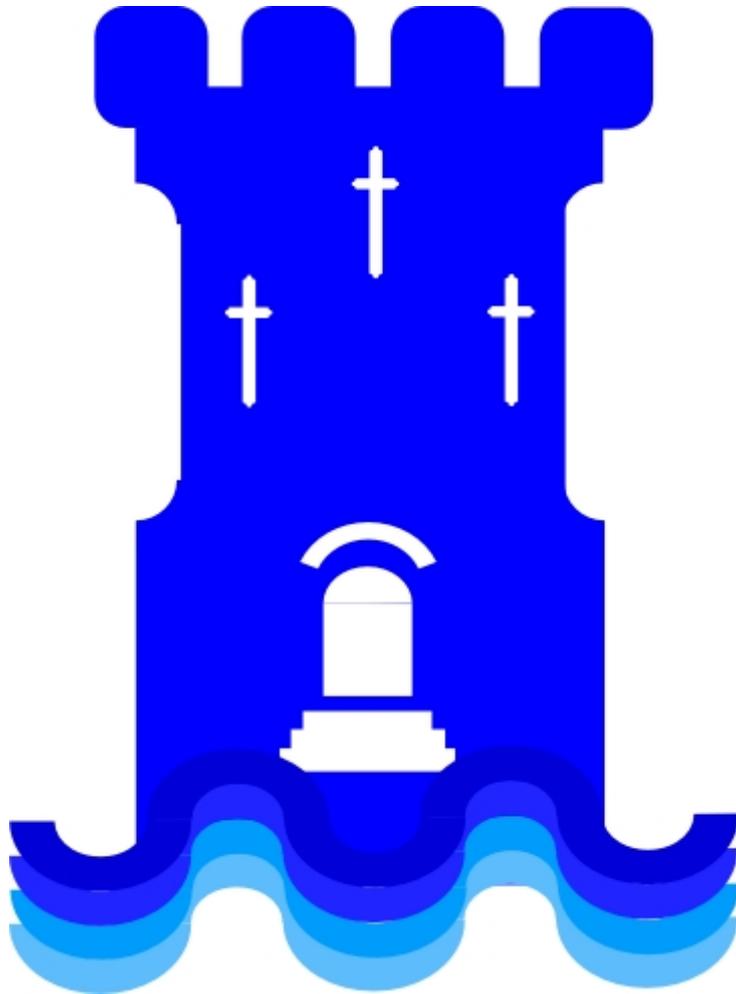


**SAINT MAWES PIER AND HARBOUR COMPANY  
(GENERAL) BYELAWS 2010**



## **SAINT MAWES PIER AND HARBOUR COMPANY (GENERAL) BYELAWS 2010**

The Saint Mawes Pier and Harbour Company in exercise of the powers conferred on it by section 83 of the Harbours Docks & Piers Clauses Act 1847, as incorporated in the Saint Mawes Pier & Harbour Act 1854 and the Pier & Harbour Orders Confirmation Act (Clacton on Sea & Saint Mawes) 1934, make the following byelaws:

### **Part I – Preliminary**

#### **Citation**

1. These byelaws may be cited as the Saint Mawes Pier and Harbour Company (General) Byelaws 2010 and shall come into operation on the expiration of 28 days from the date of confirmation thereof by the Secretary of State.

#### **Application**

2. These byelaws shall apply to all parts of the Harbour.

#### **Interpretation**

3. In these byelaws unless the context otherwise requires the following words or expressions have the meanings hereby respectively assigned to them:

“the Authority” means the directors, from time to time, of the Saint Mawes Pier and Harbour Company as defined under section 4 of the Saint Mawes Pier & Harbour Order incorporated into the Pier & Harbour Orders (Clacton on Sea and St. Mawes) Confirmation Act 1934;

“the car park” means the area shown as “Car Park” edged in green on the chart and inset at Schedule I;

“Collision Regulations” means regulations for the prevention of collisions made under Section 85 of the Merchant Shipping Act 1995 and the International Regulations for Preventing Collisions at Sea 1972 (as amended);

“diving operations” means commercial SCUBA diving or sport SCUBA diving carried out within the Harbour;

“fairway” means the course taken by vessels through the harbour as shown by broken black lines on the chart at Schedule I, or as may be determined by the Authority or the Harbour Master in an emergency;

