

Friday, 17 March 2023

HARBOUR COMMITTEE

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

Monday, 27 March 2023

commencing at **5.30 pm**

The meeting will be held in the Meadfoot Room, Town Hall, Castle Circus,
Torquay, TQ1 3DR

Members of the Committee

Councillor

Councillor Amil
Councillor Barrand
Councillor Brooks
Councillor Carter

Councillor Dudley
Councillor Ellery
Councillor O'Dwyer
Councillor Mills

External Advisors

Mr Day and Mr Young

Together Torbay will thrive

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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 4 - 7)
To confirm as a correct record the Minutes of the meeting of the Committee held on 14 December 2022.
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. **Port Marine Safety Code**
For Members to note the latest accident statistics for the Harbour Authority's operational area.
6. **Review of HM Powers** (Pages 8 - 9)
7. **Operational Moorings Policy 2023** (Pages 10 - 32)
8. **Budget Monitoring 2022/2023** (Pages 33 - 34)
9. **Asset Management Plan** (Pages 35 - 37)
10. **Committee Work Programme**

11. Exclusion of the Press and Public

To consider passing a resolution to exclude the press and public from the meeting prior to consideration of the following item on the agenda on the grounds that exempt information (as defined by the Local Government (Access to Information) Act, 1985) is likely to be disclosed.

Meeting Attendance

Please note that whilst the Council is no longer implementing Covid-19 secure arrangements attendees are encouraged to sit with space in between other people. Windows will be kept open to ensure good ventilation and therefore attendees are recommended to wear suitable clothing.

If you have symptoms, including runny nose, sore throat, fever, new continuous cough and loss of taste and smell please do not come to the meeting.

Minutes of the Harbour Committee

14 December 2022

-: Present :-

Councillor Amil (Chairman)

Councillors Brooks, Carter, Dudley (Vice-Chair), Ellery, O'Dwyer and Mills

External Advisor:

Mark Day

15. Apologies

An apology for absence was received from Barry Young (non-voting External Advisor).

16. Minutes

The Minutes of the meeting of the Committee held on 26 September 2022 were confirmed as a correct record and signed by the Chairman.

17. Port Marine Safety Code

17.1 Tor Bay Harbour Master Update - Port Marine Safety Code

The Tor Bay Harbour Master provided a verbal update on the latest safety initiatives that had been undertaken across the Harbour Authority's operational area. The Committee was reminded that as Duty Holder they had individual and collective responsibility for the Port Marine Safety Code.

Members discussed safety issues in connection with memorial benches and the lack of Policy on placement, repairs and maintenance of these benches within the Harbour Estate.

Resolved (unanimously):

That the Tor Bay Harbour Master be recommended to work with the Director of Pride in Place to develop a Policy on the placement and maintenance of memorial benches on the Harbour Estate having regard to the overall Council Policy on memorial benches and that the Policy be presented to the Harbour Committee for consideration prior to adoption.

17.2 Internal Audit Report - Port Marine Safety Code 2022-23

The Harbour Committee noted the Internal Audit Report on the Port Marine Safety Code for 2022/2023. The Tor Bay Harbour Master suggested improvements to the future audit process for the Harbour Estate and whilst acknowledging the Internal Audit opinion that the Harbour Authority was compliant with the requirements of the Port Marine Safety Code he noted there were still many improvements required, particularly around the use of agency security staff who were not qualified maritime professionals being responsible for the Harbour Estate in the absence of the Harbour Master(s). The Tor Bay Harbour Master informed Members that he would be reviewing and addressing the issues raised in the resulting action plan.

