

ALRESFORD BOAT OWNERS' COOPERATIVE (ACBOC)
Mooring Policy and Licence Agreement
January 2021

SUMMARY OF ACBOC MOORING RULES

In paying for your mooring you agree to abide by the terms of the Agreement between CBC and ACBOC and the terms of the ACBOC Mooring Licence.

In addition, Mooring Licence Holders have total responsibility for their mooring tackle and are expected to check it annually.

By signing your application form you are declaring that you hold valid and current boat insurance which covers you for third party claims, including those arising from a faulty mooring and that you will continue to do so whilst you are a member.

The full Mooring agreement and ACBOC Mooring Policy are available on the ACBOC website. (<http://www.acbo.org.uk/>)

Any proposed changes of boat, selling your boat or wanting to leave your mooring should be given us in writing to chair@acbo.org.uk or by letter to Tempus, Colchester Main Road, Alresford CO7 8DG

- 1) When a mooring licence is approved it must be laid in the location designated and shown on the mooring map. This consists of **ONLY a mudspace, NO tackle**
- 2) The person wishing to use that mooring location, may find ground tackle and buoys there. **THIS DOES NOT MEAN** that it is safe or secure. It is up to the boat owner to **LAY, CHECK and MAINTAIN EVERYTHING** to do with the mooring including the sinkers, chains and warps, in such a way that it will secure the boat. **Working in mud can put you in danger; seek advice if not experienced and never attempt it alone.**
- 3) The boat owner **MUST** check the mooring at least once a year for wear.
- 4) All mooring licence holders **MUST** keep **OFF** the salt marshes at all times. No tenders or tackle may be left on the saltings or the access road to the creek that is public highway and must be kept clear at all times. There is no right to moor dinghies near the slipway.
- 5) No mooring rights can be transferred to another person. Only **ACBOC** has the right to issue licences for moorings and the agreement is strictly between the boat owner and ACBOC. If a boat is sold it **MUST LEAVE** the mooring.
- 6) Any boating activity in the creek must be recreational. You may not live aboard boats; occasional overnight stays are permissible.
- 7) All creek users are expected to be respectful of other creek users, local residents and their property at all times.
- 8) Breaches of the rules means that moorings will be surrendered to ACBOC, and vacated, mooring fees will be lost and any costs arising from the breach will be charged to members (eg disposal of abandoned boats).

ACBOC Management Committee January 2021 Mooring Policy and Licence Agreement January 2021

1. Introduction

ACBOC holds an Agreement with Colchester Borough Council (CBC) for up to 50 moorings in Alresford Creek. The charge ACBOC pays to CBC is split equally among the moorings and a charge for insurance has been added. No profit is made from the moorings.

The Mooring Policy and Licence Agreement includes requirements which are part of the agreement between Colchester Borough Council and Alresford Creek Boat Owner's Cooperative. Breaching the rules in the Mooring Policy may mean that ACBOC is in breach of the Mooring Agreement with CBC. This could mean that ACBOC loses the right to issue licences for moorings and all boats and tackle will have to be removed.

Whilst it is in the nature of the Cooperative to offer assistance in any kind of emergency or other difficulty, the Cooperative cannot in any way be held responsible for any loss or damage to Member's property. As well as taking the necessary care of their property, Members are reminded that the appropriate insurance cover for their vessels and moorings is a condition of the mooring licence agreement.

The level of subscription(s) and fees shall be determined annually by the Committee and will be due on 1st February. Membership shall be deemed to have been terminated if payment has not been received by 1st April. The mooring will be reallocated to the next person on the moorings waiting list.

2. Definition of Terms

Member : Alresford Creek Boat Owner's Co-operative (ACBOC) has two categories of membership; share owning members who together own the sheds and associate members who support the objectives of the Co-operative, have moorings or are involved in the social and sailing programme. (See Co-operative Rules) Member refers to both these categories.

ACBOC Committee

ACBOC has a management committee made up of Directors of the Co-operative elected at the AGM representing the share- holding members and two representatives of Associate members. Committee refers to the ACBOC management committee.

Mooring Licence

ACBOC has the right to issues mooring licences to ACBOC members which gives them the right to install and maintain mooring tackle in a specific allocated location provided they meet with all membership and mooring licence requirements.

Moorings sub committee

The moorings sub -committee is the group from the management committee responsible for allocation and management of moorings.

3. Policy

3.1. All boat owners who have been awarded a mooring licence are responsible for laying and maintaining their own ground tackle.

3.2. Any new ground tackle must be laid as close as possible to the mooring position on the approved mooring map and must be fit for purpose.

3.3. No mooring must obstruct the fairway or impede other mooring holders' access to their own moorings.

3.4. All moorings, regardless of boat size, must be secured fore and aft.

3.5. There can only be one boat per mooring, apart from tenders.

3.6. The maximum size for boats on ACBOC moorings is 30 feet or 9.1 metres.

3.7. All boat owners must have at least third-party insurance, including mooring tackle cover. The owner shall sign a declaration to that effect for a mooring licence renewal to be accepted. Confirmation of insurance should be declared annually at the time of mooring licence renewal by providing details of the insurance company, policy number and date of renewal.

3.8. Boat owners are expected to behave in a responsible and seamanlike manner and do nothing to discredit the Cooperative, or offend any members of either ACBOC or the general public. This includes:

3.8.1 Boat Owners using ACBOC moorings may not live aboard their boats while on moorings in Alresford Creek. Overnight stays are permitted at the beginning and end of voyages to wait for the tide or other exceptional circumstances.

