



# Weymouth Harbour

## WEYMOUTH HARBOUR CONDITIONS OF BERTHING, RULES AND REGULATIONS 2022



### WEYMOUTH HARBOUR CONTACT DETAILS

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DT4 8BG

**Website:** [www.weymouth-harbour.co.uk](http://www.weymouth-harbour.co.uk)

**Moorings** 01305 838422 [weymouthmoorings@dorsetcouncil.gov.uk](mailto:weymouthmoorings@dorsetcouncil.gov.uk)  
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Weymouth Harbour Authority as part of Dorset Council is committed to protecting personal data; the Privacy Notice can be found on the Weymouth Harbour website or a copy is available from the Harbour Office.

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## PART ONE

### 1.0 Definitions

<b>Berth</b>	means the water space or shore space allocated to the Owner by the Harbour Master for the mooring of the Vessel during the term of the Licence. The general term “Berth” applies to Commercial, Leisure and Visitors’ Berths.
<b>Charges</b>	means the charges payable to the Council by the owner or berth holder as set out in the scale of charges.
<b>Commercial Berth</b>	means a berth for a Vessel that is used as part of a recognised business and is correctly certified for the task assigned.
<b>Commercial Vessel</b>	<p>means a vessel that is used as part of a recognised business and is correctly certified for the task assigned.</p> <p>The following certification will be required to support a commercial vessel berth application and to be produced as required by the Harbour Master:</p> <p><b>Fishing Vessel</b></p> <ul style="list-style-type: none"><li>• Certificate of Registry</li><li>• Fishing Vessel Licence</li><li>• Fishing Vessel Safety Certificate (with in-date annual self-certification)</li></ul> <p><b>Other Commercial Vessel</b></p> <ul style="list-style-type: none"><li>• Small Commercial Vessel Certificate</li></ul>
<b>Council</b>	means Dorset Council.
<b>Guarantor</b>	means the person who jointly with the Owner shall be liable for payment to the Council of Harbour Dues and other debts raised against a Vessel owned by a Limited or Public Limited Company.
<b>Harbour Master</b>	means the officer duly appointed by the Council, who by virtue of Statutory or Delegated powers is responsible for the day-to-day management of the Harbour.
<b>Harbour</b>	The Harbour of Weymouth, the limits of which include the Harbour premises and are defined in article 6 of the Weymouth Harbour Revision Order 2021 means all the land and water adjacent there to including allocated buildings, slipways, pontoons, finger pontoons, access ways, jetties, car parks, quays and piers known locally as Inner and Outer Harbour of Weymouth. Weymouth

Harbour also includes Weymouth Bay as indicated on Admiralty Chart 2255.

<b>Leisure Berth</b>	means a berth for a vessel that is privately owned and used for leisure and not as part of a business. Some leisure berths may be at times used by commercial vessels.
<b>Leisure Vessel</b>	means a vessel that is privately owned and used for leisure and not as part of a business.
<b>LOA</b>	means the length overall of the Vessel including davits, bowsprits, boarding ladders, sterndrives, tenders, outdrives, anchors, pulpits and pushpits and any other extensions fore and aft of the Vessel.
<b>Owner</b>	means any person or persons or corporate body who shall have received from the Council a Licence to moor a Vessel in a Berth in the Harbour for a stipulated term and purpose including the Owner's visitors agents and contractors.
<b>Term</b>	means the period that the berth is accepted until 31 <sup>st</sup> March. The licence is due for renewal on the 1 <sup>st</sup> April of each year and is offered at the discretion of the Harbour Master.
<b>Vehicle</b>	means any mode of transport including lorry, van, motor car, motor cycle, moped, pedal cycle or trailer.
<b>Vessel</b>	includes every description of craft used or capable of being used as a means of transportation on the water including personal watercraft.
<b>Week</b>	means 7 days including all public holidays.

