



# Percuil River Moorings Limited

c/o The Harbour Office • The Quay • St Mawes • Truro • Cornwall • TR2 5DG

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## **Mooring Licence Conditions - From 1<sup>st</sup> January 2022**

Percuil River Moorings Limited is a locally run, mooring licence operation whose purpose is to manage the fundus in order to supply self-managed, non-maintained and cost effective moorings for mainly local users.

It is intended that the benefits derived by Licensees from the unique nature of Percuil River Moorings Limited are not exploited, and the Company depends on all those involved not circumventing its principles of operation and acting at all times within the spirit of its aims.

The Company will give sympathetic consideration to particular cases not catered for in its Licence Conditions. It will try to ensure that individual Licensees are informed and consulted when changes to his/her particular moorings are being considered.

### **1) Mooring Licences**

The Company issues five classes of Mooring Licence.

#### **a) Licence Class A**

- i) A Licence Class A will be issued each year to a Licensee renewing a Licence Class A.
- ii) A Licence Class A may be renewed annually by the Licensee until 2031, provided that the Company's Licence Conditions have been met.
- iii) A Licence Class A may not be transferred or sold to a Third Party by the Licensee.
- iv) A Licence Class A mooring may be used by a Sub-Licensee by arrangement with the Company, or a Boatyard.
- v) From April 2014, if the mooring is not used in any season, the licence may be reallocated by the Company.

#### **b) Licence Class C**

##### **Licence held by one of the three boatyards**

- i) The Licensee is deemed to be the boatyard and if the ownership of the boatyard changes the mooring remains licensed to that boatyard and may be renewed annually by the Licensee until 2031, provided that the Company's Licence Conditions have been met.
- ii) A Licence Class C may not be sold.
- iii) A Licence Class C mooring may be used by a Sub-Licensee by arrangement with the Boatyard.

#### **c) Licence Class SC**

##### **Issued to a boatyard on an annual basis**

- i) A Licence Class SC will only be issued where there is no demand for it as a Licence Class S from the waiting list.
- ii) A Licence Class SC may only be granted to a boatyard.
- iii) A Licence Class SC may be offered for renewal annually to the Licensee until 2031 provided that the Company's Licence Conditions have been met and that there is no demand for it as a Licence Class S that the Company cannot, in its absolute judgement, meet by offering an alternative reasonable mooring.
- iv) A Licence Class SC may not be transferred or sold to a Third Party by the Licensee.
- v) A Licence Class SC mooring may be used by a Sub-Licensee by arrangement with the boatyard.
- vi) The Class SC Licensee is required to maintain the mooring tackle to the Minimum Mooring Specification. This will preserve its value for the ex-Licensee who will remain the owner of the mooring tackle until the mooring is allocated to a new Class S Licensee. The mooring tackle will then be transferred as normal.
- vii) Qualifying moorings will be offered to the boatyards for renewal during March each year ie. after the 'hand-back' date of 31 October of the previous year and after the Allocations Committee has had time to consider new allocations.

#### **d) Standard Licence (Class S)**

##### **Issued to a Licensee allocated a mooring from the Waiting List, and the Licence for a mooring previously known as an Annually Rented Mooring**

- i) A Standard Licence (Class S) may be renewed annually by the Licensee until 2031, provided that the Company's Licence Conditions have been met and the mooring is being used each season.
- ii) A Standard Licence may not be transferred or sold to a Third Party by the Licensee.
- iii) A Standard Licence mooring may be used by a Sub-Licensee for no more than one year and by arrangement with the Company.
- iv) The mooring must be used for more than 10 weeks in a Licence year or the licence will not be renewed and the

mooring reallocated.

## **e) Sub-Licence**

- i) A Sub-Licence is issued by the Company or a Boatyard when a mooring is to be used by someone other than the mooring Licensee.
- ii) A Licensee wishing to allow a Sub-Licensee to use a mooring must declare this when the Licence is renewed and contact the Company Secretary to ask for a Sub-Licence Application Form.
- iii) There is a £30 administration fee for the first issue of a Sub-Licence to a particular sub-Licensee by the Company. At the Company's discretion this fee may be waived, but only if the Licensee informs the Company of the proposed sublet prior to any boat being put on the mooring.