“garbage”	means all kinds of victual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically, except sewage originating from ships;
“goods”	means all articles and merchandise of every description and includes fish, livestock and animals;
“Harbour “	means the Harbour as defined in Section 12 of the Saint Mawes Pier & Harbour Act 1854 and shown edged in blue on the chart in Schedule I;
“Harbour Master”	means the person appointed by the Authority and includes his authorised deputies and assistants and any person authorised by the Authority to act in that capacity;
“harbour revenues”	means the rates, tolls, dues, rents and other monies and receipts which may be taken and received by way of income from or in respect of these byelaws;
“Inner Harbour”	means the part of the Harbour which lies north of the pier and the red line from the pier head to the south-eastern end of the Idle Rocks Hotel as shown on the chart in Schedule I hereto including the docks, quays, jetties, piers, stages and all other works, land and buildings for the time being vested in or occupied or administered by the Authority;
“MCA”	means The Maritime and Coastguard Agency of the United Kingdom.
“master”	when used in relation to any vessel, means any person having the command, charge or management of the vessel for the time being;
“mobility aid”	means a device to facilitate or aid the transport of a person with a physical disability.
“mooring”	includes floating jetties, pontoons, buoys and like apparatus or facilities;
“mooring area”	An area as shown on the chart in Schedule I.
“owner”	when used in relation to a vessel includes any part-owner, broker, charterer, agent or mortgagee in possession of the vessel or other person or persons entitled for the time being to possession of the vessel; and when used in relation to goods includes any consignor, consignee, shipper or agent for the sale, receipt, custody and clearance of those goods;

“personal watercraft”	<p>means any water craft (not normally used in navigation and not being a structure which by reason of its concave shape provides buoyancy for the carriage of persons or goods) propelled by an engine powered water jet or other mechanical means of propulsion and steered either:</p> <ul style="list-style-type: none"> <li>(a) by means of a handlebar operated linkage system (with or without a rudder at the stern); or</li> <li>(b) by the person or persons riding the craft using his or their body weight for the purpose; or</li> <li>(c) by a combination of the methods referred to respectively in (a) and (b) above;</li> </ul>
“ply for hire or reward”	<p>includes the letting out or charter of any vessel or vessel on hire for any period or on charter as defined in the MCA Code of Practice for small commercial craft, or licenced by Cornwall Council;</p>
“power driven vessel”	<p>means a vessel that is being propelled by an engine or any other mechanical means whether that method of propulsion is integral to or an auxillary to that vessel;</p>
“quay”	<p>means any pier, wharf, jetty, dolphin, landing stage, beach landing or other structure used for berthing or mooring vessels and includes any bridge, roadway or footway immediately adjacent and affording access thereto;</p>
“vehicle”	<p>includes any vehicle propelled on rails, any machinery on wheels or caterpillar tracks, trailers, caravans and mobile homes and includes a hovercraft or any other amphibious vehicle;</p>
“vessel”	<p>means a ship, boat, raft or water craft of any description and includes non-displacement craft, sea planes and any other constructed or adapted for floating on or being submersed in water (whether permanent or temporary) and a hovercraft or any other amphibious vehicle;</p>
“water sports equipment”	<p>means any object or item of equipment, (other than a vessel) that is either self-powered, towed by a vessel, or powered by natural forces that is used for recreational activities, on, under, or above the water and shall include but not be limited to such items of equipment that are commonly referred to as “kite boards”, “hydro-tows”, “kite surfing equipment”, “wake boards”, parachute towing equipment, and any other objects similar to any of the foregoing. This definition includes any equipment used in water ski-ing or aquaplaning.</p>

## **Part II – Navigation**

### **Vessel Movements:**

4. The master of a vessel shall, if so requested by the Harbour Master, give prior notice to the Harbour Master of the vessel's arrival at, departure from, or movement within the Harbour. Such request will be made by the Harbour Master to the vessel's master.

### **Declaration of Particulars of Vessel:**

5.1. The master of a vessel arriving at the Harbour shall, if required by the Harbour Master, furnish to the Harbour Master a declaration in the form to be obtained from the Harbour master containing a correct statement of the tonnage and draught of the vessel, the vessel's last port of call, ownership and destination, and particulars of its cargo.