## **1.2 Interpretation**

- 1.2.1 All headings are for identification and shall not form part of or affect the interpretation of any term or condition of the Licence.
- 1.2.2 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender. Words importing the singular number shall include the plural number. Where there are two or more parties or persons included in the term Owner the undertakings expressed to be made shall be deemed to be made by such person or persons jointly and severally.

**PART TWO**  
**TERMS AND CONDITIONS OF THE LICENCE**

**2.0 Management of the Licence and the Berth**

- 2.1 Conditions of Berthing applies to an owner allocated any berth or mooring for any Vessel, both commercial and leisure.
- 2.2 The Council reserves the right to add to or vary all the terms of this Berthing Licence in order to comply with any statutes, byelaws or other regulations relating to the management of the Harbour. The Council will give the Owner not less than thirty days' written notice of any additions or variations.
- 2.3 The Owner will at all times abide by all statutes, byelaws, or other, regulations in relation to the exercise of the rights and obligations of the Licence.
- 2.4 The Owner ensures that whoever has charge of his Vessel is familiar with and complies with these Conditions of Berthing and any other Harbour regulations from time to time in force.
- 2.5 No person may hold more than one Licence except with the consent of the Council.
- 2.6 A Berthing Licence is entered into for a minimum period of 6 months. There is a 14-day cooling off period from the date on the acceptance of berth form during which period the Owner may terminate the Licence at no cost.
- 2.7 Berthing Licence renewals shall be by the invitation of and at the discretion of the Council.
- 2.8 Temporary berths are subject to minimum periods detailed in the Scale of Charges. All fees are to be paid in advance of occupying the berth and refunds are not available.
- 2.9 All formal notices shall be in writing by letter or email to the Harbour Office, 13 Custom House Quay, Weymouth Dorset, DT4 8BG email: weymouthmoorings@dorsetcouncil.gov.uk or to the Owner at his last notified address or if a Limited or Public Limited Company at its Registered Office. General communications can be by letter, e-mail, telephone call or in person.
- 2.10 Two forms of identification are required on application for a berth, either a valid Passport, Driving Licence or National Insurance number plus a copy of a utility bill with the Owner's name and current address.
- 2.11 The Owner shall provide the Harbour with their current correspondence address, email and telephone contact details, and notify them within 14 days of any changes. This information will be used and retained by the Harbour in accordance with General Data Protection Regulations. Proof

of a change of address is required and should be in the form of a utility bill.

- 2.12 A prompt response is expected at all times and any correspondence with a given timeline must be met.
- 2.13 Calculation of length is the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent. Vessel LOA will be measured by a member of the Harbour staff and the Owner will be contacted and given the opportunity to respond. If the Vessel is found to exceed the stated length an additional invoice will be raised to cover the extra measured length of the vessel.
- 2.14 The Vessel covered by the Licence is the named vessel stated in the Berthing Licence; no other vessel is authorised to use the berth. Any change of vessel must be authorised by the harbour office and be suitable in all respects for the Berth.
- 2.15 The Owner nor any other person shall use the Vessel as his home or as main dwelling. Overnight stays are limited to no more than 35 days per year.
- 2.16 No rights of berthing are transferred upon the sale of the Vessel. If an alternative suitable berth cannot be allocated, the vessel must leave the harbour on completion of the sale.
- 2.17 Upon sale or loss of possession of the Vessel the Owner must immediately notify the Harbour in writing of the name and address of the buyer or new Owner of the Vessel. Until details of the new Owner are provided, the Owner is responsible for all charges relating to the Vessel.
- 2.18 The Owner or his authorised agent must be present when the Vessel or its equipment is viewed or demonstrated for the purpose of sale. The Owner must inform the Harbour Master of a sale within one week of the completed transaction.
- 2.19 The Council retains the right to allocate another vessel temporary occupancy of a marina berth if the berth will be vacant for a period of time.
- 2.20 The Owner acknowledges and agrees that the Council shall have the right to require him to move or re-berth the Vessel for any reason.
- 2.21 The owner acknowledges and agrees that the Council shall have the right to allocate a change of berth at any time to optimise overall berth usage and space management. In these cases where a berth has been allocated that is either too large or too small a more appropriate alternative will be offered at a new location more suitable for the size of vessel. Failure to move may result in additional charges.
- 2.22 The Owner shall keep the Vessel in a good, safe and clean condition (see section 7) The Vessel must be able to proceed under its own power

at all times and shall inform the Harbour Master in writing if for any reason the Vessel is incapable of putting to sea independently and safely.

