

**ALRESFORD BOAT OWNERS' COOPERATIVE (ACBOC)**  
**Mooring Policy and Mooring Holders Licence Rules**  
**February 2023**

**SUMMARY OF ACBOC MOORING POLICY AND LICENCE RULES**

1. In paying for your mooring you agree to abide by the terms of the Agreement between Colchester Borough Council and ACBOC and the ACBOC Mooring Policy and Licence rules.
2. You must comply with all statutory obligations, existing river agreements, regulations and/or bylaws that either directly or indirectly relate to the use of the Moorings.
3. The maximum size for boats on ACBOC moorings is 30 feet or 9.1 metres.
4. Mooring Licence Holders have total responsibility for their mooring tackle and **must** check it annually.
5. By paying for a Mooring Licence 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 hold a mooring licence.
6. 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](mailto:chair@acbo.org.uk) or by letter to Tempus, Colchester Main Road, Alresford CO7 8DG. 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. Boats left on moorings not owned by ACBOC mooring licence holders will be subject to 'lien' procedures detailed in the full policy (**3.10. Power to remove, sell or dispose of boats, mooring tackle and / or trailers**) In summary this means ultimately ACBOC will have the right to seize and dispose of property subject to the 'lien' procedures.
7. When a mooring licence is approved, the mooring must be laid in the location designated and shown on the mooring map. This mooring site is **ONLY a space in the mud of the riverbed. NO tackle is included.** Moorings must not obstruct the fairway or impede other mooring holders' access to their own moorings. You are advised to get advice from ACBOC on the specification for installing the fore and aft mooring.
8. The licence holder allocated a mooring site, may find ground tackle and buoys there. **THIS DOES NOT MEAN** that they are 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.**
9. The boat owner **MUST** check the mooring thoroughly (examine sinkers, chains and warps for wear and replace as necessary) at least once a year. Having a faulty mooring may result in you having to surrender the mooring licence.

10. 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.
11. Any boating activity in the creek must be recreational. You may not live aboard boats; occasional overnight stays are permissible. Fishing from a boat in the Creek is not permitted.
12. 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.
13. All ACBOC Mooring licence holders are expected to be respectful of other creek users, local residents and their property at all times.
14. 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 (**main policy and rules 3.10. Power to remove, sell or dispose of boats, mooring tackle and / or trailers**).
15. If the CBC Mooring agreement is terminated Licence holders will have 6 months to remove their boats.
16. The co-operative work collectively to support the activities of its members and this requires work to maintain the physical assets of the co-operative. Members are requested to assist by joining working parties held two or three times a year.
17. The full Mooring agreement and ACBOC Mooring Policy are also available on the ACBOC website. ( <http://www.acbo.org.uk/>)

# ACBOC Mooring Policy and Mooring Licence Rules

## February 2023

### 1. Introduction

Alresford Boat Owner's Cooperative (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 ACBOC Public liability insurance is 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 help 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 and the mooring licence shall be deemed to have been terminated if payment has not been received by 1st April.

### 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, store boats 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 rules.

#### **Moorings sub committee**

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

**'Lien' Policy. Power to remove, sell or dispose of boats, mooring tackle and / or trailers (3.10)**

This policy wording is taken directly from the legal wording created by the RYA (that we are affiliated to). It applies to members who breach the mooring licence rules and allow for seizing property and selling to recoup costs incurred by ACBOC.

### **3. Mooring Policy and Rules**

All boat owners must comply with all statutory obligations, existing river agreements, regulations and/or bylaws that either directly or indirectly relate to the use of the Moorings and shall not either directly or indirectly cause the Co-operative to be in breach of any of its obligations under the terms of this Mooring Agreement

All boat owners must only use the Mooring Sites in order to carry out its activities in accordance with its rules

All boat owners must not make or permit any improvements or changes to be made to any of the Mooring Sites which are of a permanent nature or that may be deemed to have an adverse impact on the environment and/or use of the River

**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.** By paying for a Mooring Licence, the holder is declaring that they hold valid and current boat insurance which covers you for third party claims, including those arising from a faulty mooring and that they will continue to do so whilst they hold a mooring licence.

**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.

**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** 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. Boat owners Advice should be sought from the Mooring subcommittee if any member cannot meet this obligation.

**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 licence agreement.

**3.8.4** Any boat found obstructing the river or deemed to be in a dangerous condition will be removed by ACBOC entirely at the owner's risk and cost.

**3.8.5** The co-operative operate collectively to support the activities of its members and this requires work to maintain the physical assets of the co-operative. Members are requested to assist by joining working parties held two or three times a year."

**3.8.6** Boat owners must take all reasonable precautions in their use of the Mooring Sites and access to the Mooring Sites in order to protect other River users and their property from injury or damage.

**3.8.7** Boat owners must not fish in the Creek, either from the bank, the Mooring Sites, or from any pleasure boat or any other boat.

**3.8.8** Boat owners must not gain access to the river across property that is not owned by the Council.

### **3.9. Moorings Allocation and Fees**

**3.9.1.** 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 ACBOC.

**3.9.2.** Moorings cannot be laid without ACBOC permission - 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 (1<sup>st</sup> February) . Any unpaid mooring fees after 2 months ( 1<sup>st</sup> April) means that members will be in breach of the rules, cease to be members and property subject to procedures set out in Clause **3.10 (. Power to remove, sell or dispose of boats, mooring tackle and / or trailers)**

**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.**

ACBOC premises are defined as any area controlled, owned by, or leased to, the cooperative (including the moorings in the Creek). 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 ACBOC 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 ACBOC shall have a lien over members' or former members' boats and/or trailers parked on ACBOC'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 3.10 above will be implemented.

**Version date 24.01.2023**

**Agreed at .....**

**Keith Phillips (Chair of ACBOC)**