5.2. The master of a commercial vessel arriving at the Harbour shall, if required by the Harbour Master, furnish to the Harbour Master details of certificates, licences, insurances and any other document that is a requirement for that vessel to operate commercially.

### **Vessels to Navigate with care:**

6.1. The master shall navigate his vessel with such care and caution and at such speed and in such manner as not to endanger the lives of, or cause injury to, persons or damage to property and not to obstruct or prejudice the navigation, manoeuvring, loading or discharging of vessels or cause unnecessary damage to moorings, riverbanks or other property.

6.2. The master of every vessel in any part of the Harbour shall comply with the Collision Regulations and the Merchant Shipping (Distress Signals and Preventions of Collisions) Regulations 1989 even if the vessel is not one to which those Regulations apply.

### **Speed of Vessels:**

7. Except with the permission of the Harbour Master (such permission not to be unreasonable withheld), or when attending another vessel for safety purposes, or in case of emergency:-

- (a) the master of any vessel shall not cause or permit such vessel to proceed at a speed through the water of greater than 5 knots in the mooring areas (as indicated on the chart at Schedule I); and
- (b) the master of any power-driven vessel shall not cause or permit such vessel to proceed at a speed through the water of greater than 8 knots in other parts of the Harbour.

**Vessels not to obstruct Fairway:**

8. The master of a vessel shall not make use of the fairway so as to anchor or cause similar obstruction to other vessels which can navigate only within the fairway.

**Vessels not to be made fast to navigation buoys or marks:**

9. The master of a vessel shall not make fast his vessel to or lie against, any buoy, beacon or mark used for navigation purposes.

**Vessels and Inner Harbour:**

10. A Master or Owner of any vessel shall not enter or manoeuvre in the Inner Harbour under sail alone but shall utilise an auxiliary power source, if available to that vessel, save with the express permission of the Harbour Master. Prior to entering the Inner Harbour the Master or Owner will take all reasonable steps to contact the Harbour Master in order to obtain assistance in manoeuvring. Vessels manoeuvring within the Inner Harbour should do so at minimum speed.

**Consent Required for Vessel to ply for hire:**

11.1 No owner of any vessel shall allow the vessel to ply for hire or to be chartered, or tout for business from any part of the Authority's property or the Harbour without the written consent of the Harbour Master.

11.2 No vessel shall operate commercially for hire or reward or transport goods unless it has a valid certificate from the MCA or a licence from Cornwall Council.

**Notification of collisions or incidents:**

12.1 The master of a vessel which:

- (a) has been involved in a collision with any vessel or property, or has been sunk or grounded or become stranded in the Harbour; or
- (b) by reason of accident, fire, defect, or otherwise is in such a condition as to affect its safe navigation or to give rise to danger to other vessels or property; or
- (c) in any manner gives rise to an obstruction to a fairway; shall as soon as reasonably practicable report the occurrence to the Harbour Master and provide the Harbour Master with full details in writing.

12.2 If the vessel has been damaged to such extent as affects, or is likely to affect, its seaworthiness the master shall not move the vessel except to clear the fairway or to moor or anchor in safety, unless he has the permission of, and acts in accordance with the directions of, the Harbour Master.

**Vessels not to obstruct landing places:**

13. The master of a vessel navigating in the Harbour shall not place his vessel or allow it to be in such a situation as to obstruct or impede the access to any recognised landing place or leave it moored alongside any such landing place without the permission of the Harbour Master.

**Persons Under 16 years of age:**

14. No person under the age of 16 shall navigate or operate anywhere within the Harbour any power driven vessel with a maximum power output in excess of 10hp, unless:

- (a) the person is in possession of an appropriate Royal Yachting Association qualification; or
- (b) the person is accompanied by a competent and responsible person over 16 years of age; or
- (c) the person has the written permission of the Harbour Master to proceed.

**Part III – Berthing and Mooring**

**Provision of proper fenders:**

15. The master and owner of a vessel shall ensure that it is provided with a sufficient number of fenders adequate for the size of their vessel when berthing and leaving or lying at a quay or against other vessels, and 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 any other property.

**Vessels to be properly berthed:**

16. The master of a vessel shall at all times keep his vessel properly and effectively moored when berthed or lying at any quay.