- 2.23 The Vessel, its dinghy, tender, trailer, cradle and any other equipment shall be clearly and prominently marked with the Vessel's name.
- 2.24 Any tender required to access a pontoon berth or mooring is to have the main Vessel's name clearly marked on the tender. Tenders should only be moored in the approved location. Tenders incur charges as per the Scale of Charges.
- 2.25 The Vessel named in the Licence cannot be used for any private and/or business related activities other than those listed in the Licence. The Vessel shall not be sub-let to third parties, hired out for holiday purposes used as a hotel, B&B or any other related activities. For any change of use, prior written consent of the Council is required.
- 2.26 The Council and the Owner agree that it is not the intention of the parties to create the relationship of Landlord and Tenant and that the Licence is personal to the Owner and is not assignable or capable of being dealt with in any other way.
- 2.27 Nothing in the Licence shall entitle the Owner to exclusive use of any particular Berth and the Owner shall not sub-let, lend or seek to lend or transfer his personal interest (or any part of it) in the Berth other than current Council policy allows.
- 2.28 The Licence relates only to the Vessel whose details are listed in the Berthing Licence and the Owner shall not make any changes during the Term of the Licence without the prior written consent of the Harbour Master. The Owner shall not permit any other person to place a vessel other than the named Vessel in the Berthing Licence.
- 2.29 The Owner of the Vessel shall not use the Vessel named in the Licence for any private and/or business related activities other than those listed in the Licence. The Vessel shall not be sub-let to third parties, hired out for holiday purposes, used as a hotel, B&B or any other related activities.
- 2.30 The access gates to the marina pontoons must be kept closed and locked at all times and not at any time be tied, propped or wedged open. Do not allow access to anyone unfamiliar and inform the harbour office of any suspicious persons attempting to access the pontoons.
- 2.31 Trolleys must be returned to their storage area. No cycles are permitted upon the pontoons; they must be secured in the designated cycle parking area.
- 2.32 Diving and other bulky gear shall be loaded only at the pontoon ramp on Commercial Road or such other place as authorised by the Harbour Master.

- 2.33 Trips of more than 14 days away from the Harbour will require Harbour Master prior notification of the Vessel's expected date and time of departure and return.
- 2.34 Upon the sale of the vessel or whilst it is undergoing prolonged maintenance out of the Berth, the Owner may retain such Berth for the remaining term of the Licence.
- 2.35 All electrical equipment connected to Council supplies at moorings are to be PAT tested and appropriately fused. Further details are provided in the third schedule.
- 2.36 No fixings to, or changes, are to be made to the infrastructure without permission from the Harbour Master; this includes fendering on pontoons and cleats. If something is not right, does not meet the needs or is broken, the Harbour Office should be informed so that it can be investigated. If modifications are made without permission, they may be corrected by the Harbour Office and the cost re-charged to the Owner.
- 2.37 No failure by the Council or its Officers to exercise any power given to it or them or to insist upon strict compliance by the Owner with any obligations shall constitute any waiver of any of the Council's rights under the Licence.
- 2.38 All rights and remedies of the Council shall be conclusive and may be exercised concurrently. A waiver by the Council of any breach by the Owner shall not constitute a waiver of any other breach nor shall any delay of the Council to exercise any rights arising from any breach by the Owner affect or impair the Council's rights in respect of such breach or other breach of any kind.

