part	£5.00 + VAT
MCA coded and MCA class V,VI, VIA Passenger vessels and EU classes visiting Tor Bay Harbour (combined charge) – per year or part	£393.00 + VAT
Launching & Recovery pass for commercial use of slipways per m/per year	£59.00 + VAT

Section 4 - Fishing & Commercial Vessel Facilities



Note: Prices are **exclusive** of VAT unless stated

Visiting Motor Fishing Vessel – VAT included	
Motor fishing vessels landing fish which attract fishing tolls – Free for the day of landing	£35.00 per day for MFV < 20m £48.00 per day for MFV > 20m
Visiting Commercial Boats – VAT included	
Commercial vessels visiting an enclosed harbour	£3.00
Commercial vessels laid up un-laden (& gas free if applicable)	£10.00 per day
	£20.00 per week
Commercial vessels taking up or discharging fuel oil or supplies within an enclosed harbour (max stay 24 hours) – per m LOA per month or part	£38.00
Commercial vessels anchored in Tor Bay – per day or part (Those seeking shelter are exempt from this charge)	£164.00
Vessels anchored in Tor Bay or underwater survey, hull cleaning or repairs – per day or part	£322.00
Goods – VAT exempt	
Fish (other than cured fish) including shellfish, crabs etc. brought into the harbour or to any place within the limits of the harbour by sea and sold, on the gross proceeds of fish.	£0.03 per £ (2.5% Ad Valorem)
Fish overlanded and sold on the Brixham Fish market	£0.02 per £ (1.5% Ad Valorem)
Fish overlanded onto the Harbour Estate but not sold on the market. Fish, Shellfish (Overland) and all products brought onto the Harbour Estate via road	£0.02 per £ (1.5% Ad Valorem)
Fish and cargo trans-shipments Transshipment of all cargo and or products within Tor Bay Harbour Jurisdiction	£0.02
General Cargo/Other Commodities - per pallet	£4.00

General Ships stores/Spares etc. - per tonne	£3.00
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Harbour Dues – Motor Fishing Vessels (MFVs) - Per m per year MFV based in and working from Tor Bay Harbour – VAT included for vessels < 15 GRT; VAT exempt for vessels > 15 GRT	
Under 8m LOA	£14.00
8m – 12m LOA	£17.00
Over 12m LOA	£19.00
Licences – VAT exempt	
Fish Salesperson’s licence (Includes use of Fish Market) per annum – Valid from 1 st April each year	£413.00
Fish Buyer’s licence (Includes use of Fish Market) per annum – Valid from 1 st April each year	£413.00
Waiting Lists for Mooring & Facilities – VAT included	
Waiting List Fee	£54.00
Torquay Annual Berthing – MFV's landing over £12,000 gross – VAT included	
Princess Pier Pontoon up to 6m	£1,560.00
Princess Pier Pontoon up to 8m	£2,079.00
Princess Pier Pontoon up to 10m	£2,600.00
Paignton Annual Berthing – MFV's landing over £12,000 gross – VAT included	
Trot mooring (no risers provided) up to 6.1m - Per mooring Minimum charge	£62.00
Trot mooring (no risers provided) up to 8m – Per mooring	£432.00
Lying Along the Quayside Inclusive of dues – Per m LOA – see visitor section	£130.00
Brixham Annual Berthing - Exclusive of Dues – VAT included	
Outer Harbour Swinging Mooring up to 6.4m	£375.00
Outer Harbour Swinging Mooring up to 8m	£876.00
Outer Harbour Swinging Mooring up to 9.14m	£893.00
Outer Harbour Swinging Mooring up to 10m	£1,108.00
Outer Harbour Swinging Mooring up to 11m	£1,167.00
Outer Harbour Swinging Mooring up to 12.19m	£1,383.00
Outer Harbour Swinging Mooring up to 15.24m	£1,606.00
Outer Harbour Swinging Mooring over 15.24 charged Per m	£118.00
Inner Harbour Trot mooring (no risers provided) up to 5m	£62.00
Inner Harbour Trot mooring (no risers provided) up to 6m	£106.00
Inner Harbour Trot mooring (no risers provided) up to 7m	£232.00

Inner Harbour Trot mooring (no risers provided) up to 8m	£359.00
Inner Harbour Trot mooring (no risers provided) up to 9m	£389.00
Inner Harbour Trot mooring (no risers provided) up to 10m	£639.00
Lying Along the Quayside Inclusive of dues – Per m per annum	£131.00
Use of Town Pontoon by Tenders (At the Harbour Master’s discretion) - per m per annum	£9.00

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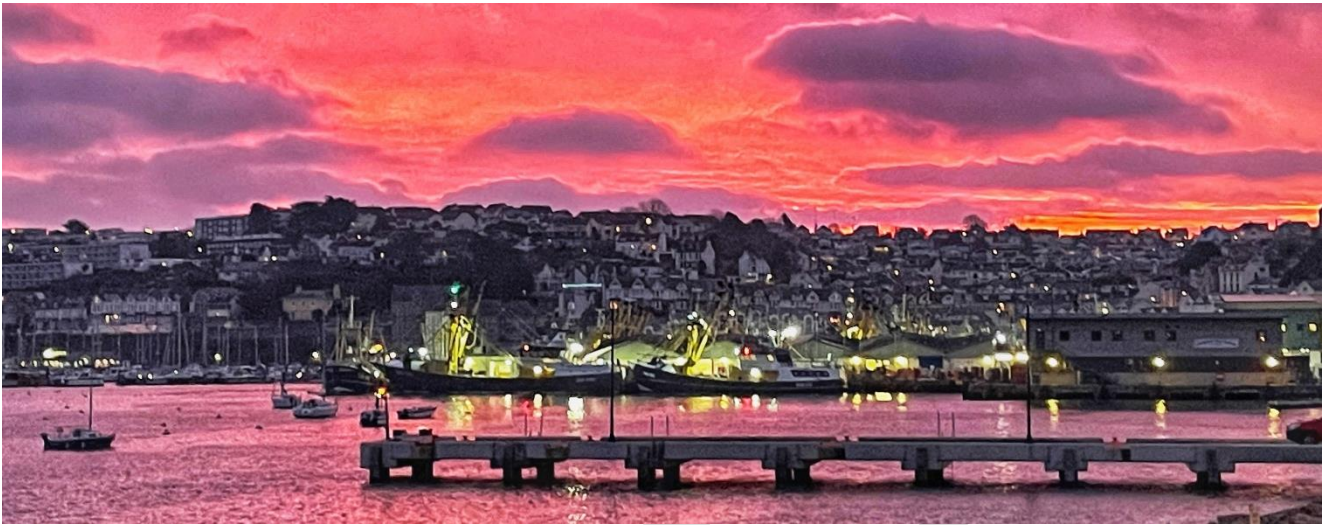
Section 5 - Services and Other Charges

Electric – VAT included	
Level 1 card – 10 Units (Unit charge varies in accordance with current rates)	£3.00 each
Level 5 card – 50 Units (Unit charge varies in accordance with current rates)	£12.00 each
Level 10 card – 100 Units (Unit charge varies in accordance with current rates)	£26.00 each
Smart cards (available at Torquay & Paignton) – Initial charge for card / Credit added according to customer requirement / Visitor cards available	In accordance with current rates
Brixham Harbour KW charge for Motor Fishing Vessels – Invoiced Quarterly	In accordance with current rates
Water - Water charges – Exempt of VAT	
Up to 50 tonnes - per tonne	£5.00
50 tonnes and over - per tonne	£4.00
Fishing Vessels with freshwater tanks – 0m – 8m - per annum	£51.00
Fishing Vessels with freshwater tanks – 8m – 12m - per annum	£76.00
Fishing Vessels with freshwater tanks – 12m – 20m - per annum	£277.00
Fishing Vessels with freshwater tanks over 20m	To be determined by the Harbour Master
Brixham Harbour per cubic meter (where facility is in place)	In accordance with current rates
Crane – VAT included	
Storage on the Quay - per meter LOA per day or part	£4.00
Use of mobile commercial crane and/or Hiab on Harbour Property/Estate up to 4 hours (Inclusive of launch fee) - per crane	£54.00
Use of mobile commercial crane and/or Hiab on Harbour Property/Estate over 4 hours (Inclusive of launch fee) - per crane/per day	£107.00
Labour & Equipment – VAT included	
Labour charge (during normal working hours) - per hour or part	£56.00
Hire of workboat including skipper and crew - per hour or part	£198.00
Hire of workboat including skipper and crew - per day 08:00-16:00 hours	£923.00
Towing within enclosed Harbour - per ½ hour or part	£34.00
Towing outside enclosed Harbour to nearest enclosed Harbour within Tor Bay - per ½ hour or part	£68.00
Pumping out of vessels within the enclosed Harbours - per hour or part	£62.00
Hire of Forklift truck with driver - per hour or part	£69.00
Forklift truck service to Ship's Agents (Exclusive of VAT) - per pallet	£26.00

Storage	
Unleased quay areas for fish boxes, fishing gear, cargo containers etc. - per m2/per day, at Harbour Masters discretion	£3.00 + VAT
Unleased quay areas for fish boxes, fishing gear, cargo containers etc. (subject to availability and at Harbour Masters discretion - per m2/per annum	£118.00 + VAT
Storage of Beams on unleased quay areas - per set/per week, at Harbour Masters discretion	£11.00 + VAT
Storage of waste bins (1,100 litres) - per bin per day	£4.00 + VAT
Secured Storage Torquay at the Harbour Masters Discretion- per pallet per day	£11.00 + VAT
Lock up storage (ship stores only) (Equipment removal & transportation costs at applicable hourly rate)	To be determined by the Harbour Master
Storage lockers at Paignton Harbour (subject to availability) - per annum	£246.00 + VAT
Licences – VAT exempt	
Fish Salesperson's licence (Includes use of Fish Market) per annum	£413.00
Fish Buyer's licence (Includes use of Fish Market) per annum	£413.00
Harbour Estate trading licence	As per Council's Street Trading consent fee
Bunkering (Charges do not apply where fuel is taken from the refuelling stations at BTA fuelling station at Brixham, Brixham Marina or South Pier at Torquay) – VAT included	
For fuel oil delivered to vessels from tankers on shore or afloat up to 4,000 litres (minimum charge £30.00) - per litre delivered	£0.04p
For fuel oil delivered to ships from tankers on shore or afloat over 4,000 litres (minimum charge £30.00) - per 500 litres	£3.00
For fuel oil delivered to ships from tankers on shore or afloat in Tor Bay – per litre	£0.005 per litre
Waste – VAT included	
Transportation to the Council refuse tip, Including attendants & use of Council transport etc. per truck load or part load	£190.00
Council Tipping Charge	As per weighbridge load
Provision of skip for fishing vessels in refit	At cost + 10%
Unauthorised landing of commercial waste	£118.00
Authorised landing of commercial waste - per dumpy bag	£48.00
Passenger Craft Waste Reception Facilities	To be determined by the Harbour Master
Other Charges – VAT included unless otherwise stated	
Administration Charge (To be applied following cancellation of facilities. It may also be applied in other instances at the discretion of the Harbour Master).	£59.00
Parking of an exhibition vehicle on Harbour Estate - per day or part	£89.00