**Vessels adrift:**

17. The master of a vessel which parts from its mooring shall as soon as possible report the same to the Harbour Master.

**Sufficiency of crew:**

18. Except with the permission of the Harbour Master, the master of a vessel shall at all times when his vessel is within the Harbour ensure that his vessel is capable of being safely moved and navigated and that there are sufficient crew or competent persons readily available to comply with any directions given by the

Harbour Master for the unmooring, mooring or moving of his vessel and deal with any emergency that may arise.

**Vessels to be kept in a movable condition:**

19.1 The master of a vessel shall not, except where his vessel is lying aground, take any steps to render his vessel incapable of movement without first notifying the Harbour Master and shall, at all times, keep his vessel so loaded and ballasted and in such condition, that it is capable of being safely moved.

19.2 Where a vessel is at any time not capable of being safely moved by means of its own propulsive machinery, the master or owner shall as soon as reasonably practicable, inform the Harbour Master forthwith and give to him any further information which the Harbour Master may reasonably require.

19.3 The Harbour Master may, at his absolute discretion, move any vessel provided always that reasonable notice of such movement has been given to the owner and/or master of the vessel. Any costs associated with such movement shall, at the sole discretion of the Authority, be charged for the account of the owner and/or master of that vessel.

**Use of engines whilst vessel is moored or berthed:**

20. The master of a vessel which is moored at a quay or attached to any mooring device shall not permit the engines of his vessel to be worked in such a manner as to cause unnecessary injury or damage to the bed or banks of the Harbour or to any other vessel or property.

**Access across decks:**

21. The master or owner of a vessel alongside a quay or alongside any vessel already berthed within the Harbour shall, if required so to do by the Harbour Master, give free access across the deck of his vessel for persons and goods to and from vessels berthed alongside his vessel.

**Vessels not to make fast to unauthorised objects:**

22. No person shall make a vessel fast to any post, quay, ring, fender or any other thing or place not assigned for that purpose.

**Lost Anchor, cable or propeller:**

23. The master or owner of a vessel which has slipped or parted from or lost any anchor chain, cable or propeller shaft shall give notice to the Harbour Master of the position of the anchor chain, cable or propeller and if so directed by the Harbour Master cause it to be recovered as soon as reasonably practicable.

**Laying down Mooring Buoys and other tackle:**

24.1 No person shall lay down any mooring, buoy or similar tackle without a licence or prior written consent of the Harbour Master or in accordance with such condition as the Authority and the Harbour Master may impose as stated in the terms and conditions of any mooring licence issued to that person.

24.2 The owner or any other person claiming ownership of a mooring, buoy or similar tackle shall as soon as reasonably practicable remove it if the Harbour Master so directs.

24.3 No person shall move a mooring in the Harbour or cause it to be moved without the consent of the Harbour Master.

24.4 If a person fails to comply with a direction made under sub-paragraph 24.2 above, the Harbour Master may cause the mooring buoy and tackle to be removed and recover the expense of so doing, where reasonably incurred, from that person as harbour revenues, and the Harbour Master shall incur no liability for any loss or damage caused by such removal.

**Extra Vessels at Moorings:**

25. No person shall secure a vessel to a mooring or to any moored vessel so as to cause obstruction, danger or damage to any vessel or mooring.

**Vessels not to anchor or remain in swinging grounds:**

26.1 No person shall without the permission of the Harbour Master anchor or moor a vessel or cause it to remain in such a position as to obstruct or interfere with the turning of vessels in any area set aside as swinging grounds.

26.2 All vessels using swinging moorings shall be subject to the mooring rules set out at Schedule II, to these byelaws.

**Abandonment – Vessels Prohibited:**

27.1 No person shall intentionally abandon, break up, set fire to, moor or otherwise destroy a vessel on the banks or shore of the harbour without the written permission of the Harbour Master.

27.2 For the purposes of sub-para 26.1 and 27.1 of these byelaws, if a vessel is left on the banks or shores of the harbour for such a period that, in the Harbour Master's opinion, it may reasonably be presumed to have been abandoned, it shall be deemed to be abandoned, unless any contrary intention can be shown by the owner or master of the vessel.

## **Part IV – General**

### **Supervision of vehicles:**

28. Any person having charge of a vehicle in the Harbour, shall at all times comply with any directions of the Harbour Master with respect to the loading, discharging, manoeuvring and removal thereof and shall not without permission of the Harbour Master, leave the vehicle unattended anywhere within the Harbour, and use the car park as directed by the Harbour Master.