**3.0 Additional conditions applying to an Owner allocated a Chain and Sinker Mooring:**

- 3.1 Chain and Sinker Moorings are only available to residents in postcode areas DT3, DT4 and DT5.
- 3.2 The mooring is granted for an area of the Harbour set aside for the laying of private moorings and the tackle (laid in the position allocated) must be suitable for the size, weight and material for the Vessel named in the Licence and:
- 3.2.1 The ground tackle must bear the whole weight of the vessel in all conditions. No weight is to be taken by the harbour wall. The vessel is to be moored to the ground tackle at the bow and stern of the vessel.
- 3.2.2 The tackle must be in such condition at all times that it forms no hazard to any Vessel, persons or Harbour Users at any state of the tide and is to be independently inspected every two years at the Owner's expense. A copy of the current inspection report shall be made available.

- 3.2.3 The Council reserves the right to inspect ground and mooring tackle at any time and to make any necessary adjustments, recovering the costs incurred from the Owner.

#### **4.0 Additional conditions applying to an owner allocated Personal Water Craft (PWC's) Mooring**

- 4.1 A berth will only be offered for a jet-ski (personal watercraft) if stored on a versadock system.
- 4.2 PWC berth holders are required to:
- 4.2.1 purchase an annual PWC permit.
- 4.2.2 display a Data Tag number which is to be displayed in a colour that stands out so that the number is clearly visible.
- 4.3 Private PWC docks are charged by length irrespective of berthing position. Twin docks are charged by length times two.

#### **5.0 Waiting Lists**

- 5.1 Waiting lists exist when there is more demand than availability of Berths. The following outline procedure will apply:
- 5.1.1 The applicant completes an Application for Mooring form;
- 5.1.2 When a berth becomes available the customers on the waiting list with compatible vessels are contacted. Those expressing an interest will be offered a berth in priority order; the application date being the order in which the berth is offered.
- 5.1.3 A maximum 2 weeks will be allowed for a customer to respond to any communications relating to the offer after which it will be assumed there is no interest and the next person will be offered the available Berth.
- 5.1.4 If an offer of a suitable Berth is declined the reason will be noted on the list and considered when making future offers.
- 5.2 The Council reserves the right to make an offer not in priority order for any reason.
- 5.3 Berths reserved for customers are subject to a deposit as per the Scale of Charges, refundable on occupation.

#### **6.0 Termination of Berthing Licence**

- 6.1 The Licence shall terminate on the expiry of the Term.
- 6.2 The Owner has the right to terminate the Licence after a minimum period of 6 months. A Termination of Licence Form must be completed and submitted to the Harbour Office giving 28 days' notice. Upon receipt of

the form the notice period will start. The owner remains liable for Harbour Dues until the notice period is completed, and the Vessel has been removed from the Harbour. A closedown balance will be calculated. If there is an underpayment the full and final settlement will be due immediately. Any overpayments will be paid back at the end of the notice period. Refunds are not given to an owner that terminates the Licence on or after 1 March.

- 6.3 An administration fee of £30 is charged if the owner terminates their Licence before the end of the Term.
- 6.4 The Council may terminate the Licence for any reason and at any time by giving 28 days written notice to the Owner.
- 6.5 The Council shall terminate the Licence by giving one week's notice to the Owner on one or more of the following grounds either:
  - 6.5.1 the breach is serious and not in the opinion of the Council capable of remedy; or
  - 6.5.2 serious injury or damage has been caused to any person or to the Harbour or to property of the Council or of any other person as a result of the breach.
  - 6.5.3 the Owner persistently breaches the terms of the Licence.
  - 6.5.4 the Owner has failed to remedy the breach having been given reasonable notice by the Council to do so.
- 6.6 When the Council terminates the Licence, the Owner must remove the Vessel from the Harbour within fourteen days. After 14 days (or earlier if the vessel is removed) a closedown balance will be calculated. If there is an underpayment the full and final settlement will be due immediately. Any overpayments will be paid back at the end of the notice period.
- 6.7 If the Owner fails to remove the vessel after 14 days the Council shall at its discretion remove and place the Vessel at a different location. The Owner will pay all fees incurred for removal and will be liable for a fine to the value of 3 months berthing fees or a minimum of £1,000 + VAT.
- 6.8 The Council reserves the right to refuse and reject any future applications made from the Owners who have previous history of breaching the terms of the Licence.