Unauthorised Parking Charge for parking without permission on Harbour Estate - per day or part there of	£30.00
Replacement of swipe card or Fob for controlled access/electricity meters - per unit	£11.00
Additional pontoon cleat (Subject to Harbour Master's agreement) - per unit fitted	£59.00
Vessels of exceptional construction or methods of propulsion, or not otherwise covered	Such charges as may from time-to-time be fixed
Salt-water extraction charge (Use of quays to pump water for commercial purposes) (At the Harbour Masters discretion) per day or part & per year or part	£34.00 per day
	£1,321.00 per year
Contractors Pass (For Trades persons working on the Harbour Estate) (ex VAT) - per year or part	£408.00 per year
Daily Contractors Pass (Ex VAT) - per day or part	£14.00 per day
Advertising Charges in Harbour – Paignton – A1 Board (60cm x 120cm)	£431.00 + VAT
Advertising Charges in Harbour - Torquay & Brixham – A1 Board (60cm x 120cm)	£592.00 + VAT
Advertising Charges in Harbour - Torquay & Brixham – Large Board (150cm x 100cm)	£947.00 + VAT
Advertising Charges in Harbour - Torquay & Brixham – Banner, plus £50 site fixing fee (75cm x 300cm)	£764.00 + VAT
Event Charges – As determined by Harbour Master depending on requirements	To be determined by the Harbour Master

Section 6 – Pilotage Charges



Pilotage – VAT included	Charge
From Sea to Brixham or Torquay Harbours	£84.00 per m draught
From Brixham or Torquay Harbours to Sea	£78.00 per m draught
Shift berth within Torquay or Brixham Harbours	£51.00 per m draught
From Sea to Tor Bay Harbour anchorage	£37.00 per m draught
From Tor Bay Harbour anchorage to Sea	£27.00 per m draught
Sea to Tor Bay Harbour & Tor Bay Harbour to Sea – (Surcharge for vessels over 150m LOA)	£2.00 per m for each m over 150m
Minimum charge (With or without a pilot on board)	£127.00
Detention, after 1 hour	£81.00 per hour or part of
Pilot Boat Charges (Shipping or landing a local Pilot)	Levied by relevant company
Pilotage Exemption Certificates	Per issue

Note – Add 50% surcharge to Pilotage Charges incurred on Bank Holidays

TORQUAY • PAIGNTON • BRIXHAM

TOR BAY
HARBOUR



Tor Bay Harbour Authority

Charges, Dues & Fees – Supporting Information 2025 – 2026

VAT Registration No. GB 142 2082 11

For the period commencing 1st April 2025 – 31st March 2026

Email: harbour.authority@torbay.gov.uk Website: www.tor-bay-harbour.co.uk

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Section 1 – Introduction to Harbour Charges, Dues & Fees

General Details

- 1.1.1 The Tor Bay Harbour Authority ‘Charges, Dues and Fees – Supporting Information’ booklet should be read in conjunction with the ‘Schedule of Charges, Dues & Fees’ booklet, which can be found on the Tor Bay Harbour website - www.tor-bay-harbour.co.uk/about/harbour-charges/
- 1.1.2 For more information regarding Tor Bay Harbour activities, please refer to the Tor Bay Harbour website – www.tor-bay-harbour.co.uk
- 1.1.3 Particular attention should be given to the following documents on the Plans & Policies webpage – www.tor-bay-harbour.co.uk/about/plans-policies/
- ‘General Terms & Conditions’
 - ‘Operational Moorings and Facilities Policy’
- 1.1.4 All charges, dues and fees are subject to the appropriate rate of VAT except where indicated.
- 1.1.5 Annual charges relate to the period 1st April to 31st March following and any part thereof. Certain charges may be levied. The full annual fee will be charged for any person/s accepting a facility in the first 3 months (1st April – 30th June). Anyone accepting a facility after the 1st of July will be charged at the appropriate pro rata rate through to 31st March.
- 1.1.6 Seasonal charges, only where applicable, relate to the periods:
- | | | |
|---|---|--------|
| 1 st April to 30 th September | - | Summer |
| 1 st October to 31 st March | - | Winter |
- 1.1.7 All accounts are to be paid within 14 days unless otherwise specified. Payment of charges listed may be required in advance of the service being taken up. Credit and debit card facilities are available for payments made online, at the Harbour Offices or via telephone.
- 1.1.8 Penalty for evading payment of charges – Section 30 Tor Bay Harbour Act, 1970:
“The owner of any vessel or goods or any other person who eludes or evades or attempts to elude or evade payment of, or refuses to pay, a charge payable by such owner or person to the harbour authority at the time when the same becomes due and payable shall be liable to pay to the harbour authority, in addition to the charge, a sum equal to the amount thereof, which sum shall be a debt due to the harbour authority and shall be recoverable by them in any court of competent jurisdiction.”
- 1.1.9 Failure to notify the harbour office of arrival, or departing the harbour without paying harbour charges, will be taken as an attempt to evade the payment of harbour charges.
- 1.1.10 Visiting vessels of special interest and/or vessels owned by Registered Charities may be eligible for a 50% concession on applicable Harbour Charges at the discretion of the Harbour Master.
- 1.1.11 Any person claiming the return of the whole or part of any charges paid to the Authority shall make such claim, produce all documents, and give all information required by the Authority in

proof of such claim within twelve months from the time of payment and, in default thereof, the claim shall cease to be enforceable. Refunds would normally only apply in exceptional circumstances and will incur an administration charge.

- 1.1.12 All lengths referred to are overall lengths which in the context of these charges includes bowsprit, push-pit, stern davit, and/or bumpkin etc. as determined by the Harbour Master.
- 1.1.13 Any person who without reasonable cause fails to provide information which is reasonably required for the purpose of the harbour undertaking shall be liable on summary conviction to a fine not exceeding level three on the standard scale. (Section 18 Tor Bay Harbour (Torquay Marina &c.) Act 1983).
- 1.1.14 Application for and acceptance of a mooring, quay berth, boat park space, pontoon berth or other facility, implies acceptance of the rate of charge currently in force and of the conditions of issue including that the Authority and its staff are indemnified against any claims arising from or in connection with such berth or facility, save only as the Authority may be liable under the Unfair Contracts Terms Act 1977.
- 1.1.15 Vessels directed into the harbour by the Secretary of State's Representative (SOSREP) or by any other person legally entitled to direct vessels into a harbour are required to pay one month's harbour dues in advance as a condition of entry. If using a mooring facility, they will also be required to pay one month's mooring fees in advance as a condition of entry. These charges are in addition to any charges incurred for pilotage, tugs, berthing the vessel or for the provision of any other service supplied by the Authority.
- 1.1.16 The lawful orders or directions of the Harbour Master and other authorised officers must always be obeyed promptly.
- 1.1.17 No facility granted may be shared, assigned, or sub-let without the prior consent of the Harbour Master in writing and further charges may apply (Tor Bay Harbour Byelaw no 38 & 41).
- 1.1.18 The Harbour Authority has the right to exercise a general lien upon any vessel, and/or her gear and equipment, whilst in or upon the Harbour premises, or afloat, until such time as the monies due to the Harbour Authority from the applicant in respect of such vessel whether on account of storage or mooring charges or otherwise, shall be paid.
- 1.1.19 No person shall place a vessel on a mooring prescribed in the mooring scheme prepared by the Harbour Authority for a vessel of a different size than that applied for, without the applicant obtaining the prior approval of the Harbour Master in writing (Tor Bay Harbour Byelaw no 40).
- 1.1.20 In the event of the applicant selling or otherwise disposing of the vessel authorised to use the mooring, the Harbour Master shall be notified in writing (Tor Bay Harbour Byelaw no 33).
- 1.1.21 These charges will be applied in a fair and equitable manner, to reflect, as reasonably as possible, the service provided. However, for the avoidance of doubt, the Harbour Master may interpret this Schedule in such a manner as to maximise income to the Harbour Authority.

- 1.1.22 The Harbour Master may vary these charges and/or levy additional charges in respect of anything done or provided by (or on behalf of) the Harbour Authority in accordance with the Harbours Act 1964 and/or Section 24 of the Tor Bay Harbour Act 1970 (or any amendments or re-enactments of those Acts) and all powers delegated to the Harbour Master.
- 1.1.23 The owner of any vessel using Tor Bay Harbour shall indemnify the Harbour Authority, their servants, and agents against all actions, claims, costs and demands in respect of any injury or death of any person and any damage to any property which may arise out of the owner's occupation and use of the harbour facilities including slipways, steps, jetties, pontoons and staging and for this purpose shall maintain a Public Liability policy against such risks. Failure to maintain the appropriate insurance cover will result in the withdrawal of mooring, launching or other facilities.
- 1.1.24 Harbour Dues are payable on **all** vessels entering, within or leaving the harbour. Harbour Dues relate to a particular vessel and are not transferable. Refunds are not normally given.
- 1.1.25 Vessels, trailers and tenders paying Annual Harbour Dues must display their names as per Tor Bay Harbour Byelaw 34. Failure to do so may result in daily charges being applied.
- 1.1.26 Vessels exempt from Harbour Dues are as follows:
- Small vessels < 3m LOA propelled solely by oars or paddles and which are not normally berthed within the harbour.
 - Canoes < 4m LOA, sailboards, and rowing skiffs
 - Tenders less than 4.3m LOA for parent vessels paying relevant annual harbour charges that are less than 10.0m LOA.
 - Tenders less than 6.0m LOA for parent vessels paying relevant annual harbour charges less than 10.0m LOA.
 - Safety/rescue vessels as agreed with the Harbour Master
 - All RNLI vessels
 - HM Ships, Customs and Excise vessels and craft in the service of Trinity House
- 1.1.27 Tenders must be clearly marked 'Tender to (the main vessel's name). Only one tender per vessel is covered in this way. Tenders can only be used for transport to and from the parent vessel and/or mooring. All tenders shall be stored within designated tender racks except by prior written agreement from the Harbour Master.

Definitions

1.2.1 Limits of the Harbour

The limits of the Harbour shall comprise the areas as set out in Parts I and II of Schedule 1 of the Tor Bay Harbour Act, 1970.

1.2.2 Vessels

The word "vessel" includes every description of water craft, including non-displacement craft, WIG craft and seaplanes, used or capable of being used as a means of transportation on water. (International Regulations for Preventing Collisions at Sea 1972 – Rule 3)

1.2.3 **Recreational Vessels**

Any vessel, less than 50m LOA, used solely for the purpose of recreation. All vessels owned and operated by a registered charity for the purpose of training people at sea for recreational purposes.

1.2.4 **Passenger Vessels**

An MCA Class V, VI or VII vessel, or an MCA coded vessel, or, where applicable a vessel licensed by Tor Bay Harbour Authority to carry fare-paying passengers. Any vessel that meets this definition shall not be considered a recreational vessel.