### **Leakages or spills:**

29. The master or owner of a vessel in the Harbour or the owner, driver or other person having charge of a vehicle in the Harbour or car park shall not permit any substance to leak, spill or drop from the vessel or vehicle, as the case may be.

### **Accidents to be reported:**

30. Any person driving or operating a vehicle involved in an accident in the Harbour or car park whereby an injury is caused to any person or any damage is caused to any property, shall report the accident to the Harbour Master and give his name and address to the Harbour Master. The requirements of this byelaw are without prejudice to any reporting obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1985.

### **Inspection Facilities:**

31. The master or owner of a vessel shall so far as may be required by the Harbour Master in the exercise of his duties, afford the Harbour Master reasonable access to any part of the vessel and provide all reasonable facilities for its inspection and examination.

### **Navigation under influence of drug or drink prohibited:**

32. A person shall not navigate any vessel in the Harbour whilst under the influence of drink or drugs to such an extent as to appear incapable of taking proper control of the vessel.

### **Fishing gear not to obstruct use of Harbour:**

33. No person shall cast or place any drift, trawl or other net in such a position as to be likely to become an obstruction or danger to any property including in particular, but without prejudice to the generality of the foregoing, any vessel or mooring.

**No dragging or grappling without permission:**

34. No person shall drag or grapple for any material or article nor remove the same from the bed of any water area of the Harbour without the written consent of the Harbour Master (subject always to the provisions of Byelaw 23).

**Dumping in Harbour water prohibited:**

35. No person shall deposit or throw into the waters of the Harbour any garbage or other material whatsoever or place it in a position that it can fall, blow or drift into the Harbour.

**Personal watercraft:**

36. No person shall operate or cause to be operated a personal watercraft except with the written permission of the Authority given either specifically or generally and only in areas designated by the Authority and in accordance with such reasonable conditions as the Authority may impose.

**Swimming:**

37. No person shall without good cause swim in the Harbour, (except in those areas designated for swimming,) without the permission of the Harbour Master, which permission shall not be unreasonably withheld. For the avoidance of doubt the master of a small vessel may swim or dive to retrieve objects that have fallen overboard or to effect emergency repairs and maintenance upon the vessel.

**Consent Required for Fishing:**

38. No person shall, without the consent of the Harbour Master, use the Harbour for fishing in any form and any person fishing with such consent shall, before leaving the Harbour, remove any dirt or waste which may have resulted from the process of fishing.

**Water Sports:**

39. No person shall engage in any activity requiring or utilising water sports equipment in the Harbour without the prior written consent of the Harbour Master which authority will only be granted subject to the reasonable conditions that may be imposed by the Harbour Master or by the Authority.

**Climbing on the Harbour or Authority property:**

40.1 Unless expressly authorised by the Harbour Master, no person shall jump, climb, clamber or abseil over any handrail or barrier enclosing any part of the Authority's premises, except when it is necessary to:

40.2 make lawful use of any vertical boarding ladder; or

40.3 tender the mooring of any vessel.

**Bills, posters:**

41. Save with the written permission of the Harbour Master or Authority, no person shall affix or tender any sign, bill, paper or advertisement to or upon any part of the Authority's property.

**Diving Operations:**

42. No diving operation shall be carried out except with the consent of the Harbour Master, which consent shall not be unreasonably withheld.

**Assistance to Fire and other Services:**

43. The master of a vessel shall give every reasonable facility and assistance to the fire, police, ambulance and other emergency services for dealing with, alleviating or preventing any emergency.

**Fire Precautions:**

44. The master or owner of a vessel shall take all reasonable precautions for the prevention of accidental fire or accidents by fire.

**Obstruction of the Harbour Master or Officers of the Authority:**

45. No person shall intentionally obstruct any officer or employee of the Authority or the Harbour Master in the execution of its or his duties.

**Meetings:**

46. Except with the consent of the Harbour Master no person shall within the Inner Harbour or Harbour take part in any general meeting or gather together with other persons, or deliver any address to an audience or gather together any persons whereby any work or business at the Harbour or the control, management or use of the Harbour is, or is likely to be, obstructed, impeded or hindered. However, this byelaw number 46 shall not apply to any meeting held for the purpose of, or in connection with, requirements under the Health & Safety At Work Act 1974 (as amended) or any regulations made under that Act.