## **2) The Licensee**

- a) The Licensee must be identified on the Licence.
- b) The Licensee for a Licence Class A may be an individual, two or more co-licensees, a family of family members, a boat-owning syndicate, or a sailing club. The Licensee for a Standard Licence may only be an individual or not more than two co-licensees.
- c) The Licensee for a Licence Class C can only be one of the three Percuil River Boatyards, namely Freshwater Boatyard, Percuil Boatyard and Polvarth Boatyard.

## **3) The Sub-Licensee**

- a) The Sub-Licensee must be identified on the Sub-Licence.
- b) The Sub-Licensee is subject to the Licence Conditions.

## **4) Licence Conditions**

### **a) General**

- i) The right to moor the boat identified in the Licence extends from 1st April in the year of issue to 31st March of the following year only and is subject to renewal each season at the absolute discretion of the Company.
- ii) The boat moored must be registered with the Company for that mooring.
- iii) The Company reserves the right in its absolute discretion to refuse any application for a licence without giving any reason for doing so.
- iv) The Licence returns to the Company for re-allocation if it is not renewed or if the Licence Conditions are not met.
- v) Any formal communication with the Licensee from the Company shall be deemed to be lawfully served if sent by recorded delivery to the last known address of the Licensee. An administration charge may be levied in the case of repeated communications.
- vi) The Company reserves the right to require the Licensee to remove his/her boat at any time, should it become necessary to do so in connection with the exercise of its functions, or should there be any breach of any of these Conditions by the Licensee.
- vii) The Licensee indemnifies the Company and its servants against all costs or claims arising as a consequence of the Licensee's use of the mooring.
- viii) The Company reserves the right to change these conditions at any time.

### **b) Safety and the environment**

- i) The Licensee shall not permit the discharge of any sewage, rubbish, fuel, oil or other pollutant from the boat.
- ii) The Licensee shall not permit the use of any noisy or noxious apparatus on the boat.
- iii) The Licensee shall ensure that all using the boat do not behave in such a way as to cause a nuisance, disturb or otherwise offend others.
- iv) The boat's halyards and other rigging shall be secured so as not to cause a nuisance or annoyance to others.
- v) Boats moving in the river shall be handled in a seamanlike manner.
- vi) Boats moving within the river must observe the speed limit of 5 knots and bye-laws of the Truro Harbourmaster.
- vii) It is the responsibility of the Licensee to ensure that any exposed propeller associated with his/her mooring does not cause damage to another vessel. Upon request from a third party, PRML retains the right to require a licensee to protect an exposed propeller as a condition of his/her Licence.
- viii) The Licensee shall warrant to the Company that it has (and will continue to have throughout the Season) adequate insurance for the boat (and any damage to other river users). The Licensee shall produce evidence of such insurance upon request by the Company.
- ix) The Licensee uses the mooring entirely at his/her own risk and the Company accepts no responsibility for the safety of the boat moored.
- x) The Licensee must ensure that the boat is left properly moored and secure when not in use.
- xi) The Licensee shall be responsible for ensuring that any high sided/shallow draft/low displacement boat (such as lightweight fishing/river cruisers) on his/her mooring responds to wind/tide in a similar manner to neighbouring boats by deploying a sea drogue if required. The Company may, at any time, direct that a sea drogue must be used by a given boat on a given mooring.