1.2.5 **Motor Fishing Vessels (MFV)**

A registered Motor Fishing Vessel based in and working from a Tor Bay Harbour, the owner/master of which is engaged in commercial fishing, whose sole or main income is derived from selling fish on the Brixham Fish Market or landing fish for sale at Brixham, Torquay or Paignton Harbours and paying Fish Tolls to the Harbour Authority. Income from Fish Landings must total at least £12,000 in the previous year to meet the sole or main income test. Motor Fishing Vessel charges only apply to vessels bona fide engaged in fishing. Registered fishing vessels employed as pleasure craft and carrying passenger for reward are to pay the appropriate passenger vessel charge for the period so employed.

1.2.6 **Commercial Vessels**

Commercial vessels and all other vessels, including naval vessels, workboats and pilot boats used for any purposes other than recreation with the exception of, licensed passenger vessels, fishing vessels, or training vessels as defined in 1.2.2 to 1.2.4 above. See Operational Moorings & Facilities Policy for more information.

1.2.7 **Heritage Vessel**

A limited number of 'Heritage' vessels are permitted, with the Harbour Master's consent, to berth on the Town Pontoon in Brixham Harbour. The Harbour Authority's agreed criteria against which vessels could be measured for inclusion within the "fleet" of heritage boats based at Brixham Harbour is as follows:-

"that a heritage boat in Torbay be defined as a vessel which is British built, 40 feet or more in length and built prior to 31st December 1935 and that, at the absolute discretion of the Council, is considered to have an historical relevance to Tor Bay and its operation and general activity is considered to be beneficial to the local community; and that compliance with the approved definition of a heritage boat should form the basic criteria against which vessels can be measured for inclusion within the "fleet".

1.2.8 **Passenger**

Any person carried that is not essential to the running of the vessel or any person who has paid to be transported, accommodated, or trained on the vessel on which they are embarked.

1.2.9 **Work Within the Harbour**

The loading, discharging, transport, carriage, storing or accommodation of goods, cargo, dry, liquid, or gaseous commodities, livestock, or passengers. The carrying out of any project for any purpose including but not limited to photographic, film or other artistic work on or by any vessel; capital dredging; diving support; pile driving or pile removal; laying or recovering an underwater cable or pipeline; laying, maintenance, survey or recovery of mooring anchors, ground tackle, risers or buoys; surveying, scientific research, water sampling or core sampling; and drilling into the river bed for any purpose. Any other project resulting in the construction

or removal of any structure or the alteration of the harbour bed or infrastructure. Operations carried out by HM Customs, immigration officers, police and fisheries patrols but excluding firefighting and SAR operations.

1.2.10 Further Definitions

Definitions contained within the Harbours Act 1964, the Tor Bay Harbour Act 1970, the Tor Bay Harbour (Torquay Marina &c.) Act 1983 and Tor Bay Harbour Byelaws are applicable where appropriate.

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Section 2 – Visitor Facilities



- 2.1.1 This section applies to both visiting recreational and passenger vessels. Recreational vessels refer to visiting non-commercial vessels under 50m LOA not undertaking work within the harbour; and visiting Passenger vessels (as defined in 1.2.3).
- 2.1.2 These charges apply at each of the enclosed harbours, and include both harbour dues and mooring fees where applicable.
- 2.1.3 Visitor Pontoons are available, normally for recreational vessels and visitor passenger vessels during the summer months in Brixham, Paignton and Torquay harbours.
- 2.1.4 Vessels may be required to double-up with other craft, and in such cases fendering will be the responsibility of the Masters of the craft involved. There is no reduction for doubling up.
- 2.1.5 To avoid the abuse of visitor moorings by local vessels, all craft using visitor mooring facilities will be charged as set out in the Schedule of Charges, Dues & Fees, and are normally restricted to a maximum stay of three weeks (21 days) with no return within one week 7 days. The weekly rate is only available for visiting vessels if payment is made in advance, the daily visitor rate will commence on the last day of the prepaid weekly rate.
- 2.1.6 Use of harbour facilities will be denied or withdrawn if boats are not adequately insured.
- 2.1.7 Harbour visitors are permitted up to 2 hours alongside free of charge before the charges set out in this section become due. Slipway charges are payable in addition to visitor charges.
- 2.1.8 Maritime events using pontoon or visitor moorings will be charged at 50% for the duration of the event and thereafter full price. All other charges are at the discretion of the Harbour Master.

Launch & Recovery Fees

- 2.2.1 Fees are charged per day. Vessels which frequently launch, or recover may, at the Harbour Master's discretion, purchase an annual slipway pass subject to availability (see Schedule of Charges, Dues & Fees). Trailer parking charges (section 2.3.1) are in addition to these charges.

2.2.2 Launching from slipways in busy harbours is actively discouraged for safety reasons and is at the discretion of the Harbour Master, which may be withdrawn at any time. Safer alternative sites for this type of craft can be found on the Tor Bay Harbour website.

Personal Watercraft (Jet Skis)

2.3.1 All PWC must be registered with the Harbour Authority. Proof of insurance must be furnished upon request.

2.3.2 Use of launching/recovery facilities is at the Harbour Master's discretion.

2.3.3 Launching/recovery charges **do not** include trailer parking.

2.3.4 To promote safety, persons holding a recognised RYA PWC will be charged the lesser 'qualified' rate. Proof of qualification will be required on each occasion.

2.3.5 Following implementation of the Merchant Shipping (Watercraft) Order 2023 on 31st March 2023, new laws apply to any type of powered watercraft, such as jet skis or motorboats. As a result, jet skis/PWCs are now subject to the same requirements as any vessel for adhering to the International Regulations for Preventing Collisions at Sea 1972 (COLREGs).

Trailer Parking

2.4.1 Trailer parking is subject to availability.

Quayside Berthing, Drying Out & Storage on Quays

2.5.1 Subject to availability

Use of Tor Bay Harbour Authority

Landing/Embarkation Facilities for Passenger Vessels

2.6.1 Charges apply to passengers embarking/landing within any of the enclosed ports, at piers, pontoons, or any other fit-for-purpose harbour facility.

2.6.2 Passengers embarked as trainees aboard vessels owned and operated by a registered charity for the purpose of training people at sea for recreational purposes are exempt.

Section 3 – Annual Harbour Facilities



Berthing & Mooring

- 3.1.1 This section applies to vessels which are moored or berthed within Torquay, Paignton or Brixham harbours. Charges are levied per metre per annum or part thereof expiring 31st of March the following year and are **inclusive** of VAT, **except where specified**.
- 3.1.2 Annual berthing, mooring facilities and lying along quayside for passenger and commercial vessels are **inclusive** of harbour dues at **£51.00** per metre per annum unless otherwise stated.
- 3.1.3 Vessels owned by charities or charitable organizations, including bona fide local youth organisations are eligible for up to 50% reduction of this charge at the discretion of the Harbour Master.
- 3.1.4 Waiting lists exist for some moorings & facilities. The registration fee to join each waiting list is £26.00 (£52.00 for commercial waiting lists). **The fee is not refundable or transferable.**
- 3.1.5 Permanent moorings and berthing facilities are allocated on an annual basis, 1st April to the 31st of March of the following year.
- 3.1.6 All other charges **include** VAT except where specified.

Parking, Quayside Storage Facilities

- 3.2.1 Annual charges for boat and trailer parking on quays are **inclusive** of VAT and **include** harbour dues. Charitable organisations, local yacht clubs, and recognised youth training organisations are invited (on an annual basis) to submit details of eligible young persons under 18 years old to be considered for the reduced rates.

- 3.2.2 All Boat & Trailer parking is subject to availability. Annual trailer parking is only available when an annual launching and recovery pass is purchased.
- 3.2.3 The annual trailer parking identified in this section does not entitle permanent parking of the trailer in the parking area. Customers seeking continuous trailer storage should refer to Boat & Trailer parking.
- 3.2.4 All personal watercraft (jet skis) must be registered with the Harbour Authority. Proof of insurance must be produced if so, requested by the Harbour Office or Harbour Patrol.
- 3.2.5 To promote safety within the Bay, persons holding a recognised RYA Personal Watercraft Certificate will be charged the lesser 'qualified' rate. Proof of such qualification will be required on each occasion.
- 3.2.6 Use of launching/recovery facilities is at the Harbour Master's discretion.
- 3.2.7 Launching/recovery charges **do not** include trailer parking.
- 3.2.8 Charges for horizontal racks are **inclusive** of harbour dues.
- 3.2.9 Craft other than tenders to a larger vessel on a Tor Bay Harbour Mooring, will pay harbour dues in addition to the rack charge. Boat Park charges will be based on the greater length of either boat or trailer - if not stored on a launching trolley.
- 3.2.10 Beacon Quay reserved car parking spaces: allocation of spaces is subject to their being required by the Authority for up to 14 days per year to accommodate maritime events.
- 3.2.11 Winter storage is only available at Paignton Harbour for the period 1st October to 31st March following only (in whole or in part) and no reduction will be allowed for any lesser period.

Use of Tor Bay Harbour Authority Landing/Embarkation Facilities for Passenger Vessels

- 3.3.1 Charges apply to passengers embarking/landing within any of the enclosed ports, at piers, pontoons, or any other fit-for-purpose harbour facility.
- 3.3.2 Passengers embarked as trainees aboard vessels owned and operated by a registered charity for the purpose of training people at sea for recreational purposes are exempt.
- 3.3.3 Annual charges may instead be levied on passenger vessels which routinely land or embark within Tor Bay Harbour.
- 3.3.4 Passenger vessels other than MCA Coded and MCA class V, VI, VIA Passenger Vessels and EU Classes to be charged as commercial vessels.

Section 4 – Fishing & Commercial Vessel Facilities



- 4.1.1 Visiting Motor Fishing Vessels (defined in 1.2.5) has prices **exclusive** of VAT.
- 4.1.2 Where applicable, the charges in this section include mooring/quayside charges.
- 4.1.3 Vessels may be required to double-up with other craft, and in such cases fendering will be the responsibility of the Masters of the craft involved. There is no reduction for doubling up.
- 4.1.4 Use of harbour facilities will be denied or withdrawn if boats are not adequately insured.

Goods and Cargo Dues

- 4.2.1 Goods dues are levied on all vessels (VAT exempt for vessels of over 15 GRT) per occasion.
- 4.2.2 The payment of fish tolls includes alongside berthing within Tor Bay Harbour at a berth to be agreed by the Harbour Authority

Annual Registered Fishing Vessel Facilities - Harbour Dues

- 4.3.1 Applies to Motor Fishing Vessels (as defined in 1.2.5) normally moored within an enclosed harbour regardless of whether they are carrying out work or not). Prices are **exclusive** of VAT.
- 4.3.2 Charges are levied per metre per annum or part thereof expiring 31st March of the following year.

