

Vale of White Horse District Council

Abingdon Moorings Policy

Introduction

1. This is a policy for managing the moorings that the Vale of White Horse District Council owns on the River Thames at Abingdon at: Abbey Meadow, Hales Meadow, Rye Farm Meadow and Wilsham Road.

Background

2. The council has for many years made its moorings available to visiting boaters and has taken action to make sure that boaters do not overstay and restrict the space available for new visitors. However, the council has not, until now, had a formal policy that sets out the terms and conditions for the use of its moorings.

Objectives of the mooring policy

3. The primary objective of this moorings policy is to encourage more visiting boaters to moor at Abingdon and peacefully enjoy the moorings, the town and surrounding area.
4. This will be achieved by a policy that allows boaters to moor their boat free of charge in Abingdon for a reasonable amount of time but discourages overstaying or any misuse of the moorings.
5. The secondary objective of this mooring policy is to provide suitable moorings for local Vale of White Horse residents to moor their boats.
6. This will be achieved by a policy that allows boaters to pay an annual fee to moor their boat at a designated permit area at Wilsham Road.

Definitions for this policy

7. "Council" means the Vale of White Horse District Council or its successors.
 8. "Boater", "Boat Owner" or "User" means the legal owner, hirer, user, or person in control of a vessel.
 9. "Vessel" refers to all powered or non-powered boats, canal boats, barges, cabin cruisers, hire boats, rowing and sailing boats, tugs, steamers, launches or any craft designed for travelling on water.
 10. "Mooring Sites", "Mooring" and "Moorings" are the council owned moorings at Abbey Meadow, Hales Meadow, Rye Farm Meadow and Wilsham Road on the River Thames (the extent of which are shown on the appended map).
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General conditions applying to all mooring sites

11. The boat owner or user shall ensure that the vessel is registered with the Environment Agency for use on the River Thames and is at all times is clearly displaying a current and valid registration plate whilst the vessel is on the mooring.
 12. All boat owners or users agree to the terms and conditions on moorings that may be issued by the council from time to time and will adhere to all instructions given by its staff or its representatives.
 13. Vessels “doubling up” on moorings are not to cause an obstruction.
 14. No car, trailer or other vehicle can be parked near to or adjacent to a vessel except in designated car parking spaces.
 15. The boat owner or user shall position or reposition their vessel in accordance with any directive which may be given by the council’s staff or their representatives.
 16. The boat owner or user shall keep their vessel at all times in a clean and tidy, sound and watertight condition and shall moor the vessel in a good and sufficient manner and take all such other steps as may be necessary for the safety thereof, particularly in times of flood, frost, ice, storm or other adverse conditions and accept all responsibility with regard to such mooring.
 17. The boat owner or user shall not cultivate, camp upon, erect buildings, create barbeques or fires or otherwise occupy the council’s land or pavement alongside the moorings.
 18. The boat owner or user shall not place or allowed to be placed in the River Thames, or on or adjacent to any part of the council’s land any post, pile, stage, pontoon or any other work whatsoever, except with and in accordance with the permission of the council.
 19. The boat owner or user shall not do, or permit to be done on or near the vessel, anything that may cause damage, danger, nuisance or adversely affect use and enjoyment to persons on or about the River Thames
 20. No refuse shall be thrown overboard or left on the riverbank, pavement or car parks, or disposed of in any way than in the receptacles provided by the council. Items such as batteries, oil, corrosive and hazardous materials shall be the responsibility of the boat owner or user to dispose of away from the council’s land via an approved waste management contractor.
 21. No sewage shall be discharged at the moorings.
 22. No part of the council’s property or premises, or the moored vessel shall be used by the boat owner or user other than for the purpose of mooring the vessel and for gaining access on foot to and from the vessel.
 23. The boat owner or user shall seek the council’s permission before using the vessel or any part of the council’s moorings for commercial or business activity.
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Commercial and business activity is defined as any trade that takes place on the vessel or from the vessel to members of the public alongside the mooring.