### **c) Liability and insurance**

- i) The following provisions set out the entire financial liability of the Company (including any liability for the acts or

- omissions of its employees, agents and any sub-contractors) to the Licensee in respect of:
- any breach of the Company's conditions under this licence;
  - any representation, statement or tortious act or omission including negligence arising under or in connection with the Licence; and
  - any loss, theft, or any other damage of whatsoever nature caused to any vessel or other property of the Licensee, or others claiming through the Licensee.
- ii) All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Services Act 1979) are, to the fullest extent permitted by law, excluded from this licence.
- iii) Nothing in these conditions excludes or limits the liability of the Company:
- for death or personal injury caused by the Company's negligence;
  - under section 2(3), Consumer Protection Act 1987;
  - for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - for fraud or fraudulent misrepresentation.
- iv) The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising howsoever in connection with this Licence shall be limited to the amount of the Company's insurance cover from time to time in place for risks of this nature.
- v) The Company shall not be liable to the Licensee for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Licence.
- vi) The Licensee shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by or instituted against the Company or its servants, agents, crew, guests, or sub-contractors, except to the extent that such loss, damage, claims, costs, or proceedings may be caused by the negligence or wilful act of the Company or its employees or agents.
- vii) The Licensee shall maintain third party insurance in respect of himself/herself and of each of his/her vessels, his/her crew for the time being, and his/her guests, visitors, agents, and subcontractors in a sum of not less than £2,000,000 in respect of each accident or damage, and in respect of each vessel, adequate salvage insurance.
- viii) Notwithstanding these conditions, the Licensee shall promptly notify the Company in writing of any circumstances which become apparent which might cause damage to any craft or moorings.
- ix) The distance between moorings is judged so as to provide clear swinging room for the boats licensed to use the moorings under normal circumstances. There may, however, be conditions of wind and tide in which adjacent boats may make contact with each other. In accepting a mooring, a boat's owner must accept this possibility and indemnify the Company against claims for damage so caused.
- x) No express or implied obligation or duty shall be imposed on the Company by virtue of any of the terms of this Licence and without limitation the Licensee acknowledges that the Company shall not be required to enforce any like terms as contained in this Licence or on any other Licensees of moorings on the river.

#### **d) The boat using the mooring**

- i) The mooring shall be used for a single boat.
- ii) The boat using the mooring shall be identified to the Company and identified on the Mooring Licence.
- iii) The overall length of the boat using the mooring shall not exceed the authorised length of the mooring. The boat's overall length is the distance from the stemhead fitting to the aft-most extremity of the boat. This may be the transom, or the aft end of a platform, raised engine, mizzen boom, rudder, davits, bumpkin, or any other part of the boat protruding aft. It does not include the bowsprit.

#### **e) Change of boat**

It is a condition of the Licence that the Company approves a change of boat. This is to ensure that the new boat is suitable for the particular mooring position. Requests for this approval should be sent to the Company.

#### **f) The mooring**

- i) The position of the mooring shall be determined by the Company at its absolute discretion from time to time and may be re-positioned by the Company at any time. Whenever possible the Company will discuss with the Licensee in advance of the intention to move the mooring.
- ii) The Licensee shall provide and maintain the mooring tackle to the Minimum Mooring Specification.
- iii) The scope of the mooring shall be kept to a minimum, by the use of suitably weighted chain and the minimum length of mooring strop, such that the moored boat does not come into contact with other moored boats on the river, nor obstruct the navigation channels. Further details are shown in the Mooring Contractor Guidelines and the Minimum Mooring Specification.
- iv) All moorings for use in the year must be serviced and inspected annually in the spring, ideally just before being brought into use and always before a boat is attached. In addition, if a mooring is to be used between 31 October and 1 April, it shall be checked beforehand during the autumn and not later than 31 October in addition to being given its annual spring service.
- v) The Licensee may be asked to provide the Company with evidence that the mooring has been serviced and inspected by an Approved Mooring Contractor. The Approved Mooring Contractor must certify:
- the mooring is in a condition suitable for the boat using the mooring and the mooring site for the following twelve months;
  - the mooring buoy is light coloured, clearly visible and of adequate size and buoyancy;

- the mooring buoy is clearly marked with the mooring number as given in the Licence.
- vi) Moorings not marked with the correct mooring number may be removed by the Company.
- vii) Any sunk mooring must have its position indicated by a marker buoy clearly marked with the mooring number.