**PART THREE**  
**Other Conditions Relating to the use of Weymouth Harbour**

**7.0 Safety**

7.1 The owner shall maintain the Vessel in a good, clean and seaworthy condition and ensure that the Vessel is able to proceed under its own power at all times. The Vessel shall leave the Harbour at least twice during the Term.

7.2 The Vessel shall be moored in the manner, location and berth as directed by the Council. The owner agrees to ensure the Vessel is properly and safely secured to its Berth at all times.

- All mooring lines and fenders will be provided by the Owner
- All mooring related equipment shall be fit for purpose, maintained and in efficient working order. The Owner of the Vessel shall ensure there is a sufficient number of fenders adequate for the size of Vessel.
- When berthing, leaving or lying at a place of mooring or against other Vessels, the Owner shall cause the Vessel to be fended off from the place of moorings or those other Vessel so as to prevent damage to that place and those other Vessels or other Property.
- When rafted at a place of mooring or alongside any Vessel already at a place of mooring within the Harbour Limits, the Owner shall give free access across the deck of their vessel, for persons and goods to and from vessels berthed alongside their Vessel. The Owner shall ensure that the condition of the Vessel is maintained, clean and free of obstructions to ensure safe access.
- It is the responsibility of the Owner to check the Vessel's equipment and to replace such items when necessary.
- All equipment and gear on or in the Vessel must be stored securely. Extra checks should be made in bad weather.

7.3 In the event that intervention is required to keep the vessel safe the Owner will be required to pay the Council's costs for that intervention

7.4 The Harbour Master may require the Owner to obtain a report by a qualified professional surveyor (at the Owners expense) to satisfy the Council that the Vessel is capable of self-propelled movement, is structurally sound and poses no threat to safety and safe navigation. Any such request will be in writing and will give reasonable notice to the Owner. If the Owner fails to obtain such a report the Harbour Master may engage with a professional surveyor to prepare the report and the owner will be required to pay the Council's cost for that report.

- 7.5 The Council has the right to enter on board the vessel by force if necessary and without being responsible for any damage caused. The Council have the right to carry out any work required or to move the vessel or any equipment for the safety of the Vessel, pollution control or the safety of other users of the Harbour. The Owner shall pay the Council's reasonable charges for such work.
- 7.6 If, through any cause whatsoever, the Vessel sinks within the Harbour, the Council is entitled to raise and salvage it and recover from the Owner its charges, fees and expenses for doing so. The Owner must have insurance to cover Vessel sinking and salvage and produce a certificate of this insurance to the Harbour Master on demand.
- 7.7 No dangerous, inflammable or noxious substances, spirits, oil, petrol or other flammable fluid shall be brought into the Harbour or stored in or on the Vessel except in properly secured containers expressly designed to contain such substances against leakage. Throughout re-fueling all naked lights shall be extinguished, engines stopped, and smoking prohibited.
- 7.8 Where fuel is required to be transferred from portable containers the Owner shall ensure that all portable fuel tanks and spare fuel containers are clearly marked with the fuel type, and the Harbour reserves the right to refuse the use of any container deemed unfit for that purpose. For commercial Vessels, please refer to the Weymouth Bunkering procedure.
- 7.9 All necessary and reasonable precautions must be taken against the outbreak of fire on board the Vessel. Mechanically propelled vessels' and PWC's shall provide fire extinguishers upon the Vessel suitable for the type of engine(s) volume of fuel carried and equipment installed.

**Amount of flammable liquid (litres) on board  
Minimum fire extinguisher size (kg)**

Not more than 115 = 0.9kg  
More than 115 up to 350 = 2.0kg  
More than 350 up to 695 = 4.5kg  
More than 695 = 9.0kg

Fire extinguishers should be the exact amount i.e. if 2kg required needs to be 2kg and not 2 x 1kg.