**Unauthorised Trading Prohibited:**

47. No person shall ply for hire or reward or engage by way of trade, in buying or selling any goods, property or services in or on the Harbour premises without the written consent of the Harbour Master.

**Dogs and Animals:**

48. No person shall without the prior written consent of the Harbour Master take, drive or entice any dog or other animal onto the Harbour unless, in the case of a dog only, it is carried or held on a leash.

**Bicycles and other wheeled items:**

49. No person shall ride a bicycle or wheeled mode of transport on the quay, and for the avoidance of doubt this includes skateboards, scooters, trikes and any other wheeled item powered by the user. Except when the item is used as a mobility aid.

**No Missiles**

50. No person shall throw stones or other missiles or discharge any gun, pistol or other arms loaded with shot, slug or other destructive material (other than a distress signal) in or over the Harbour or in any property of or under the control of the Authority.

**No Fireworks:**

51.1 No person shall in the Harbour or on the Authority's premises, ignite any firework or other explosive substance provided always that this byelaw number 51.1 shall not preclude the public use of any lawful distress signals or a starting gun loaded with blank cartridges, or pyrotechnic displays expressly authorised by the Harbour Master.

51.2 No person shall in the Harbour set off distress flares or pyrotechnics (except in emergency situations or with permission of the Harbour Master).

**No Playing of Sound Instruments in Inner Harbour:**

52. No person shall except with the permission of the Harbour Master or Authority when in the Harbour, or on any vessel lying in the Inner Harbour or alongside the pier, play any instrument of music or operate or cause to be operated any loud speaker, CD player, amplifier or similar instrument provided that nothing in this byelaw shall prevent the use of an amplifier or similar instrument for the purpose of navigation or in emergencies.

### **Vessels not to obstruct boat races:**

53.1. The master and owner of every vessel in the Harbour, on the occasion of any boat race, regatta, public procession or any other occasion when a number of vessels are assembled therein, shall not permit their vessel to pass so as to obstruct, impede or interfere with the boat race, regatta or procession or endanger the safety of persons assembled in the Harbour. However nothing in this byelaw shall prevent the application of the Collision Regulations.

53.2. All regattas, races or similar events shall be conducted on recognised courses in accordance with the conditions and times previously approved by the Harbour Master.

53.3. The Harbour Master may cancel or alter any condition or event referred to at sub-clause 53.2, on giving reasonable notice to the organiser, at least seven days before the proposed date of the event.

53.4. The Harbour Master may delay, postpone or cancel any event in consultation with the organiser in the case of bad weather or other condition that may affect the safe navigation of vessels or in joint agreement between the Harbour Master and organiser where the safety of participants is in issue.

### **Penalties:**

54.1 Any person who contravenes or otherwise fails to comply with any of these bye-laws or any condition, requirement or prohibition imposed by the Authority or the Harbour Master in the exercise of the powers conferred upon them or him by these byelaws, shall be guilty of an offence and be liable on conviction before a court of summary jurisdiction, to a fine not exceeding Level 3 on the standard scale.

54.2 Where the commission by any person of any offence under these byelaws is due to the act or default of some other person, that other person shall be guilty of an offence; and that other person may be charged with, and convicted of, the offence by virtue of this byelaw whether or not proceedings for the offence are taken against any other person.

54.3 In any proceedings for an offence under these byelaws, it shall be a defence for the person charged to prove that:

54.3.1 he took all reasonable precautions and exercised all due diligence to avoid the commission of such an offence; or

54.3.2 he had a reasonable excuse for his act or failure to act.

54.4 If in any case the defence provided under sub-para 53.3 of this byelaw involves the allegation that the commission of the offence was due to the act or default of another person, the person charged shall not, without leave of the court, be entitled to rely on that defence unless, within a period ending seven clear days before the hearing, he has served on the prosecutor a notice in writing giving such information identifying or assisting in the identification of that person.

**Payment of Harbour Revenues:**

55. Harbour revenues shall be paid promptly to the Authority without any set off or reduction whatsoever. In the event payment is overdue the Authority may charge interest at the rate of four per cent (4%) above the Bank of England base rate for the time being in place.