Resolved (unanimously):

1. that the Committee is not satisfied that agency security staff who are not qualified maritime professionals are left responsible for the Harbour Estate in the absence of the Harbour Master(s) and recommends that the Tor Bay Harbour Master reviews this and puts in place appropriate measures to address this by either arranging suitable training or replacing them with suitably qualified professionals as a matter of urgency;
2. that the Tor Bay Harbour Master be recommended to ensure that the arrangements for auditing the Harbours is improved by the Tor Bay Harbour Master carrying out the internal audit with a qualified Harbour Master from another authority providing professional external audit challenge to ensure robust challenge of the operation of the Tor Bay Harbour Estate; and
3. that the Harbour Committee receive quarterly updates on the action plan resulting from the Internal Audit of the Port Marine Safety Code in their role as Duty Holder.

18. Tor Bay Harbour Budget Monitoring 2022-23

Members considered a report which provided an update on the overall budgetary position for Tor Bay Harbour Authority as at September 2021 compared against the budget approved on 6 December 2021. It was noted that the original budget reflected the Harbour Committee's wish for a reduction in the annual contribution to the General Fund of £135,000 and the budget approved by Council on 6 March 2022 limited this reduction to £100,000.

The Committee acknowledged the pressures on the Harbour Budget and were particularly concerned that the level of reserves was below the recommended levels. At their meeting on 26 September 2022, they had recommended:

“That the Cabinet be requested to review the Harbour Reserve Fund to ensure that it is set at an appropriate minimum contingency level and make appropriate recommendations to the Council and the Director of Finance.”

The Chairwoman advised that she had written to the Leader of the Council he had verbally advised that the Cabinet would consider this as part of the budget setting process for 2023/2024 but gave no assurance as to any changes and did not provide a formal written response. The Harbour Committee raised concern as to the lack of formal response from the Cabinet to their recommendation and the impact that this was having on the safe and compliant operation of the Harbour Estate.

The Harbour Committee noted:

- i. the amended outturn projections and adjustments to the Reserve Fund (set out at Appendix 1 to the submitted report);
- ii. the low level of the harbour reserves in 2022 (below the Committee's recommended level);
- iii. the Head of Tor Bay Harbour Authority's' use of delegated powers to make decisions in relation to the harbour budget; and
- iv. the Harbour Master's use of delegated powers to waive certain harbour charges which to date amounts to £577.36.

19. Harbour Budget 2023/24 and Schedule of Fees and Charges

The Harbour Committee considered a report which set out the Harbour Budget for 2023/2024 and the Schedule of Fees and Charges. The Tor Bay Harbour Master advised that the Budget Review Working Party met on 9 November 2022 to consider the in-year financial position and the draft budget for 2023/2024. It also agreed the principle for the 2023/2024 schedule of charges, dues and fees as set out in Appendix 1 to the submitted report which provided for an increase that reflected the current level of inflation 10%.

The Tor Bay Harbour Master advised that the submitted report showed a deficit budget and outlined two options to ensure a balanced budget was set for 2023/2024. This was to either use Reserves to bridge the gap of £144,000 or to amend the forecast income relating to the Fish Tolls by £144,000 as in previous years they had exceeded estimated levels. To limit the amount of money to be taken from the Harbour Reserves it was proposed that £100,000 be added to the forecast income relating to Fish Tolls and £44,000 be taken from Reserves. Members acknowledged the risks associated with this and that the Fish Toll levels were volatile and subject to fluctuation in market forces and this would need to be kept under regular review by the Committee.

Resolved (unanimously):

1. that the Tor Bay Harbour Authority Schedule of Charges, Dues & Fees for 2023/24, in line with the current level of inflation and the views of the Budget Review Working Party, being a representative increase of 10%, as set out in

Appendix 1 to the submitted report be approved, subject to guarantee that the increase in revenue from this income be used to fund improvements to infrastructure and assets; and

2. that, subject to the forecast income relating to Fish Tolls being set at £1,100,000 and the NET from Reserves being £44,000, the proposed Harbour Authority budget for 2023/24 as set out in Appendix 2 to the submitted report be approved.

20. Torquay/Paignton and Brixham Harbour Liaison Forums

The Minutes of the Torquay, Paignton and Brixham Harbour Liaison Forums were noted.