Extinguishers shall have been approved to an appropriate British Standard and shall always be maintained in efficient working order and positioned for immediate use.

- 7.10 All Owners are responsible for familiarizing themselves, their crews and their visitors with harbour safety procedures including the location and operation of the emergency equipment available. Special attention should be given to the actions to be taken if falling into the water and how to escape.

- 7.11 Electrical equipment and cables connected to the pontoon or shore electrical supplies must be fit for purpose and subject to regular inspection and test. Outdoor waterproof leads must be connected and rated to IP44 standards. Equipment that causes electrical supplies to trip must be reported to the Harbour Office. Further details are provided in Part Three the Instructions for Electricity Supply Conditions.
- 7.12 The Owner must comply with all directions of the Harbour Master in matters relating to the safe and efficient operation of the Harbour. The Port traffic lights are to be complied with at all times.
- 7.13 The Owner will at all times abide by all statutes, byelaws, or other, regulations in relation to the exercise of the rights and obligations of the Licence.
- 7.14 Before proceeding to sea, an Owner departing from an inside berth shall exercise extreme care to ensure any outside Vessel is safely and properly secured alongside the pontoon.
- 7.15 The Owner shall ensure that the vessel is controlled and navigated at all times so as not to cause danger or damage to other users of the Harbour. Vessels proceed at a dead slow speed with minimal wash which is safe in relation to the prevailing conditions and at all times comply with speed or other restrictions displayed within the Harbour. Particular care should be exercised in the vicinity of the Cross-Harbour rowing ferries, or sailing dinghies transiting the harbour, passing at slow speed and giving them a wide berth.
- 7.16 Craning operations on the harbour-side, particularly to moored vessels, may only take place with permission from the Harbour Master. Risk assessments, work procedures and proof of insurance will be required.
- 7.17 Diving operations within the Inner and Outer Harbours may only take place with permission from the Harbour Master (see section 9)
- 7.18 The Town Bridge waterway traffic lights, are to be complied with by all Vessels or craft regardless of size.
- 7.19 The waiting pontoon located to the east of the Town Bridge on the south shore may be used at no charge for the following purposes:
- 7.19.1 To wait for the next available bridge lift for transit in to the Inner Harbour. Berthing charges will be made if the next lift is not taken.
- 7.19.2 To exit the inner harbour on the last bridge of the day if the expected time of sailing is before the first opening on the following day. Berthing charges will be made if the vessel has not departed by the first scheduled lift of the day.
- 7.20 No tent, motor or trailer caravan or other vehicle adapted or designed for sleeping may remain in any part of the Harbour without the prior written consent of the Council.

- 7.21 No speedboat racing, parascending or hydro-planning shall be allowed within the Harbour except with the permission of the Harbour Master.
- 7.22 No water skiing or fly-boarding shall be permitted in the Harbour except with the permission of the Harbour Master. Jet skis (personal watercraft) and water skis require a permit to operate, available from the Harbour Office.
- 7.23 A water speed limit of "Dead Slow" or as defined from time to time shall be maintained in the inner and outer Harbours.
- 7.24 No person under the age of twelve years shall be in charge of and no person shall cause or permit such person to be in charge of any vessel navigating within the Harbour unless with the Harbour Master's consent. Children aged between 12 and 16 may only use Personal Watercraft under the direct supervision of a responsible adult, who is on the same craft.
- 7.25 Towing may only take place within the inner and outer Harbours with permission from the Harbour Master.
- 7.26 Owners and crews are advised to wear lifejackets when on pontoons and their Vessels.