**The Crown, Duchy of Cornwall and Lords of the Admiralty:**

56. Nothing in these bye-laws, and nothing done under any provisions hereof, shall in any respect prejudice, the rights and interests of the Crown, the Duchy of Cornwall or the Lords of the Admiralty.

**Revocation of Byelaws:**

57. The Saint Mawes Pier and Harbour Company (General) Byelaws 1979 confirmed on 5 February 1979 are hereby revoked.

The Common Seal of the  
Saint Mawes Pier & Harbour  
Company was hereto affixed  
the    day of                    2010

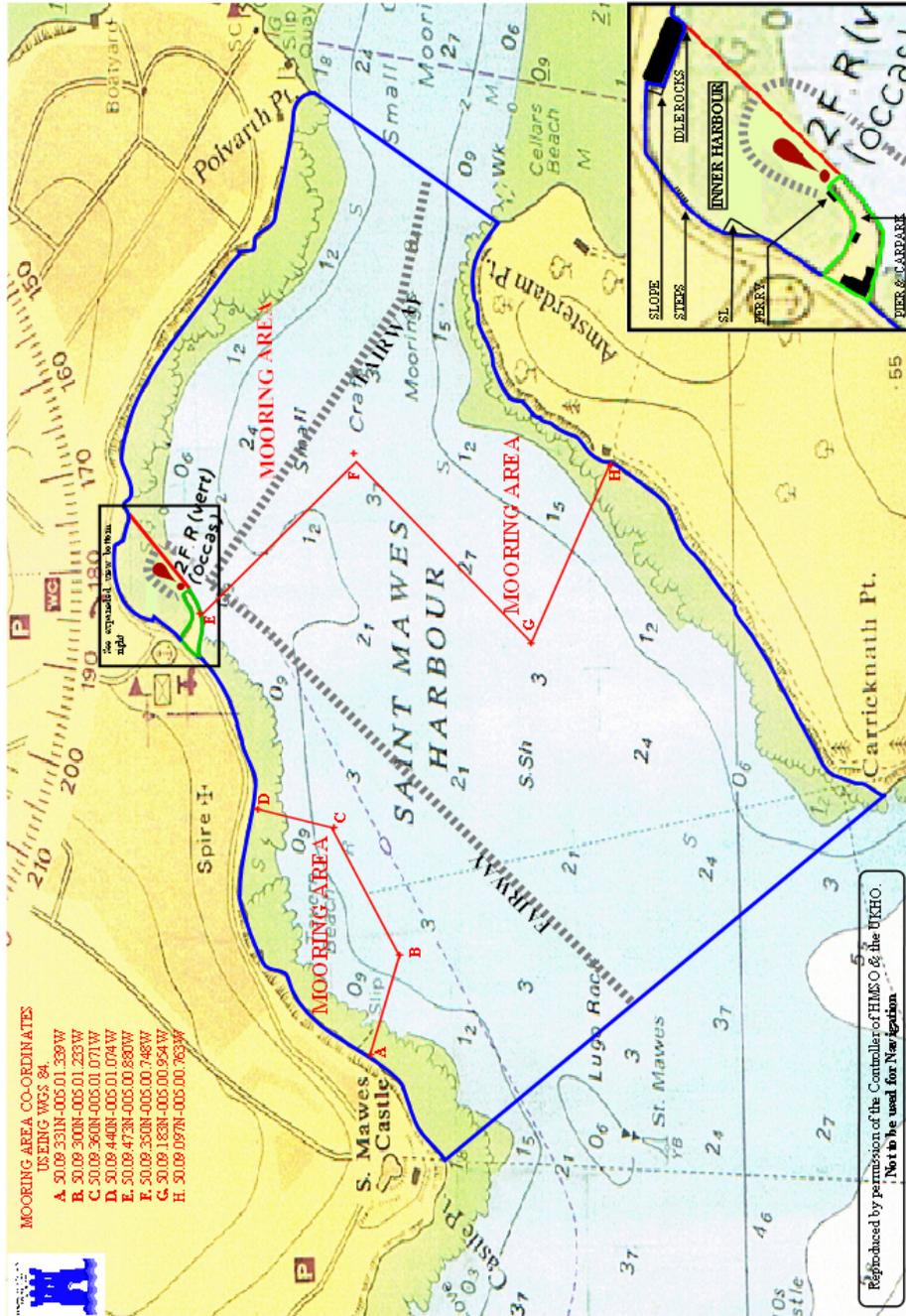
Director .....Bill Whitton  
Secretary.....Richard Wain

The Secretary of State for Transport hereby confirms the foregoing bye-laws.