Chairman

Meeting: Harbour Committee

Date: 27th March 2023

Wards affected: All wards

Report Title: Review of Delegated Powers of the Head of Tor Bay Harbour and Harbour Master

Cabinet Member Contact Details: Not a Cabinet function

Director/Assistant Director Contact Details

Rob Parsons, Harbour Master - Head of Harbour Authority & Services 01803 208433,
rob.parsons@torbay.gov.uk

1. Purpose of Report

- 1.1 To review the delegated powers pertaining to the Torbay Harbour Master.

2. Reason for Proposal and its benefits

- 2.1 As required by the Port Marine Safety Code all duties and powers are to be reviewed and this requirement is as detailed within the Harbour Committee Work Programme.
- 2.2 The Terms of Reference for the Harbour Committee which form part of Torbay Council's Constitution require it to review annually the powers delegated to the Tor Bay Harbour Master and refer any proposed changes to the Council for determination. The Committee itself shall not authorise any changes.

3. Recommendation(s) / Proposed Decision

- 3.1 That having reviewed the powers delegated to the Tor Bay Harbour Master, the Harbour Committee finds **no reason to propose changes to the Council** for determination.

4. Action Needed

- 4.1 No further action required.

5. Supporting Information

Port marine safety code - GOV.UK (www.gov.uk)

Ports Good Governance Guidance - Department for Transport (March 2018)

Good governance guidance for ports - GOV.UK (www.gov.uk)

TOR BAY HARBOUR AUTHORITY

OPERATIONAL MOORINGS AND FACILITIES
POLICY

TOR BAY

HARBOUR

Version 19

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 water craft 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 pontoons 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 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.

Not

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

HARBOUR REVENUE ACCOUNTS 2022/23 - BUDGET MONITORING

TOR BAY HARBOUR AUTHORITY

Expenditure	2022/23 Original Budget £ ,000	2022/23 Projected Outturn £ ,000	Notes		2022/23 Original Budget £ ,000	2022/23 Projected Outturn £ ,000	Notes
Harbour Employee Costs	686	703	1	Expenditure brought forward	3,419	3,546	
Premises Costs:-				Income			
Repairs and Maintenance	307	320	2	Rents and Rights :-			
Energy & Water	267	284	3	Property and Other Rents/Rights	648	661	8
Cleaning & Waste	54	66		Marina Rental	498	498	
Other Premises & Insurance costs	170	182	4	Operating Income :-			
Operational Costs:-				Harbour Dues	55	44	
Security Services including CCTV	150	157		Visitor and Slipway	74	96	
Professional Services	72	67	5	Mooring fees	251	250	
Equipment and V&P	46	66		Pontoon Berths	681	670	
Other Services (SWISCo)	88	88		Fish Toll Income	1,000	1,355	9
General & administration expenses	86	89		Recharged Services	101	91	9
Internal Support Services	249	251		Harbour Facilities charges	54	85	10
User Charges Concessions	14	17		Licences & Contractor passes	10	48	
Capital Charges	559	552	6	Reserved Car Parking	35	25	
IFCA Precept	28	27		Miscellaneous & Administration charges	32	45	
Contribution to General Fund - EHO	25	25		Contribution from Reserve		0	11
Contribution to General Fund	618	652	7		3,439	3,868	
	3,419	3,546		Operating Surplus /(Deficit)	20	322	

RESERVE FUND

Opening Balance as at 1st April	481	
Interest receivable (estimated)	8	
Net Surplus / (Deficit) from Revenue Account	322	
Contribution to Revenue	0	11
Capital Funding	0	
Expected Closing Balance as at 31st March	811	12

Note: In line with Harbour Committee minute 398 (5) December 2011 the minimum Reserve level at year end 2022/23 is £687k based on 20% of budgeted turnover to meet any deficit in the revenue budget or winter storm damage. The balance is earmarked for harbour related capital projects.