Berthing & Mooring

- 4.4.1 This section applies to vessels which are moored or berthed within Torquay, Paignton or Brixham harbours. Charges are levied per metre per annum or part thereof expiring 31st March

the following year and are **inclusive** of VAT, **however all vessels >15 GRT will be exempt and will have this removed at point of charging.**

4.4.2 Waiting lists exist for some moorings & facilities. The registration fee to join each waiting list is £50.00. The fee is not refundable or transferable.

Goods and Cargo Dues

4.5.1 Goods dues are levied on all vessels (VAT exempt for vessels of over 15 GRT) per occasion.

4.5.2 The payment of fish tolls includes alongside berthing charge at Brixham and water consumption where a recharge facility does not exist.

Parking, Quayside Storage Facilities

4.6.1 Craft other than tenders to a larger vessel on a Tor Bay Harbour Mooring, will pay harbour dues in addition to the rack charge. Boat Park charges will be based on the greater length of either boat or trailer - if not stored on a launching trolley.

4.6.2 Beacon Quay reserved car parking spaces: allocation of spaces is subject to their being required by the Authority for up to 14 days per year to accommodate maritime events.

4.6.3 Winter storage is only available at Paignton Harbour for the period 1st October to 31st March following only (in whole or in part) and no reduction will be allowed for any lesser period.

Section 5 – Services & Other Charges

Services and Other Charges

- 5.1.1 Electricity cards for electricity only, are available in the following denominations for the respective price (prices listed are inclusive of 5% REDUCED RATE VAT):
- Level 1 card – 10 Units (Unit charge varies in accordance with current rates)
 - Level 5 card – 50 Units (Unit charge varies in accordance with current rates)
 - Level 10 card – 100 Units (Unit charge varies in accordance with current rates)
- 5.1.2 These utility charges are applicable only where a recharging facility exists, e.g., card/token meters or sub meters. Also, these charges are linked to the relevant energy prices at any given time, so the price per unit varies in accordance with the current rate by the supplier.
- 5.1.3 Water taken in quantities of less than one tonne there is no charge except where a recharge facility exists.
- 5.1.4 For water supplied from the Tor Bay Harbour's standpipes the following charges apply:
- Up to 50 Tonnes – per tonne
 - 50 tonnes and over – per tonne
- 5.1.5 Other charges below apply where water recharging facilities are not available through metered services.

Crane, Labour, and Equipment Hire Charges

- 5.2.1 Use of mobile commercial cranes or other lifting appliances (including Hiab's) on Harbour estate is at the Harbour Master's discretion. At least 48 hours advance notification must be provided for each operation, together with all relevant documentation (RAMS, Lift Plans and Permit to Work).
- 5.2.2 Enhanced rates will be charged, out of ordinary working hours, where overtime is required to be worked. If staff have are called out, a minimum of 2 hours overtime will be charged (per person).
- 5.2.3 Tor Bay Harbour Authority personnel and equipment (subject to availability) are charged out at the following rates all including VAT. Hire of these facilities are at the Harbour Masters discretion.
- 5.2.4 Towing and water taxi services are provided at the discretion of the Harbour Master.
- 5.2.5 Use of forklifts on harbour property/estate is at the discretion of the Harbour Master.
- 5.2.6 Forklift truck services to Ship's Agents, includes labour up to 30 minutes and minimal storage up to 1 week.

Storage Space

- 5.3.1 **No unauthorised storage is permitted, and items may and will be removed and disposed of without warning.**
- 5.3.2 For authorised stores, a charge will be made.
- 5.3.3 Secure storage may be available upon request and with authority of the Harbour Master.
- 5.3.4 Moving equipment into storage will be charged at the applicable rates in 4.2.

Licences (Exclusive of VAT)

- 5.4.1 Fish salesmen's and buyer's licences are valid from 1st April each year.
- 5.4.2 The period of validity for a Boatman's licence must run concurrent with their DFT licence - MCA and Code of Practice Boatmen only.
- 5.4.3 Tor Bay Harbour Authority may grant upon such terms and conditions as they may think fit licences for pleasure craft to be let for hire or to be used for carrying passengers for hire within the Harbour, and to the boatmen or persons assisting in the charge or navigation of such craft. (See section 22 (1) Tor Bay Harbour Act 1970).

Bunkering Charges (Exclusive of VAT)

- 5.5.1 Bunkering charges do not apply where fuel is taken from the refuelling stations at BTA fuelling station at Brixham, Brixham Marina or South Pier at Torquay.

Waste Charges

- 5.6.1 Waste/rubbish that litters the Harbour Estate as a result of refit or repair work may be removed by the Harbour Authority. Fishing vessels undergoing a refit will be required to provide a sealable skip for produced waste and are responsible for the management of the skip during this time. Sufficient spill and absorbents are to be available to contain any pollutants due to their activities. Torbay Harbour will not dispose of Cylinders. Charges may be applied for disposing of waste and clean-up operations.
- 5.6.2 A significant contribution towards the reasonable cost of Port Waste reception facilities for vessels covered by the Port Waste Reception Facilities Regulations 2003 will be made by way of a consolidated harbour dues charge where applicable. With the exception of small volumes of waste oil, the charge for receipt of dirty ballast water, tank washings (slops), oily mixtures containing chemicals, scale and sludge from tank cleaning operations, oily bilge water, sludge from purification of fuel oil, noxious liquid substances, sewage, and excessive volumes of rubbish will be levied at cost plus 10%.

Miscellaneous Charges (inclusive of VAT unless stated)

- 5.7.1 The parking of exhibition vehicles on Harbour Estate is at the discretion of the Harbour Master.
- 5.7.2 Pleasure Boat Advertising Boards are licensed sites and are subject to a tendering process.
- 5.7.3 Vessels of exceptional construction or methods of propulsion, or not otherwise covered which include sea planes, hovercraft, hydroplanes, hydrofoils and similar craft, rafts used for recreational purposes, etc. See Operational Moorings & Facilities Policy Definitions, Item 7
- 5.7.4 Annual Contractors passes are valid from 1st April each year and are subject to Terms and Conditions of Use.
- 5.7.5 The Tor Bay Harbour Authority may from time to time apply a charge for officers' time for work undertaken by officers preparing reports or supervising work that is not the Harbour Authority's responsibility.

Section 6 – Pilot Charges



Services of a Pilot and/or Pilot Boat (Exclusive of VAT)

6.1.1 Extract from Tor Bay Harbour Pilotage Directions

Pilotage shall be compulsory within the compulsory pilotage area for all vessels except:-

- i. any ship of Her Majesty's Royal Navy or Royal Fleet Auxiliary;
- ii. foreign warships navigating in the harbour for the purpose of taking up or leaving an anchorage;
- iii. any vessel of less than 36m LOA entering or leaving an enclosed harbour and not carrying a cargo of dangerous goods or marine pollutants;
- iv. any vessel of less than 80m LOA providing they do not enter or leave an enclosed harbour
- v. any vessel engaged in towing where the length of such vessel aggregated with the length of the tow is less than 80m or less than 36m for those entering or leaving an enclosed harbour;
- vi. any fishing vessel less than 47.5m LOA;
- vii. any vessel, or vessel engaged in towing, proceeding to, or departing from a designated anchorage provided such vessel has been forced by stress of weather to seek shelter.

See www.tor-bay-harbour.co.uk for the latest version of the Tor Bay Harbour Pilotage Directions

Note – Add 50% surcharge to Pilotage Charges incurred on Bank Holidays

Charges for Pilotage Exemption Certificates

6.2.1 Pilotage Exemption Certificate, per issue

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HARBOUR REVENUE ACCOUNTS 2025-26 Proposed budget

Expenditure	2024/25 Original Budget £ ,000	2024/25 Projected Outturn £ ,000	2025/26 Proposed Budget £ ,000	Notes
Harbour Employee Costs	849	849	873	Based on current staff levels, going up a pay scale and an average 3.5% pay increase
Premises Costs:-				
Repairs and Maintenance	346	376	385	Uses the projects Outturn for 2024/25 as the baseline for the 25-26 budget
Energy & Water	388	388	401	
Cleaning & Waste	63	63	64	
Other Premises & Insurance costs	213	228	229	Insurance costs and NNRD higher %age increase on previous budget, recognising projected outturn for 24-25
Operational Costs:-				
Security Services including CCTV	165	165	182	Increased to reflect estimated cost pressures from new security contract
Professional Services	78	78	79	
Equipment and V&P	61	61	62	
SWISCo	100	100	103	
General & administration expenses	90	90	85	Reducing budget based on previous years results.
Internal Support Services	263	263	269	
User Charges Concessions	26	17	20	Reducing budget based on previous years results.
Conservancy (Dredging)	100	100	100	Maintaining an ongoing budget
Capital Charges	587	584	584	
IFCA Precept	28	28	29	
Contribution to General Fund - EHO	25	32	38	
Contbn to General Fund (Asset Rental)	660	652	652	Inshore Fisheries and Conservation Authority - sea management (fixed)
	4,042	4,074	4,157	
Income				
Rents and Rights :-				
Property and Other Rents/Rights	695	692	692	No increase applied to rental income
Marina Rental	553	642	642	Based on 11.4% of turnover and additional pontoon so more income expected (more space to rent)
Operating Income :-				
Harbour Dues	45	51	63	3.5 % increase has been applied to the operating income, apart from the Fish Tolls income. Fish tolls projected income increased by £114k to recognise the levels achieved in previous years.
Visitor and Slipway	102	102	106	
Mooring fees	287	255	264	
Pontoon Berths	764	766	792	
Fish Tolls	1100	1,100	1,300	
Recharged Services	127	127	132	
Harbour Facilities charges	69	64	66	
Licences & Contractor passes	43	41	43	
Reserved Car Parking	26	25	26	Fixed
Miscellaneous & Administration charges	22	30	31	Uses the projects Outturn for 2024/25 as the baseline for the 25-26 budget
Contributions from Reserve	100	100	0	
	3,933	3,995	4,157	
Operating Surplus /(Deficit)	(109)	(79)	0	
Reduction in GF contribution				
Contributions to Reserve/Impairment provision				

Net to/(from) Reserve	(109)	(79)	0	
RESERVE FUND				
Opening Balance as at 1st April	1,311	1,311	1,069	
Interest Receivable	40	40	10	
Net Surplus / (Deficit) from Revenue Account	(109)	(79)	0	
Contribution to/from Revenue account	(100)	(100)		
Earmarked funding from Reserves:				
Brixham Town Pontoon Fendering	(40)	(40)		
Brixham Offices Fire Alarm	(63)	(63)		
Torquay - Rib repairs			(30)	
Brixham Harbour Concrete Pads			(1)	
Brixham Harbour Moorings Replacement			(100)	Increased to £100k
Brixham Harbour Chillers			(160)	
Paignton Leased Property Upgrades			(12)	
Conservancy / dredging (balance)				
Brixham meter upgrades			(29)	Covered within the £100k budget above
Brixham Quay works			TBC	Increase in est cost from £20k
Expected Closing Balance as at 31st March	1,039	1,069	747	

	Officer's Name	Date	Comments
Harbour Admin Team	Susan Shaw	14 Nov 24	This report is for the Harbour Committee to approve the 2025/26 Operational Moorings Policy. No changes have been made from the 2024/25 version.