Richard Bennett.

.....  
Signed on behalf of the Secretary of  
State for Transport this:  
                  day of                    2010

**SCHEDULE I  
TO SAINT MAWES PIER AND HARBOUR COMPANY (GENERAL) BYELAWS 2010**



**SCHEDULE II  
TO SAINT MAWES PIER AND HARBOUR COMPANY (GENERAL) BYELAWS  
2010**

**MOORING RULES**

1. Application for use of a mooring must be made on a form obtainable from the Harbour Master which must be completed by the owner of the vessel or, in the case of shared ownership, by the majority shareholder or his nominee or one equal shareholder, to whom correspondence will be addressed.
2. Mooring fees are payable in accordance with the provisions of the Saint Mawes Pier and Harbour Orders 1855 and 1934, the Harbours Act 1964 and Byelaws made under enactments by the Saint Mawes Pier and Harbour Company. Such fees are calculated in accordance with the size, type, and surface area required for a mooring, and these fees are reviewed annually.
3. All fees must be paid within 30 (thirty) days of notification that a mooring or mooring site has been allocated and the current annual plaque must be displayed upon the vessel. The Company reserve the right to cancel any allocation if the fees are not paid within this period.
4. Saint Mawes Pier and Harbour Company visitor moorings are allocated on a daily or weekly basis during the season. Managed moorings are allocated on a seasonal basis from 1<sup>st</sup> April to the 31<sup>st</sup> October. Mooring sites are allocated for one year as from the 1<sup>st</sup> April
5. The name of the vessel shall be clearly displayed on the vessel and the mooring buoy will be clearly marked with its number only.
6. Moorings or mooring sites must not be assigned or lent to others, without the permission of the Harbour Master.
7. Mooring sites are not transferable. They are licensed to an owner, for his named craft, and are not to be assigned to a third party without permission of the Harbour Master.
8. In the event of the vessel changing ownership, the right to that mooring site or mooring shall cease, but the original owner will have use of the site or mooring for the remaining period of the allocation for another vessel suitable for that mooring or site.
9. The allocation of a mooring site for a particular vessel shall last for the stated period and shall cease on the 31<sup>st</sup> March annually, before which date an application for renewal must be made.
10. All vessels are to hold Third Party Liability Insurance to cover the mooring period. The minimum sum insured is to be £1 Million (£1,000,000) and proof of insurance must be presented to the Harbour Master if requested.

11. Privately laid moorings must be designed, and maintained so as to hold the registered vessel safely in the worst weather conditions which may reasonably be expected. Annual inspection and maintenance must be carried out by a warranted contractor.

12. Saint Mawes Pier and Harbour Company and its officers and servants shall not be held liable for loss or damage to or caused by any vessel or its contents except such as may be directly attributable to any failure of its equipment due to the neglect or negligence of the Company or its officers or servants.

13. Failure of an owner to use a mooring for the registered vessel for one year will result in forfeiture of the facility.

14. Moorings lent or assigned with the Harbour Master's permission and in accordance with clause 6, will be subject to an additional 25% fee.

15 The Harbour Master reserves the right to charge visitor fees to any boat using a mooring that it is not registered to use.

16 A mooring is to be used for one vessel and its tender only.

17 Notwithstanding any other sanctions available to Saint Mawes Pier and Harbour Company and/or the Harbour Master, breach of, or non-compliance with any of these Mooring Rules may result in the forfeiture of the mooring facility.

#### **Information**

Boat owners are advised not to change their craft without first ascertaining whether their mooring or mooring space is suitable for the replacement vessel.

The distance between moorings is so calculated as to provide clear swinging room for the vessels authorised to occupy them under normal circumstances. There may, however, be conditions of wind and tide in which adjacent vessels may make contact with one another. In accepting a mooring or mooring site, a vessel's owner must accept this possibility and shall indemnify the company and its officers and servants against claims for damage so caused.

Notwithstanding Item 6, 13 and 14 the Harbour Master may allow a mooring or mooring site to be assigned, or left unused for a season, if a written request is made to and subsequent approval received from the Harbour Master.

#### **Saint Mawes Pier and Harbour Company**