24. No work shall be done to the vessel whilst at the council's moorings (unless with prior written consent of the Vale Council which may be withheld at its sole discretion), other than minor running repairs or minor maintenance of a routine nature by the boat owner or user or their crew. Minor running repairs or routine maintenance should not cause any nuisance or annoyance to other users of the River Thames or any other person in the vicinity.
 25. The council reserves the right to require the boat owner or user to remove their vessel at any time should it become necessary to do so in connection with the exercise of its statutory functions.
 26. The council shall not be liable whether in contract, tort or otherwise, for any loss, theft, vandalism or any other damage of whatever nature caused to any vessel or other property of the boat owner, users or others claiming through the boat owner except to the extent that such loss, theft or damage may be caused by the negligence or wilful act of the council or those for whom the council is responsible.
 27. The boat owner or user shall pay for all loss, damage, costs, claims or proceedings incurred by or instituted against the council, its employees or agents which may be caused by the vessel, or by the boat owner or user, his employees, agents, crew, guests or contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the council or those for whom it is responsible.
 28. The boat owner or user shall not be entitled to any compensation from the council for damage to the vessel, or loss or damage to anything thereon, occasioned directly or indirectly by reason of any fluctuation, diversion or alteration in the level, or direction of flow of water in the River Thames or by any works or operations of the council in exercise of any statutory or other power whatsoever.
 29. Neither the council nor its staff, are in any way responsible for the safety or custody of a vessel and the gear or fittings or other property thereon.
 30. The council gives no warranty that the moorings are fit for the permitted use and shall not be liable for any injury or any damage to any property of or any lesser claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the boat owner or user.
 31. The council has the right to exercise a general lien (legal claim) upon any vessel and/or property of the boat owner or user whilst in or on the council's mooring site, until such time as any money due to the council in respect of the vessel and/or other such property on account of rental, storage, commission, access or berthing charges, work done or otherwise is paid.
 32. The council has the right to monitor and record the use of its moorings in accordance with the Data Protection Act 1998 and any subsequent data protection legislation.
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33. The use of the council's moorings shall not in any way create a relationship of Landlord and Tenant or create any rights or obligations other than as expressed in this policy.

Special conditions relating to temporary moorings

34. The council's moorings at Abbey Meadow, Hales Meadow and Rye Farm Meadow are allocated for temporary mooring. Wilsham Road is allocated for moorings for Vale of White Horse district residents.
35. The council's moorings at Abbey Meadow, Hales Meadow and Rye Farm Meadow can be used **free of charge** for a **maximum of three nights**.
36. No mooring at the council's moorings at Abbey Meadow, Hales Meadow and Rye Farm Meadow shall be longer than **three nights**, without the prior permission of the council.
37. Boat owners or users who moor for more than the **maximum of three nights** may be subject to action by the council.
38. Boat owners or users, who return to any of the temporary moorings at Abbey Meadow, Hales Meadow and Rye Farm Meadow **within three nights** of their boat having been previously moored at Abbey Meadow, Hales Meadow and Rye Farm Meadow, without the prior permission of the council may be subject to action by the council.
39. An accessible mooring berth is available at the top of Wilsham Road and it is subject to these temporary moorings restrictions.

Special conditions relating to moorings for local residents

40. The council has allocated some moorings at Wilsham Road for Vale of White Horse residents' mooring, available on an annual basis. The extent of these moorings is shown on the appended map. These moorings cannot be used at any time without the prior written permission of the council.
41. The boat owner or user must apply in writing (using the attached application form) to use the council's local resident moorings. The application must include:
- the name and address of the owner
 - the name of the boat,
 - the Environment Agency registration number,
 - the length of the boat (in metres),
 - the reason for needing a residential mooring at Abingdon.
42. The boat owner or user allocated a mooring at Wilsham Road shall pay an annual mooring fee. The mooring fee will be reviewed on a regular basis.
43. The boat owner or user will not occupy the mooring for residential purposes.
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44. Applications should be made between 1 September and 31 October each year. After this time, applications will only be considered if spaces are still available.
45. As mooring space is limited, preference will be given to boat owners or users who are resident in the Vale of White Horse District Council area. After the first year, those who have previously had a local resident mooring at Wilsham Road with no issues will be given first priority to renew, as long as their residential status has not changed. The council will consult the electoral register to confirm place of residence. The council's decision is final.
46. Successful and unsuccessful applicants will be notified by 30 November each year.
47. The fee must be paid by at time of application by cheque to "Vale of White Horse District Council". In the event of an application being unsuccessful the cheque will be returned to the applicant after 30 November. Moorings will be allocated from 1 January for a year, to the boat owner.
48. The fee will not be refunded if the mooring is not used, pro-rata refunds will not be made if the mooring is not used for the maximum period.
49. Boat owners or users allocated a mooring at Wilsham Road must only use the mooring space that is allocated to them by the council.
50. Boat owners or users allocated a mooring at Wilsham Road must remove the boat specified in the application, if it is sold or hired to another person.
51. Boat owners or users allocated a mooring at Wilsham Road are not permitted to allow any vessel other than the boat described in the application to have use of the mooring.
52. Boat owners who do not renew their annual mooring allocation must remove their boat from the allocated mooring by 31 December, unless they have the prior written permission of the council to remain for a specified period, to avoid incurring action by the council.

Review of this policy

53. This policy will be reviewed periodically as part of the council's business planning process.

Communication of this policy

54. This policy and any subsequent amendments is available to view on the council website, www.whitehorsedc.gov.uk/moorings
 55. The following important terms will be publicised on permanent signage located at all the council's moorings:
 - maximum stay period
 - no return period
 56. For further information about this policy please contact council on 01235 422422 or email moorings@southandvale.gov.uk.
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