Meeting: Harbour Committee **Date:** 2 December 2024

Wards affected: All

Report Title: Tor Bay Harbour Operational Moorings Policy

When does the decision need to be implemented? April 2025

Cabinet Member Contact Details: Cllr Chris Lewis, Cabinet Member for Place Development and Economic Growth, Chris.Lewis@torbay.gov.uk

Director Contact Details: Matt Reeks, Interim Director of Tor Bay Harbour Authority

1. Purpose of Report

- 1.1 The Harbour Committee is required annually to approve the Tor Bay Harbour Authority's Operational Moorings Policy for the forthcoming year, 2025/26.
- 1.2 There are no changes to report from the previous year's policy, 2024/25, approved at the Harbour Committee held on 4 December 2023.

2. Reason for Proposal and its benefits

- 2.1 The use of moorings, berths, boat park spaces, tender racks and storage lockers etc is governed by a variety of controlling factors including: local harbour legislation; harbour byelaws and the annual Facility Agreement terms and conditions. These are codified in the Operational Moorings and Facilities Policy, which is subject to annual review.
- 2.2 The policy ensures that a consistent, fair and equitable approach is applied to new, existing and potential facility users. The existing operational policy statement serves as a management tool but does not form part of the strategic policy framework set by Torbay Council, but supports the authority's vision of 'A healthy, happy and prosperous Torbay' and its Mission under the 'Pride in Place' and strategic theme.

3. Recommendation(s) / Proposed Decision

- 3.1 That the Operational Moorings Policy, as set out in Appendix 1 to this report, be approved.

Appendices

Appendix 1: Tor Bay Harbour Authority Operational Moorings Policy 2025/26

Background Documents

Operational Moorings Policy 2024/25 – See link to Tor Bay Harbour Authority website:

<https://www.tor-bay-harbour.co.uk/about/plans-policies/operational-moorings-and-facilities-policy/>

Supporting Information

1. Introduction

1.1

The Harbour Committee is required annually to approve the Tor Bay Harbour Authority's Operational Moorings Policy for the forthcoming year, 2025/26. The policy ensures that a consistent, fair and equitable approach is applied to new, existing and potential facility users.

2. Options under consideration

2.1 The Harbour Committee, on behalf of the Harbour Authority, are to annually review the Operational Moorings Policy. There are no changes in the 2025/26 version.

3. Financial Opportunities and Implications

3.1 With no changes to the Operational Moorings Policy, there are no additional implications to the future budget.

4. Legal Implications

4.1 There are no legal implications that arise from this report.

5. Engagement and Consultation

5.1 The two Harbour Liaison Forums were informed that no changes will be made to the Operational Moorings Policy at meetings held on 21 & 22 November 2024.

6. Procurement Implications

6.1 There are no procurement implications that arise from this report.

7. Protecting our naturally inspiring Bay and tackling Climate Change

7.1 Not applicable

8. Associated Risks

8.1 There is a **moderate** risk to the Harbour and Torbay Council if the policy is not approved, which could impact on reputational, financial and operational aspects of the Harbour.

9. Equality Impact Assessment

Protected characteristics under the Equality Act and groups with increased vulnerability	Data and insight	Equality considerations (including any adverse impacts)	Mitigation activities	Responsible department and timeframe for implementing mitigation activities
Age	<p>18 per cent of Torbay residents are under 18 years old.</p> <p>55 per cent of Torbay residents are aged between 18 to 64 years old.</p> <p>27 per cent of Torbay residents are aged 65 and older.</p>	<p>No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.</p>		
Carers	<p>At the time of the 2021 census there were 14,900 unpaid carers in Torbay. 5,185 of these provided 50 hours or more of care.</p>	<p>No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.</p>		
Disability	<p>In the 2021 Census, 23.8% of Torbay residents answered that their day-to-day activities were limited a little or a lot by a physical or mental health condition or illness.</p>	<p>No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.</p>		

Gender reassignment	In the 2021 Census, 0.4% of Torbay's community answered that their gender identity was not the same as their sex registered at birth. This proportion is similar to the Southwest and is lower than England.	No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		
Marriage and civil partnership	Of those Torbay residents aged 16 and over at the time of 2021 Census, 44.2% of people were married or in a registered civil partnership.	No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		
Pregnancy and maternity	Over the period 2010 to 2021, the rate of live births (as a proportion of females aged 15 to 44) has been slightly but significantly higher in Torbay (average of 63.7 per 1,000) than England (60.2) and the South West (58.4). There has been a notable fall in the numbers of live births since the middle of the last decade across all geographical areas.	No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		
Race	In the 2021 Census, 96.1% of Torbay residents described their ethnicity as white. This is a higher proportion than the South West and England. Black, Asian and minority ethnic individuals are more likely to live in areas of Torbay	No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		

	classified as being amongst the 20% most deprived areas in England.			
Religion and belief	64.8% of Torbay residents who stated that they have a religion in the 2021 census.	No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		
Sex	51.3% of Torbay's population are female and 48.7% are male	No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		
Sexual orientation	In the 2021 Census, 3.4% of those in Torbay aged over 16 identified their sexuality as either Lesbian, Gay, Bisexual or, used another term to describe their sexual orientation.	No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		
Armed Forces Community	In 2021, 3.8% of residents in England reported that they had previously served in the UK armed forces. In Torbay, 5.9 per cent of the population have previously served in the UK armed forces.	No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		
Additional considerations				

Socio-economic impacts (Including impacts on child poverty and deprivation)		No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		
Public Health impacts (Including impacts on the general health of the population of Torbay)		No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		
Human Rights impacts		No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		
Child Friendly	Torbay Council is a Child Friendly Council and all staff and Councillors are Corporate Parents and have a responsibility towards cared for and care experienced children and young people.	No specific direct benefits from the Harbour Operational Moorings Policy directly, although the Harbour is available to all, enhancing and supporting life standards, experience and opportunities for all.		

10. Cumulative Council Impact

10.1 None

11. Cumulative Community Impacts

11.1 None

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TOR BAY HARBOUR AUTHORITY

**OPERATIONAL MOORINGS AND FACILITIES
POLICY**

TOR BAY

HARBOUR

2025/2026

Version 1

Tor Bay Harbour Authority

Operational Moorings and Facilities Policy

Introduction

Tor Bay Harbour is a strategic asset of the Bay and of fundamental importance to the economic and cultural wellbeing of the area. Torbay Harbour Authority is the Statutory Harbour Authority which discharges the duties and responsibilities detailed in the Tor Bay Harbour Act 1970. This Act is in turn based upon the Harbours, Docks and Piers Clauses Act 1847, which confers certain powers upon the Harbour Master concerning management of the Harbour.

The provision and management of mooring facilities within Tor Bay is one of the Harbour Authority's core activities.

The purpose of this policy is to guide the management of the Harbour Authority whenever it takes decisions on issues relating to the provision of mooring or berthing facilities within Tor Bay. It also ensures that a consistent, fair and equitable approach is applied to new, existing and potential facility users in Tor Bay and upon the harbour estate. The policy does not form part of Torbay Council's strategic policy framework.

Every decision regarding mooring facilities will be based upon a number of factors, the principal factors being:

- Safety and efficiency.
- The requirements of safe navigation;
- Conservation of the environment.

This policy is not a legal document and the Harbour Authority reserves the right to exercise its absolute discretion over any decision and reserves the right to amend and or republish the conditions at any time.

Subject to the Council's Port Masterplan, nothing within this policy shall interfere with the Harbour Master's overall ability to allocate or regulate the number, location, size and type of facilities being used at any time within Tor Bay Harbour. It supplements the Tor Bay Harbour Act 1970 (and subsequent amending legislation), the associated harbour bye- laws, and the facility agreement conditions.

We have tried to include all situations and circumstances, however if an issue arises that has not been considered I will undertake to ensure that an open, fair and just resolution is sought.



Rob Parsons

Tor Bay Harbour Master & Head of Tor Bay Harbour Authority

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Definitions (extracts from the Tor Bay Harbour Act 1970 & Harbour Byelaws)

1. “Harbour” means the limits of Tor Bay Harbour as comprised in the areas in Part I and Part II in the Schedule of Byelaws. “Enclosed Harbours” means at Torquay the area of water enclosed by an imaginary line drawn from the western end of Haldon Pier to the south eastern end of Princess Pier; at Paignton the area of water enclosed by an imaginary line drawn from the eastern end of North Quay to the northern end of Eastern Quay; and at Brixham the area of water enclosed by the Breakwater, an imaginary line from the northern end of the Breakwater to Battery Point and the shore.
2. “Harbour Estate” means the piers, wharves, quays, jetties, stages, berths, slipways, roads, sheds, and other works and conveniences and the lands, buildings and property of every description and of whatever nature which are for the time being vested in or occupied by the Harbour Authority and used for the purpose of the Harbour undertaking.
3. “Harbour Master” means the Harbour Master appointed by the Council and includes his authorised deputies, assistants and any other person authorised by the Council to act in that capacity.
4. “Inner part of Brixham Enclosed Harbour” means the area of water enclosed by an imaginary line drawn from the eastern end of New Pier to Kings Quay.
5. “Quays” means any quay, wharf, jetty, dolphin, landing stage or structure used for berthing or mooring vessels, and includes any pier, bridge, roadway or footway immediately adjacent and affording access thereto adjoining the Enclosed Harbours.
6. “Master” when used in relation to any vessel, means any person having the command, charge or management of the vessel for the time being.
7. “Vessel” means every description of watercraft however propelled or moved including non-displacement craft and everything constructed or used to carry persons or goods by water.
8. “Council” means Torbay Council.
9. “Authority” means the Tor Bay Harbour Authority.
10. “Facility” means any mooring, berth, boat-park space, tender rack, locker, store etc.
11. “Facility holder” means the person or persons allocated the use of a facility subject to the conditions of use written on the appropriate Facility Agreement Form.
12. “Loss, injury or damage” means any loss, injury or damage, which may occur to any person, vessel, vehicle or their contents, or to any other goods or things.
13. “Facility Form Agreement and conditions” shown in Appendix 1.

Types of facility

- “Swinging Mooring” – a means to secure a vessel to a heavy ground chain on the seabed, via a single riser chain. The arrangement allows the vessel to move so that it will head into the wind or the tide – whichever is the stronger.
- “Trot Mooring” – a means to secure a vessel fore and aft via separate riser chains. This arrangement does not allow the craft to move freely with the wind/tide and this enables many more boats to be moored in the same area. The fore and aft element of the mooring is tied together, via a single pick-up buoy, even when the facility is unoccupied.
- “Pontoon Mooring” – a means to secure a vessel fore and aft alongside a pontoon or a ‘finger pontoon’ secured thereto. Some pontoons are connected to the shore and are known as “walk ashore” pontoons.
- “Running/Outhaul Moorings” - used to tether small craft (< 16ft) to a looped line running from the shore to a fixing, on a riser chain, secured to the harbour fundus. The boat can be pulled in and out using the running line.
- “Tender rack” are racks into which small and light craft may be stored on end. Tenders are to be used to transport to and from the parent vessel, not to be left unattended on chargeable areas
- “Kayak rack” are racks into which canoes or kayaks can be securely stored.
- “Boat Park Space” refers to an allocated quayside space for the dry storage of boats/dinghies on trolleys/trailers which are launched and/or recovered via a slipway.
- “Berthing” means tying up against a harbour wall or pontoon.