## **8.0 Contractors**

- 8.1 All Owners are responsible for the safety of any contractors visiting their Vessel ensuring they are briefed on harbour safety procedures including the location and operation of the emergency equipment available.
- 8.2 Contractors must be escorted at all times and permission for their attendance must be sought in advance from the Harbour Office.
- 8.3 No work shall be done to the Vessel, gear, equipment or other goods while in or on the harbour or premises except by the Harbour. This restriction will not apply to minor running repairs or minor maintenance of a routine nature by the Owner, the regular crew or members of the family provided always that any such minor running repairs or minor maintenance of a routine nature does not cause any nuisance or annoyance to other users of the Harbour or Premises or any person residing in the vicinity.
- 8.4 No painting or hot works are to be undertaken either on or alongside the pontoons. In the event that the Owner wishes to undertake any painting or hot works, he may only do so with the prior written consent of the Harbour Master and the Owner may be required to move the Vessel to a location specified by the Harbour for such tasks to be carried out.

## **9.0 Diving**

9.1 Any person within the Harbour or Harbour Approaches, shall not undertake any form of diving or underwater activity, including the operation of a Remotely Operated Underwater Vehicle (ROV), from the vessel or shore without the prior written consent of the Harbour Master.

9.1.1 The Harbour Master will make available the criteria that must be met for the grant of consent and the terms and conditions that will apply to that consent.

9.2 The Master of a vessel or Diving Supervisor, within the Harbour Limits from which any person undertakes any form of diving or underwater activity, including the operation of a Remotely Operated Underwater Vehicle (ROV) must comply with and ensure compliance with the terms and conditions stated by the Harbour Master when granting the prior written consent required under paragraph 9.1.

## **10.0 Hot Works**

10.1 Any person within the Harbour shall not undertake any hot work activity, including grinding and welding and any work involving the application of heat by means of tools or equipment without the prior written consent of the Harbour Master.

10.2 The Harbour Master will make available the criteria that must be met for the grant of consent and the terms and conditions that will apply to that consent.

## **11.0 Lifting Operations**

11.1 Any Person within the Harbour shall not undertake any lifting operations, including the use of Cranes and other lifting equipment, without the prior written consent of the Harbour Master.

11.2 Paragraph 11.1 does not apply to Commercial Fishing Vessels utilising the Fish Landing Quay

## **12.0 Storage and keeping pontoons clear**

12.1 Pontoons, roadways, slipways, cranage, platforms or other working areas within the Harbour must not be obstructed at any time. The Council may remove any item causing an obstruction and charge the Owner for costs incurred.

12.2 Guidance for storage of gear is detailed below;

12.2.1 **North Quay and Westwey Road Marinas** no gear may be stored on the pontoons.

12.2.2 **Storage on any pontoons for Commercial Vessels:**

Storage of equipment must be contained within 2 x 227 litre tubs whilst ensuring a 1m wide walkway is available at all times. These boxes are for light gear that is required for daily use.

The Tubs should be clearly marked with the vessel or owners name and stored adjacent to the owner's vessel.

Owner shall ensure that no other items of fishing equipment supplies, stores or similar shall be left upon the pontoon jetties car parks or secured to pontoon jetties or harbour walls.

### 12.2.3 **Fish Landing Quay Storage**

This area is for temporary storage of fishing gear. The maximum time between use of items in this area is 2 weeks.

Only Weymouth Harbour berth holders may use this area.

Gear must be stored at least 50cm from the edge of the Harbour wall and there must be clear access walkways within the area. Markings will be applied to the designated areas.

Any gear that is in the Fish Landing Quay Storage Area for storage must be sensibly stacked and secured on pallets and clearly marked with the owner or vessel's name.

The height of stored gear must not exceed that of the surrounding fence.

The Harbour Office are to be informed when gear is added or removed from this area.

Any gear that does not meet the requirement of these procedures, unmarked gear or gear that is impeding walkways may be removed and either stored or disposed of by the Harbour Staff as they decide.

### 12.2.4 **Fish Landing Quay Bait Area**

Only Weymouth Harbour Owners may use this area.

Only bait is to be placed within the allocated banded area on the Fish Landing Quay. It must be in covered boxes, marked with the vessel's name.

All bait must be removed by 0900 daily.

The Bait is to be managed such that the juices remain over the grating provided.