3.8.2 The Creek moorings are not cheap storage for boats that are never used. ACBOC exists to promote active affordable boating. Except in circumstances of illness, disability or other exceptional circumstance boat owners must move their boat from the mooring at least once a year in order to check their moorings (see 1). Boat owners who have boats that never move from their moorings will be asked to give up the moorings. If members are in difficulty approach the mooring sub-committee.

3.8.3 Boat owners are expected to keep their vessels in a seaworthy condition and tidy appearance in order to be able to comply with this mooring policy.

3.8.4 ACBOC has the right to remove any boat entirely at the owner's risk and cost any boat found obstructing the river or deemed to be in a dangerous condition.

3.8.5 Boat owners are requested, wherever possible, to lend a hand by joining work parties for various maintenance activities.

3.9. Moorings Allocation and Fees

3.9.1. From the start of the CBC lease, all existing mooring licence holders will be able to retain their current moorings upon renewal (provided no breach of the rules

has occurred in the previous year) subject to the agreement with Colchester Borough Council being renewed. Renewal of a mooring licence is dependent upon continued membership of the organisation.

3.9.2. Only permitted licenced moorings can be allowed - any unlicensed moorings will have to be removed.

3.9.3. All mooring licence fees will be based on a flat rate per mooring regardless of the size of boat up to 30 feet (9.1 m). (The actual mooring licence fee to be determined annually by the Committee in accordance with the CBC Mooring Agreement.)

3.9.4. All fees must be paid by the due date. Any unpaid mooring fees after 2 months will be subject to legal action, and Clause 9.1.6 will be enforced.

3.9.5. All mooring licence holders will, upon payment of the mooring fee and subscription, become associate members of ACBOC (unless they are already shareholding members of the Co-operative in which case they are deemed to be members also subject to an annual subscription payment).

3.9.6. Any non-payer will be deemed to have forfeited their right to that mooring. ACBOC reserves the right to seek removal of the vessel concerned and take whatever action is necessary to ensure the said vessel is removed. Any reasonable expense incurred by ACBOC in this action may be recovered from the defaulter.

3.9.7. Any new applications for mooring licences will be put on the waiting list managed by the Moorings subcommittee.

3.9.8. All new mooring licence allocations will be on a first come first served basis.

3.9.9. Any member wishing to vacate their mooring is requested to contact the Moorings sub- committee in order that the appropriate allocations may be made from the waiting list.

3.9.10. Any member wishing to vacate their mooring must advise the Moorings subcommittee who will allocate, where possible, that mooring from the waiting list on a temporary basis. If it is not possible, the original mooring holder will still be responsible for the mooring fee.

3.9.11 No temporary vacation (while still paying mooring licence fees) should, except in special circumstances agreed by the full committee, last for more than 2 seasons. After that time, the mooring will be deemed available for allocation on a permanent basis.

3.9.12. The Moorings sub-committee will have the overriding authority regarding the allocation of moorings. Private arrangements, subletting etc. will not be allowed.

3.10. Power to remove, sell or dispose of boats, mooring tackle and / or trailers.

Cooperative premises are defined as any area controlled, owned by, or leased to, the cooperative. In the case of an abandoned or unauthorised boat and/or trailer (as defined below) the Committee may:-

3.10.1 move the boat, mooring tackle and/or trailer to any part of the cooperative premises without being liable for any loss or damage to the boat, mooring tackle and/or trailer howsoever caused;

3.10.2 upon giving 1 months' notice require the member or former member to collect the boat, mooring tackle and/or trailer;

3.10.3 upon giving three months' notice in writing by sign for letter post to the member or former member at his/her last known address shown in the register of members sell the boat and/or trailer and deduct any monies due to the Cooperative (whether arrears of subscription or facility fees or dinghy park fees or otherwise);

3.10.4 if the boat and/or trailer is unsaleable (in the reasonable opinion of the Committee), after giving notice in writing as aforesaid, dispose of the boat, mooring tackle and/or trailer in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the association by the member or former member.

3.10.5 the cooperative reserves the right to charge storage for the boat, mooring tackle and/or trailer until such time as the owner collects the boat, mooring tackle and/or trailer or until notice has been served under clause (b) and (c) above.

PROVIDED THAT in each case that proper evidence is available to show that all reasonable steps have been taken by the Committee to trace a member or former member and that when and if the boat and/or trailer is sold the proceeds of sale (where these exceed the amount of any indebtedness by the member or former member to the club) shall be placed in a bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member) for a period of six years.

The Committee shall be entitled to treat any of the following as an abandoned or unauthorised boat and/or trailer:

(a) a boat, mooring tackle and/or trailer located in the leased area of Alresford creek, the dinghy park at the sheds and not displaying a current dinghy park sticker or identification;

(b) a boat, mooring tackle and/or trailer located otherwise than in its properly allocated space;

(c) a boat and/or trailer that remains for more than one month after any date advised by the Committee by which boats and/or trailers must be removed to allow for maintenance works or the end of the season date (where applicable);

(d) a boat, mooring tackle and/or trailer belonging to someone whose payment is overdue by more than one month remaining on ACBOC property or moorings managed by ACBOC.

3.10.6 Lien on boats and/or trailers.

In addition to the powers set out above to move, sell or dispose of boats, mooring tackle and/or trailers the Cooperative shall have a lien over members' or former members' boats and/or trailers parked on the Cooperative's premises in respect of all monies due to the cooperative, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the Cooperative have been paid in full.

3.11. Termination of Mooring Licence

In the event of the Mooring Agreement being terminated by Colchester Borough Council the ACBOC Mooring Licence will be terminated and members will have 6 months to completely remove their boats and mooring tackle. If this has not happened the powers under clause 10 above will be implemented.

Version date 11.02.21

Agreed at

Keith Phillips (Chair of ACBOC)