Facility Charges

All fees and charges can be found in the extant ‘Tor Bay Harbour Authority Schedule of Charges, Dues & Fees’.

Facilities Allocation

Private facilities are only available to council taxpayers who's main or principal residence is within the Devon area, unless otherwise stated within this policy or as agreed by the Harbour Master. Proof of such residence maybe be required.

Private Facilities (Non-Commercial) Waiting Lists

A non-commercial mooring or facility can only be offered and allocated to the person whose name is next on the appropriate waiting list subject to the priority definitions below. A non-refundable registration fee is required to join a waiting list. Lists will be closed if they are over-subscribed, to prevent unduly lengthy waiting time for a facility. Waiting list procedures can be found in Appendix 2. **Under normal circumstances the applicant will only be given two offers of a facility**, all subsequent offers will only be made in exceptional circumstances. **Any applicants that decline two offers of a harbour facility will have their name removed from waiting lists.**

Torquay Town Dock Allocation Restrictions

The Torquay Town Dock waiting lists names will only be accepted from those with a primary address in the TQ1 to TQ5 postcode areas, on a first come first served basis, to be confirmed by a check of Council Tax records and/or Electoral Register information. Town Dock and Torquay Inner Dock Pontoon berths will only be allocated to people outside the TQ1 to TQ5 postcode areas but within Devon if no waiting list exists or at the Harbour Master's Discretion.

Mooring Exchange Scheme - Torquay Town & Inner Dock

Customers with existing 6 metre, 8 metre, 9.14 metre and 10 metre berths on the Town Dock or Inner Dock at Torquay, may be able to exchange their facility for an alternative sized berth. Further details including eligibility criteria can be found in Appendix 3.

Commercial Moorings Waiting Lists

Waiting lists exist for a number of specified commercial moorings. Currently these can be split into specific numbers of facilities for passenger carrying craft and other moorings identified for commercial craft such as fishing vessels. To avoid over-capacity the Council has an established policy to restrict the number of annual moorings/berths for passenger carrying craft at each of the enclosed harbours. Restrictions also exist to limit the number of commercial and fishing vessel moorings at Torquay and Paignton harbours. These restrictions will be managed by the Harbour Master. This policy allows the transfer of use of a commercial mooring facility to the new owner of a commercial boat. i.e. where a commercial boat ceases to operate at any Harbour and the operator sells his/her business, the Harbour Master may transfer the mooring facilities to the new owner. This mooring transfer does not apply to all commercial moorings but would normally apply if the owner has already received the benefit of this transfer policy. A specific number of fishing vessel moorings exist at Torquay and Paignton harbours.

Entry onto a commercial moorings waiting list requires a non-refundable registration fee.

Given the obvious demand for this type of mooring and the significant contribution made by passenger carrying boats to the English Riviera tourism product, the Harbour Authority will operate a "use it or lose it" policy. If a commercial or passenger boat owner does not put a vessel on the allocated mooring facility for two consecutive years, or in the view of the Harbour Master the commercial vessel is only infrequently and irregularly operated, the mooring facility will be allocated to the next appropriate applicant on the waiting list. In this context, a commercial vessel operated for fewer than 10 days in a year would be considered to be infrequently or irregularly operated.

Facilities for Heritage Vessels

A limited number of 'Heritage' vessels are permitted, with the Harbour Master's consent, to berth on the Town Pontoon in Brixham Harbour, provided they have alternative bad weather mooring facilities within the harbour. The Council's agreed criteria against which vessels could be measured for inclusion within the "fleet" of heritage boats based at Brixham Harbour is as follows :-

"that a heritage boat in Torbay be defined as a vessel which is British built, 40 feet or more in length and built prior to 31st December 1935 and that, at the absolute

discretion of the Council, is considered to have an historical relevance to Tor Bay and its operation and general activity is considered to be beneficial to the local community; and that compliance with the approved definition of a heritage boat should form the basic criteria against which vessels can be measured for inclusion within the “fleet”.

Boat Park Spaces

Certain boat park spaces contain racking to permit more than one vessel to be stored in a single space. Racks provided by the Harbour Authority will be charged per rack in accordance with the extant ‘Tor Bay Harbour Authority Schedule of Charges, Dues & Fees’. Recognised Youth Groups may apply to the Harbour Master for approval to erect their own racking and in these circumstances, if consent is granted; the charges will only apply to the quay space occupied by the racking.

Duration of Facility Agreement

These run for a maximum of 12 months commencing on the 1st of April and expiring on the 31st March of the following year. However, vacancies that arise after 1st April will be filled from the waiting list and run from the acceptance date up to the 31st March. The Harbour Master reserves the right to determine whether to renew an allocated facility and will review such allocation on an annual basis.

The Harbour Master may at any time designate to the facility holder an alternative location for such a facility, whereupon the applicant will move their vessel and/or any other possessions or chattels from the previous location to the appointed new location for such a facility forthwith.

Facility Renewals

At the beginning of each calendar year the Harbour Authority may invite existing facility holders to retain their facility(ies) via a rolling annual invoice contract detailing the appropriate fees and charges. Facilities that are not retained will be allocated to the next person on the appropriate waiting list.

Note that existing holders may not be invited to renew their facility if they:

- have failed to comply with harbour regulations
- have been abusive towards harbour staff
- have required repeated chasing for payment
- owe the Council or the Harbour Authority outstanding debts
- If the vessel is in a poor state of repair and therefore deemed injurious
- Insurance documents not provided upon request
- A discretionary facility being discontinued

Cancellation of Facility Form Agreement

The facility holder may request that their Facility Form Agreement is cancelled by giving 1 month written notice to the Council. If there are no monies outstanding when the request is received then the facility will be withdrawn immediately. However some customers (especially those who elect to pay by Direct Debit) may still owe money and will not have their request accepted until this money has been paid and the facility has been re-allocated. However, the fee already paid may be retained by the Council where no latent demand exists. If the annual facility agreement is not cancelled prior

to April 1st, it will be assumed that the customer wishes to continue with the facility and the customer will be liable for the annual facility fees and charges.

The Council may terminate the Facility Form Agreement at any time by giving 1 months' notice in writing to the facility holders last known address. For the avoidance of doubt, the Harbour Master has delegated authority to terminate Facility Form Agreements on behalf of the Council. **A facility may be terminated and/or not renewed for a number of reasons and these may include but are not limited to; bad debt, failure to comply with harbour regulations, abuse towards harbour staff, injurious vessel, proof of insurance not provided and a discretionary facility being discontinued.**

Risk, Liability, Insurance Requirements and Recommendations **(Facility Agreement Conditions 1, 2, 3, 4 & 5)**

All reasonable care will be taken of the facility holder's property but whilst precautions will be taken to prevent loss and/or damage all vessels are berthed, moored, launched, moved and hauled out at the risk of the applicant. The applicant is therefore required to make sure that his/her vessel and property are adequately insured against all risks. Insurances shall be maintained and evidence that the vessel is insured shall be provided to Tor Bay Harbour upon request. Vessels found to be without insurances may have an allocated berth cancelled.

If the vessel sinks at the mooring or within the harbour limits it will have to be recovered and removed from the harbour by the vessel's owner. Failure to remove such a vessel from the harbour in such a period as shall be specified by the Harbour Master in his absolute discretion (including immediate notice) will result in the Council recovering and removing the vessel and the appropriate charges being made. Such charges shall be a debt due from the Facility Form Agreement holder to the Authority. It is therefore strongly recommended that your insurance policy includes a 'wreck removal' clause.

The facility holder shall indemnify the Council, their servants and agents against all actions, claims, costs and demands in respect of any injury or death of any person and any damage to any property which may arise out of the applicant's occupation and use of the harbour facilities including slipways, steps, jetties and staging and for this purpose shall maintain a Public Liability policy against such risks. Failure to maintain the appropriate insurance cover, evidence to be provided upon request by Tor Bay Harbour Authority, will result in the withdrawal of the mooring, launching and other facilities.

All facility holders using any part of the harbour facilities including slipways, steps, jetties and staging, for whatever purpose in connection with this application and whether by the Council's invitation or not, are expected to have due regard for their own safety and do so at their own risk.

The facility holder shall at all times be responsible for the safety of his/her vessel and shall be liable for any damage occasioned to the Council's property, howsoever caused, during the navigation of any vessel by the applicant or his/her servant or agents, or whilst the applicant's vessel is berthed, moored, or launched, or by the vessel slipping her berth, mooring or being cast adrift and will pay to the Council on demand any claim for reasonable compensation in respect of such damage.

The Council's Harbour Master and other authorised officers and servants, whilst acting in the course of their duty, shall not be responsible for any loss or damage which may occur as a result of compliance, or attempted compliance, with any lawful order or directions given by the Harbour Master, or such other officers or servants, nor shall the Council be liable for any loss or damage arising out of compliance, or attempted compliance, with the officers' lawful orders. The Council, its servants, agents or employees shall not be liable for injury to any person, except where such injury arises through the negligence of the Council.

This section applies equally to visitors and temporary users of the harbour and harbour estate, whether using a vessel, vehicle or trailer.

Vessels Injurious to the Amenity of the Harbour (see Section 23 – Tor Bay Harbour Act 1970)

If at any time the Harbour Authority are satisfied that a derelict vessel or structure moored in or lying in the water or on the foreshore of the harbour is in such a condition as to be seriously injurious to the amenity of that part of the harbour in which it is moored or lying, the Harbour Authority may by notice require the owner thereof within such time as may be specified in the notice (the period being not less than six weeks) to take such steps as may be necessary to abate the injury to amenity. A vessel may be considered to be injurious to the amenity of the harbour if it is badly dilapidated, seriously unkempt, unseaworthy and/or in danger of sinking, etc.)

For the avoidance of doubt, the Harbour Master is empowered, on behalf of the Harbour Authority, to determine whether a vessel is seriously injurious to the amenity of the harbour.

Failure to comply with such a notice issued by the Harbour Authority may result in the necessary action being taken directly by the Harbour Authority.