#### **g) Change to approved length of moorings**

In general, requests to increase the approved mooring length are refused. Any request for an extension must be accompanied by a non-returnable administration fee of £25. In congested areas of the river, requests to reduce the approved mooring length are likely to be agreed: there is no administration fee for requests to reduce the approved length.

#### **h) Approved Mooring Contractors (AMCs)**

A list of AMCs is available from the Company.

An AMC must meet the following criteria:

- i) to the complete satisfaction of the Company provide evidence of, or already be known to have sufficient knowledge and experience to, lay and maintain moorings in the Percuil River.
- ii) have and use suitable equipment to lay and maintain moorings in the Percuil River.
- iii) for cases where there are limitations to the equipment available, limitations on the type of moorings to be checked and maintained by the mooring contractor will be imposed.
- iv) be suitably insured to cover the risks associated with such activity (and the Company reserves the right to have sight of evidence of such insurance upon request).
- v) accept the conditions contained in his/her Annual AMC Authorisation letter from the Company.

#### **i) Procedure for the renewal of a Licence**

- i) Application Forms and Invoices to renew Licences are sent to Licensees during March/April.
- ii) If a Licensee intends not to renew his/her Licence, he/she must notify the Company by 31 October of the previous year; otherwise he/she may be liable for the Licence fee for the forthcoming year.
- iii) In addition to details of the Licensee, the Application Form requires the following information:
  - details of the boat using the mooring;
  - a declaration that the boat is adequately insured;
  - a declaration that the mooring has been serviced and inspected by an AMC.
- iv) The Application fee shall be sent to the Company before the 16 May each year, and failure to do so may result in financial penalties being imposed or the licence being offered elsewhere.

#### **j) The allocation of a Standard Licence to a new Licensee**

- i) A Standard Licence is issued to a new Licensee as described in 1 d) above.
- ii) The allocation of the Licence is governed by the operation of the Waiting List.
- iii) The Company may, at its discretion, charge a registration fee of £30 for a new Licence.
- iv) The Company will act as the agent for the transfer of the mooring tackle between the former Licensee and the new Licensee. The mooring tackle will belong to the Licensee but may only be transferred in accordance with the provisions of these conditions.
- v) The transfer of the mooring tackle is paid only at the rate calculated as in 4 k) below.

#### **k) Payments for mooring tackle**

- i) When a Class A Licensee or Class S Licensee wishes to give up his/her mooring licence, the Company will identify the next Licensee using the Waiting List. The Company will act as agent for the transfer of the mooring tackle between the former Licensee and new Licensee. The former Licensee will receive a payment for the mooring tackle which will relate to the length of the mooring and condition as shown in ii) below. Payments to the former Licensee for mooring tackle will not be made until the Company has received payment, acting as agent for the former Licensee, from the new Licensee.
- ii) If the former Licensee can produce evidence that the mooring meets the Minimum Mooring Specification and has been serviced and inspected by an AMC for the forthcoming, the payment will be:
  - £1000 for a 30 foot mooring
  - less £20 per foot for every foot the mooring is below 30 feet,
  - or plus £25 per foot for every foot the mooring is over 30 feet.
- iii) If the former Licensee cannot produce evidence that the mooring has been serviced and inspected by an AMC for the forthcoming season the Company, acting as agent for the former Licensee, will arrange for this to be done and reduce the payment to the former Licensee by the cost of servicing the mooring plus an administration fee of £30.

#### **l) The Waiting List**

- i) Applicants to join the Waiting List complete an application form available from the Company and pay a registration fee of £30.
- ii) Applicants will be contacted from time to time and asked to confirm that they wish to remain on the Waiting List.

#### **m) Communications with the Company**

- i) Written communications are to be sent to:  
**Percuil River Moorings Limited, c/o The Harbour Office, The Quay, St Mawes, Truro, TR2 5DG**
- ii) The email address is [contact@percuilriver.co.uk](mailto:contact@percuilriver.co.uk).