HARBOUR REVENUE ACCOUNTS 2022/23 - BUDGET MONITORING

NOTES

- 1 An inflationary pay rise for staff for 2022/23 has been settled above the budgeted level.
- 2 The Projected Outturn includes costs carried forward from 2021/22 which will now be funded directly from the current year revenue account without the need for a call on earmarked funds within the Reserve - see note 11.
- 3 An initial estimated impact of the energy crisis has been built into the projected outturn. This position has been closely monitored and the in-year affect is less than previously projected. The overall position is improved by reduced water consumption levels.
- 4 A refund for overpaid NNDR in prior years at Torquay has been received.
- 5 Works to the Brixham work boat, carried forward from 2021/22 will now be met directly from the current year revenue position without the need for a call on earmarked funds within the Reserve - see note 11.

6

	Budget 2022/23 £k	Projected Outturn 2022/23 £k
Torquay Town Dock	81	81
Torquay Inner Harbour pontoons	54	54
Torquay Haldon Pier	81	81
Brixham Harbour Regeneration	282	282
Brixham Harbour Jetty	38	38
Harbour Light	16	16
Day Boat Pontoon-Brixham	2	
Princess Pier railings	5	
	559	552

- 3 The budget approved by Harbour Committee on 6th December 2022 included a request for a reduction in the general fund contribution of £134k. The full Council budget approved on 6th March 2022 limited the reduction to £100k.
- 8 The forecast has been revised on the basis of the outturn for 2021/22 with some adjustment for rent negotiation.
- 9 An increase has been assumed in line with the estimated rise in energy prices but other recharge areas are likely to reduce.
- 10 A reduced level was budgeted for Fish Buyer Licences in light of discussions regarding online auctions. The licences have been now issued and invoiced for 2022/23 and the position remains under review for 2023/24.
- 11 Earmarked funding for various schemes deferred from 2021/22 will now be met directly from the current year revenue position without the need for a call on earmarked funds within the Reserve.

	£k
Town Dock gate	5
Workboat - balance of repairs	25
Tqy Harbour LED Upgrade	8
Brixham inner harbour moorings	7
	45

Other schemes deferred from 2021/22 and not yet committed e.g. Brixham inner harbour moorings will also be met from the current year revenue operations.

- 12 Specific funding of £150k provided for dredging works is being held within the Reserve. Initial conservancy costs (i.e. licences) have been committed and the full program of works will call on the earmarked funding into 2023/24.

Tor Bay Harbour Authority - Asset Management Plan 2023/2024

1. Introduction

As detailed in the Harbour Committee Work Programme for 2022/23, approved March 2022 there is a need to refresh Tor Bay Harbour's Asset Management Plan. This document is seen as a working document due to the fact that the way in which we manage our assets must be continually reviewed and more recently with the approach of the local elections now is the perfect time to reinvigorate that process for the best outcome for Tor Bay Harbour. The last two years has been challenging with the Pandemic but as alluded to above the process of asset management and the appointment of a sub committee is very much needed moving forward. The aim of this plan is to set the present scene, draw upon previous committee comments and recommendations whilst setting a plan of appointment of the new subcommittee.

2. Service Background and Outcomes

The Harbour Committee deals with the Council's strategic function as the Harbour Authority and is an open and accountable committee of full council. In particular the Committee sets the budgets for the harbour, determines the level of harbour charges and fulfils the Council's role as Duty Holder for the purposes of the Port Marine Safety Code. With the assistance of the Tor Bay Harbour Authority service, it also manages Tor Bay Harbour within the framework of Council policy, with special attention given to the aspirations of the Port Masterplan.

Tor Bay Harbour has successfully existed as a statutory entity since 1970 and has demonstrated that it can operate successfully, efficiently and economically. Since 2012/13 a cash dividend contribution has been made to the Council's general fund from harbour accounts to help support the corporate budget shortfall resulting from government funding cuts. There is a strong commitment on behalf of Torbay Council both to improve the service provided by the Harbour to its direct users and to develop its role in supporting the local economy and as a focus both for the local community and visitors to the Bay.