Prohibition on Assignment/Sub Letting of Facilities (Facility Agreement Conditions 12)

The facility is personal to facility holder and may not be shared, assigned, transferred, sub-let or otherwise used or made available to anyone other than the facility holder. In the event that it is discovered that a facility holder is sub-letting the facility will be withdrawn with immediate effect. (This includes the renting of beds/berths on board vessels whilst using harbour facilities. e.g. via websites such as www.bedsonboard.com and www.airbnb.co.uk)

The facility granted may not be loaned without prior notification to, and agreement of the Harbour Master in writing. Written notification must also be provided to the Harbour Master from both parties to the loan. If the Harbour Master's consent is obtained in no circumstances will this be given for a period greater than 12 months. In agreed loan circumstances the owner of the vessel borrowing the facility must confirm that he holds the necessary required insurance, confirm acceptance of all conditions and Byelaws and be liable for the appropriate level of harbour dues.

Any individual boat owner will only be permitted to borrow a facility for two consecutive years, assuming that two separate facility holders and the Harbour Master are

agreeable to such an arrangement. i.e. the maximum stay without a properly allocated facility is 24 months.

Size of Vessel

(Facility Agreement Conditions 17)

No vessel shall be placed on a facility of a different size than applied for. The facility is allocated according to the size of the vessel and the facility holder must not increase the size of his/her boat without ascertaining whether or not there is a suitable alternative mooring space available. The facility holder may lose the mooring without being offered a replacement. A vessel will be charged based on overall length, which includes any bowsprit, pushpit, stern davit, bathing platform, outboard engine, bumpkin or any other extension, etc. etc.

Inheritance

The facility granted will be for one vessel only and is not transferable. Where a member of a family wishes to continue using the facility after the death or incapacity of the existing holder he/she must join the appropriate waiting list. The use of harbour facilities cannot be inherited other than by a legitimate 'partner' who meets the requirements of a partnership arrangement as set out elsewhere within this document.

Vessel Identification

(Byelaw 35)

All boats, trailers and tenders used within the harbour must have their names and current Harbour Authority plaques displayed to the satisfaction of the Harbour Master. The facility holder should also ensure that the name of the vessel or mooring number is clearly displayed on any mooring buoy not provided by the Council.

Change of Vessel

(Byelaw 33)

In the event of the facility holder selling or otherwise disposing of the vessel authorised to use the facility, the parties to the change shall ensure that immediate written notification is given to the Harbour Master

Vessel Not On Facility

If the facility holder does not have his/her own vessel on the authorised facility for a period of one year then the facility will be forfeit and reassigned from the waiting list.

Partnerships

Partnerships must have been registered with the Harbour Authority when the facility was first allocated. Any subsequent changes of ownership or partnership buy out **will not be recognised** or count towards facility allocation. The Harbour Authority will not recognise shared ownership beyond one third. i.e. a maximum of three partners inclusive of the applicant. All partners must be over the age of 18 and meet the local residence requirements detailed in this policy with regard to facility allocation priority.

Use of Facilities

Facilities must only be used for the purposes stated in the original application. Vessels using facilities must not be used for residential purposes. i.e. no living on board is permitted and boats must not serve as the sole or main residence of any individual or group. Customers are not expected to sleep on board their craft, whilst

berthed in the harbour, unless that vessel has a suitable manufacturers' holding tank for grey water and sewage. Facilities will be withdrawn from those customers who regularly breach this expectation. Customers are not permitted to rent any beds/berths on board their vessels. e.g. via websites such as www.bedsonboard.com and www.airbnb.co.uk. Such activity will be seen as sub-letting and facilities will be withdrawn from those customers who breach this condition.

The right to berth a vessel on a facility relates to a particular user and vessel. Tor Bay Harbour reserves the right to cancel an offer of berth if on inspection of the vessel it is considered unsuitable for berthing on the facility because of its dimensions, weight, method of construction, state of repair, type of fendering or other reason.

The Harbour Master may at any time berth a suitably sized vessel on any vacant mooring should the need arise. In these circumstances the berth holder will be notified and the berth will be made available when required by the berth holder.

Privately owned vessels paying harbour charges as private craft must not operate their craft on a commercial basis. The number of available commercial moorings is restricted under this policy (please refer to the 'Facilities Allocation' section in this document under the heading 'Commercial Moorings – Waiting List'). Consequently any owner who changes the use of their craft from a private vessel to a commercial vessel (either by conversion or replacement) will have their facility agreement terminated.

Privately owned fenders **must not** be fixed to harbour authority property (other than by rope) without the prior consent of the harbour authority. Installation of owner's 'dock fenders' will normally be permitted, subject to prior approval. Any fixing that requires drilling into steel, stone or concrete **must be undertaken** by harbour authority staff.

Privately owned 'dock boxes' **must not** be fixed to harbour authority property without the prior consent of the harbour authority and a charge may be applicable.

The use of power cables on pontoons is permitted provided the cable is within a protective cover to prevent a trip hazard and is not seen as a permanent connection. Any cables presenting a hazard of any nature will be removed and the credit on the meter will be cleared. Cable covers are available from the Harbour Office.

Abandoned Vessels and Property

Tor Bay Harbour shall have the power to remove and dispose of or sell vessels and property with reasonable notice given to the owner (to be determined on a case-by-case basis by the Harbour Master). If the owner is not known then Tor Bay Harbour can remove and dispose or sell the vessel or property after leaving written notice on the vessel or property for a reasonable period of time.

Fuel and Refuelling

No fuel or combustible material is permitted to be kept on or within the allocated facility save in authorised storage tanks and containers.

Other than for small outboard engines, no petrol refuelling from cans or containers is permitted on the harbour side, pontoons, steps, slipways, or moorings. Petrol refuelling is permitted at a licensed marine fuel station or when using an approved siphoning/pumping device agreed specifically with the Harbour Master or at Paignton Harbour from cans onto moored vessels when the harbour has dried.

Any fuel spillage must be reported to the Harbour Master

Pollution

(Byelaw 91 and Byelaw 102)

Facility holders must not pollute the harbour by spillage, dumping of waste, effluent, human waste, detergent and/or fuel or otherwise deposit refuse or scrap on the harbour estate, in the waters of the harbour or on the harbour bed.

Fitting of Moorings

(Facility Agreement Condition 16)

Any swivel, riser chain, mooring rope or buoy, not provided by the Council, shall comply with the Council's specification in that behalf and shall only be fitted by a person licensed by the Council to do such work or by the facility holder personally in respect of his/her allocated mooring. The Facility Holder shall as soon as any swivel, riser chain, mooring rope or buoy has become fitted, immediately notify the Harbour Master of the fact. The applicant shall also arrange for regular inspection and maintenance of such equipment not provided by the Council.

Buoyant Rope

(Byelaw 98)

No person shall within any enclosed Harbour use buoyant pick-up ropes on moorings.

Removal of Moorings

(Byelaw 100)

A mooring, buoy or similar tackle shall as soon as reasonably practicable be removed by its owner or any other person claiming possession of it if the Harbour Master so directs.

Vessel Monitoring

All vessels should be monitored by the owner or owner's agent, on a regular basis, particularly during periods of bad weather.

Propeller Covers

(Facility Agreement Conditions 22)

When moored outboard engines in the raised or tilted position must have the propeller and skeg covered with a plastic bucket or other approved protective cover in order to prevent damage to other boats.

Provision of Proper Fenders

(Byelaw 46)

The facility holder shall ensure that his/her vessel is provided with a sufficient number of fenders adequate for the size of the vessel, and when berthing or leaving, or lying at a quay or against other vessels, the master shall cause the vessel to be fendered off from that quay or those other vessels so as to prevent damage to that quay, those other vessels or other property

Mooring, Berthing, Anchoring in the Harbour

No vessel shall deploy their anchor within the confines of Torquay, Paignton or Brixham unless in an emergency. If any anchor is deployed the Harbour Master or designated Harbour officer is to be contacted.

Vessels to be Moored Etc as Directed

Masters of vessels in the harbour shall moor, anchor, berth and/or cease to moor, berth or anchor and be moved in accordance with directions given from time to time by the Harbour Master.

Vessels not to Anchor in a Fairway

(Byelaws 11 & 18)

No person shall anchor so as to obstruct a fairway.

Vessels not to be Made Fast to Unauthorised Objects, Navigational Buoys or Seasonal 5 Knot Buoys

(Byelaws 13 & 50)

The master of a vessel shall not make fast his/her vessel to or lie against any buoy, beacon or mark used for navigation. No person shall make a vessel fast to or interfere with any post, quay, ring, fender or any other thing or place not assigned for that purpose.

Vessels not to Obstruct Free Passage

The master of a vessel shall not cause or permit the vessel to manoeuvre, come to anchor or be moored or placed so as to intentionally obstruct in any manner whatsoever the passage of vessels in the harbour.

Vessels to be Properly Secured

No vessel shall be insecurely moored or improperly made fast within the harbour.

Vessels not to Obstruct Steps, Slipways

(Byelaw 26)

No person shall allow any vessel to obstruct any pontoons, steps or slipways or to lie at any pontoon's steps or slipways without the permission of the Harbour Master.

Reckless Conduct and Disorderly Behaviour

The facility holder shall not use the mooring facility in a reckless manner so as to cause danger to other users of the Harbour or damage to their property.

The facility holder (including any persons on board a vessel on the harbour facility) shall not cause unreasonable noise, nuisance or annoyance to other users of the Harbour.

Compliance with Statute, Byelaws and Directions of the Harbour Master

The facility holder and all persons having control or having charge of or being aboard his/her vessel shall observe and perform all statutory and other obligations relating to the Harbour including all Byelaws and Regulations made by the Council and Directions given by the Harbour Master.

In the event of the holder of the Facility Form Agreement, or their staff or crew failing to comply with the conditions of the Facility Form Agreement the Council may give

notice to remove the vessel. Should this notice not be complied with or the conditions of the Facility Form Agreement not met within fourteen days of the sending of the notice to the last known address of the facility holder the Authority may remove the vessel to any place where so ever. The facility holder shall pay the cost of such removal, storage, mooring or berthing and subsequent replacement to the Authority. Such charges shall be a debt due from the facility holder to the Authority.

Disabled Access

The Harbour Authority provide a range of moorings and other facilities, which by their very nature, have various forms of access. Consideration has been given to providing facilities for disabled persons, wherever this is reasonably practicable, in accordance with the Disability Discrimination Act 1995/2005 (DDA). The Harbour Authority is obliged to make such adjustments as is reasonable to prevent disabled persons from being placed at a substantial disadvantage when compared to others.

Anyone who has a disability should assess the most suitable facility that meets their needs and if necessary join the relevant waiting list. The Harbour Authority staff can provide advice to anyone who is uncertain about which facility would be the most appropriate.

Young People

Young people are encouraged to use the harbour facilities and in certain circumstances they will be eligible for a 50% discount on applicable harbour charges. Please see the current 'Tor Bay Harbour Authority Schedule of Charges, Dues & Fees' for details. Unfortunately it is not lawful for the Harbour Authority to enter into a contract with a minor (under 18 years of age) and the facility form agreement will therefore be in the name of a responsible adult. Please note that this discount is discretionary.

Visitor Moorings

To avoid the abuse of visitor moorings by local vessels, all craft using visitor mooring facilities are normally restricted to a maximum stay of three weeks (21 days) with no return within one week (7 days).

Appendix 1

GENERAL CONDITIONS - TOR BAY HARBOUR.

DUES, TOLLS, LEVY RENTS, FEES AND OTHER CHARGES ARE ACCEPTED ONLY ON THE FOLLOWING CONDITIONS:

Definition: The phrases ‘loss, loss of, damage, injury or death’ in these conditions shall mean any loss and / or loss of and / or damage and / or injury and / or death, which may occur to any vessel, vehicle, property or any person(s). Words denoting the singular and plural shall be interchangeable.

1. The Council will not be responsible for any loss and / or damage as occasioned to the applicant’s vessel and / or property in the course of berthing, mooring, launching, moving or hauling out, unless as a direct consequence of the Council’s negligence.
2. The applicant is required to possess “all risks” insurance for their vessel, which must include adequate third-party liability cover and evidence that the vessel is so insured shall be provided by Tor Bay Harbour upon request.
3. The applicant shall indemnify the Council, their servants and / or agents where they are at fault for any injury and / or death of any person(s) and / or any loss of or damage to any property, which may arise out of the applicant’s occupation or use of the harbour facilities.
4. All applicants using the harbour facilities, including but not limited to slipways, steps, jetties, pontoons and staging, for whatever purpose and whether or not by the Council’s invitation, are expected to have due regard for their own safety and utilise the facilities entirely at their own risk, unless negligence can be proven against the Council.
5. The applicant shall at all times be responsible for the safety of their vessel and shall be liable for any loss of and / or damage as occasioned to the Council’s and / or any third party’s property and / or injury to and / or death of any person(s), howsoever caused, during the navigation of any vessel by the applicant or their servant or agents, or including but not limited to, whilst the applicant’s vessel is being berthed, moored, launched, being slipped, being cast adrift or being worked upon and will indemnify the Council on demand any claim for compensation in respect of any such loss.
6. The Council’s Harbour Master and / or other authorised officers and / or servants, whilst acting in the course of their duty, shall not be responsible for any loss of or damage and / or injury and / or death which may occur as a result of or arising from compliance, or attempted compliance, with any lawful order or directions given by the Harbour Master, and / or such other officers and / or servants and / or agents, unless negligence can be proven against the Council.
7. The lawful orders and / or directions of the Council’s Harbour Master and other authorised officers must always be obeyed promptly and at all times.

8. The Council may terminate this agreement at any time during the contract period, by giving one month's notice in writing to the applicant, at their last known address.
9. Following the termination of this agreement, the applicant shall forthwith remove their vessel and / or any other possessions from the Council's property.
10. The Council will, upon receipt of payment in accordance with this account, allocate a facility to the applicant as described in this account in a location in Tor Bay Harbour determined at the sole discretion of the Harbour Master and the Harbour Master may at any time re-designate the applicant to an alternative location for such a facility, whereupon the applicant will be required to move their vessel and / or any other possessions from the previous location to the appointed new location within a reasonable time period.
11. This facility as provided to the applicant is on the basis that the applicant agrees it will not be **shared, assigned, transferred, sublicensed or sub-let** or otherwise used by or made available to anyone other than the applicant, unless with the prior written consent of the Harbour Master.
12. The facility as provided to the applicant shall not be used other than for the purpose described in the Schedule of Charges, Dues & Fees.
13. Details of the breakdown of mooring fees and dues are shown in the Schedule of Charges, Dues & Fees.
14. The Council has the right to exercise a general lien upon any vessel, and / or gear and / or equipment and / or property, whilst in or upon the harbour premises, or afloat, until such time as the monies due to the Council from the applicant in respect of such vessel and / or gear and / or equipment and / or property, whether on account of storage, mooring, berthing, slipping charges or otherwise, shall have been paid. Should these charges remain unpaid, the Council reserves the right to dispose of the applicant's vessel and / or gear and / or equipment and / or property and pay to the applicant the funds net of any charges as due.
15. The applicant shall also arrange for regular inspection(s) and maintenance of such mooring equipment.
16. The applicant shall not place a vessel on a mooring prescribed in the mooring scheme as prepared by the Council, which is of a different size than that for which the application was made, unless with the prior written consent of the Harbour Master.
17. The applicant must also ensure that the name of the vessel or a mooring number is clearly displayed on any mooring buoy not provided by the Council.
18. Any mooring position and type shall be subject to the Harbour Master's prior approval. Failure to obtain such approval will result in the vessel being moved

at the owner(s) expense, to a suitable location and the latter shall be at the sole discretion of the Harbour Master.

19. No attachment whatsoever is to be affixed to the mooring chain provided by the Council, without the prior approval of the Harbour Master.
20. Outboard engines must be in a raised position when vessel(s) are moored and have the propeller and skeg covered with a plastic bucket or other approved protective cover, in order to prevent damage to other boats.
21. The storage of petroleum spirit and / or flammable substances and / or toxic chemicals and / or corrosive substances and / or noxious substances in storage lockers, is strictly prohibited.

Failure to comply with any of these terms and conditions will result in the owner being required to remove their vessel and / or gear and / or equipment and / or property from the Council's property. The Council retains the right to remove such items, should the applicant not do so, at the applicant's expense. If any part of these terms and conditions shall be held to be illegal, invalid or unenforceable this will in no way affect the validity of the remaining parts of these Terms and Conditions.

Enquires, Arrangements to Pay & Failure to Pay

If you wish to speak to someone concerning this invoice or are unable to make payment in full please telephone the Harbour Office as detailed on the front of this invoice. If you fail to pay or arrange a monthly direct debit plan within 28 days and do not contact the Harbour Office, legal proceedings may be commenced, and the Council will claim a penalty for evading payment of charges equal to the debt due – See Section 30 of the Tor Bay Harbour Act 1970. If you are experiencing financial difficulties, please contact your nearest Citizens Advice Bureau who offer free independent advice, or telephone the National Debtline on Freephone 0808 808 4000.

Fair Processing Notice

Torbay Council processes data in accordance with the General Data Protection Regulation (GDPR) and Data Protection Act 2018. We will only use your data for the purpose in which it was collected or for the purposes of ensuring that the information held on our systems is correct. It may be shared with third parties for the prevention and detection of crime/fraud or other applicable legislation. If you would like further details on how Torbay Council processes your data please go to the Data Protection pages at www.torbay.gov.uk/council/information-and-data/data-protection.

Appendix 2

WAITING LISTS

TOR BAY HARBOUR

WAITING LIST PROCEDURE

- 1) The waiting list registration fee is **£25** for private berths and £50 for commercial berths. On receipt of the appropriate fee, your name will be placed on the relevant list.
- 2) The waiting list entry will be dated the same day the fee is received.
- 3) The registration fee is **NOT REFUNDABLE OR TRANSFERABLE**.
- 4) Under normal circumstances the applicant will only be given two offers of a facility. A third offer will only be made in exceptional circumstances. All applicants will have their name removed from the list if they have declined two offers of a harbour facility.
- 5) When a facility is offered and accepted, it can only be allocated to the person whose name is on the waiting list. The facility is **NOT TRANSFERABLE**.
- 6) When a facility is offered and accepted and no boat is immediately available, then the applicant **must pay the full fee** for the size of facility applied for, and then has twelve months to place their craft on the facility.
- 7) Often a waiting list will be banded dependent on the size of the facility. It is therefore important that applicants are certain about the size of facility required. The length entered on the waiting list form will not be adjusted up at a later date and an adjustment down in size may result in a transfer to a new list with a new entry date.
- 8) Applicants who live locally will be given priority over those applicants who live outside the Torbay area. (see the Tor Bay Harbour Operational Moorings and Facility Policy)
- 9) Unfortunately applicants who have a disability do not have priority over other people on the waiting list.
- 10) From time-to-time applicants will be asked to provide written confirmation of their wish to stay on a particular waiting list. The applicant's details will be deleted from our records if written confirmation is **not** provided.
- 11) It is the applicant's responsibility to keep us advised of any change in the applicant's details, especially any **change of address**.
- 12) The terms and conditions of use of any facility are shown on the reverse side of any invoice/facility form agreement and are also found within the Tor Bay Harbour Operational Moorings and Facility Policy.

13) Partnerships must have been registered with the Harbour Authority when the facility was first allocated. Any subsequent changes of ownership or partnership buyout **will not be recognised** or count towards facility allocation. The Harbour Authority will not recognise shared ownership beyond one third. i.e., a maximum of three partners inclusive of the applicant. All partners must be over the age of 18 and meet the local residence requirements detailed in this policy with regard to facility allocation priority.

Note

Torquay Town Dock & Inner Dock pontoons Priority

The Town Dock waiting lists names will only be accepted from those people with a primary address in the TQ1 to TQ5 postcode areas, on a first come first served basis, to be confirmed by a check of Council Tax records and/or Electoral Register information. Town Dock and Torquay Inner Dock Pontoon berths will only be allocated to people outside the TQ1 to TQ5 postcode areas but within Devon if no waiting list exists.

Appendix 3

Mooring Exchange Scheme - Torquay Town Dock & Inner Dock

Customers with existing berths on the Town Dock or Inner Dock may be able to exchange their facility for an alternative sized berth within the facility area currently berthed in e.g., Town Dock 6m exchanged to Town Dock 8m with prior agreement from the Harbour Master.

Customers may be eligible to exchange their allocated berth, so long as they fulfil the following conditions of exchange.

The 12 metre berths will not feature in this scheme.

Exchanged vessels must be of a length appropriate for the alternative sized berth requested.

Original Partnerships recognised during first allotment will remain exactly the same and cannot be added to.

Exchanges may only occur when 'pairs' are authorised by the Harbour Master. Customers will be notified when an exchange can be made, followed by any account for adjustment.

Requests for exchanges will be treated on a first come first served basis, and each exchange will be appraised by the Harbour Authority to ensure correct use of facility and compatibility of vessels features.

An administration charge of £50 will apply per applicant and will feature in the account adjustment, when the exchange has taken place.

The decision to approve or decline an exchange request will be based, among other things, on maximising income for the harbour authority and will be at the Harbour Master's complete discretion.

Step 1

Complete form for existing berth to *move from*

Step 2

Enter details of preferred facility to *move to* – e.g. 6m 8m 9.14m or 10m

Step 3

Submit form and wait until a suitable 'pair' is made, then await acknowledgement and further details from the Harbour Office.

Step 4

Move your boat as directed by the Harbour Authority, then pay the balance or receive a refund for the new facility (subject to the inclusion of the administration charge).

The Harbour Authority will reserve any right to withhold an 'exchange' especially if customers have found to have been sub-letting, not conforming to the local TQ1-5 post code restriction or have a history of late payment.

Mooring Exchange Scheme – Application

(TOWN DOCK & INNER DOCK ONLY)

TOR BAY --- HARBOUR

Name:

Boat Name:

LOA

Facility Pontoon..... Number.....

I wish to move to a :- (circle)

6m 8m 9.14m 10m berth.

Signature

Date

Please return completed form to the Harbour Office