Harbour Estate

The 'Harbour estate' means the piers, wharves, quays, berths, 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 Corporation (Council) as Harbour Authority and used for the purpose of the harbour undertaking. (Tor Bay Harbour Act 1970).

The Harbour Committee governs all of the assets currently managed by the Tor Bay Harbour Authority service on behalf of Torbay Council. Many of the assets are critical to the safe operation of the harbour and other assets are essential in terms of the revenue contribution they make to the ring-fenced Harbour budget. The extent of the harbour estate is fixed by the Council and may be varied from time to time with **full consideration of the operational**

requirements of the Harbour Authority and the Council’s policy to deliver a self-funding, financially sustainable harbour service.

The accommodation and property controlled by the Harbour Committee and the Tor Bay Harbour Authority adequately meets the immediate needs of the service. Income derived from property on the harbour estate is critical to the harbour business. The level of rental income received is significantly more than that generated by harbour charges, with the exception of fish toll income.

Routine maintenance costs for harbour assets are met from the **ring-fenced** harbour accounts as per Council policy. The agreed budget for repairs & maintenance for 2023/24 is as detailed within the approved annual Harbour Committee Budget. This budget is reviewed quarterly by both the Full Harbour Committee and the Budget Working Subcommittee.

The Harbour Committee’s terms of reference require it to provide strategic direction in relation to the assets within the harbour estate that are managed by the Tor Bay Harbour Authority service. Previous Harbour Committees have resolved that a Harbour Asset Review Working Party, comprising four members of the Harbour Committee and two of the External Advisors to the Committee be appointed with the following terms of reference:

- a) to review all assets within Tor Bay Harbour and the Harbour Estate.
- b) to establish how each asset is performing; and
- c) to identify any assets that are surplus.
- d) to ensure asset management strategy is in line with the Port Masterplan.
- e) assets to be considered against the following criteria:
 - corporate asset number (Torbay Online Asset Database System (TOADS))
 - lease start date
 - leased or vacant
 - tenure of lease
 - rental income
 - tenant’s name
 - rent review due date
 - date of last condition survey

These terms of reference are succinct and still fit for purpose and this will form the basis of how the new asset working party will proceed. The appointment of external advisors will be considered externally to this report.

3. Scope of Service Asset Management Plan

This Asset Management Plan covers all assets managed and occupied by the Tor Bay Harbour Authority service.

4. Identification of Current Property Portfolio

This data will be extracted from the Torbay Online Asset Database System (TOADS) and captured in a spreadsheet entitled 'List of Tor Bay Harbour Assets'. The Harbour Asset Review Working Party will review the portfolio every six months.

5. Preferred Options & Action Plan

The 'List of Tor Bay Harbour Assets' shows the current asset/property portfolio under the day-to-day management of the Tor Bay Harbour Authority service. Management of the portfolio is subject to strategic advice and direction from Torbay Council's Harbour Committee. The Harbour Asset Review Working Party, described in section 1 above, is tasked with reporting to the Harbour Committee on how each asset is performing and identifying any that are surplus. This advice would include indicating what options and actions might be required to implement any necessary or proposed changes.

6. Implement Audit & Review

Once appointed the Asset Working Party will sit every six months with full committee reviewing the asset management plan annually. Proposed next steps:

1. Approval of this Plan and proposals / Harbour Committee March 2023
2. Publication of Harbour Committee vacancies for external advisors
3. Initial meeting of Harbour Asset Management Working Group May/June 2023

7. Summary

It is evident that management of Tor Bay is challenging and the reinvigoration of the Asset Management Working group is essential in ensuring that we get the best value of our assets for the benefit of the Harbour Authority and all our users. This is not an additional layer or bureaucracy but best practice so as to both assist in the management of our harbours but enable issues to be highlighted sooner thus allowing the full harbour committee to be better informed and therefore able to effectively discharge their duties as the Duty Holder.