The Fish Landing Quay Bait Area is to be washed and scrubbed down after use to maintain it in a hygienic condition.

Bait boxes are to be cleaned regularly.

### **12.2.5 Fish Landing Quay Food Area**

The Fish Landing Quay Food Area is provided only for the landing/loading of fish and shellfish.

Fish and shellfish for human consumption may be left for a short period only pending collection.

The Fish Landing Quay is an area under the control of hygiene regulations and must be kept clean.

## **13.0 Environment**

13.1 The Owner shall ensure that the Vessel is properly maintained so as to minimise emissions and the risk of fuel or oil leakages

13.2 The Owner will use suitable absorbents, to deal with on board fuel or oil spillages

13.3 The Owner shall ensure that, if the Vessel is powered by an outboard engine(s), the Vessel is equipped with a supply of absorbing material for use in the event of a spillage on board. If the Vessel is powered by an inboard engine, the Owner shall ensure that the Vessel is fitted with internal arrangements such as drip trays, bulkheads, bilge water filters or such other equipment effective in preventing the escape of oil from the bilges into the sea. The Owner must not pump oil or oily bilge water from a Vessel into the water of the Harbour

13.4 No refuse shall be thrown from the Vessel either overboard or left on the pontoon, or other areas of the Harbour. Refuse must be disposed of in bins provided or otherwise be removed entirely from the Harbour. Waste should not be left beside bins if full but placed in alternative bins or taken home.

13.5 The Owner will not discharge oil, tar, paint, sewage or other similar noxious or hazardous substances other than in the waste receptacles designed to receive them (waste oil reception tank is available for boat oils on request) and not into the water or elsewhere in the Harbour.

13.6 Toilets not connected to a sewage holding tank must not be used within the Harbour.

13.7 Engine generator other machinery, radar, music, lights or any apparatus that causes a nuisance, annoyance, danger or inconvenience to other users of the Harbour or any person residing in the vicinity of the Harbour is not permitted.

13.8 The owner agrees for himself, his family and his visitors using the Vessel and Harbour facilities to behave in a considerate manner and not cause nuisance annoyance or inconvenience to other Harbour users.

- 13.9 Hanging out excessive quantities of washing is not permitted.
- 13.10 Halyards, flags, banners and other items attached to the Vessel shall be secured so as not to cause any noise, annoyance or inconvenience to other Harbour users or residents.
- 13.11 No person is permitted to work on the Vessel or otherwise in the Harbour without being insured against Third Party/Public Liability in the minimum sum of TWO MILLION POUNDS nor to cause nuisance annoyance or inconvenience to other Harbour users or damage to other Vessels or harbour infrastructure. The Owner shall ensure that the minimum of dust is caused when cleaning down or maintaining the Vessel as a result of any operation.
- 13.12 All waste materials must be cleared daily after work on the Vessel and be deposited in bins provided by the Council or removed from the Harbour. If the Owner or any contractor shall fail to clear away waste the Council may remove it and the Owner shall pay the Council's reasonable costs incurred by such removal.
- 13.13 Any damage to harbour infrastructure including by paint and oil spills is the responsibility of the Owner and shall be rectified promptly and to the satisfaction of the Harbour Master. If the Owner shall fail to deal with any damage the Council may rectify the damage and the Owner shall pay the Council's reasonable costs incurred.
- 13.14 The behaviour of seagulls and other birds can be harmful to boats and a risk to individuals. The feeding of such birds directly or by leaving food available is to be avoided. This includes avoiding preparation of seafood and fish within the harbour without adequate control of the waste.
- 13.15 Animals may only be brought into the Harbour if they are kept leashed and under the control of the Owner at all times and do not cause noise, nuisance, fouling of the pontoons or the communal areas. As far as is reasonably practicable animals shall be kept on board the Vessel at all times. The Council reserves the right to require the Owner to remove any animal from the Harbour for any reason. The owner shall clean up and dispose of fouling responsibly. Animals are not permitted in showers and toilets except for guide dogs.
- 13.16 Strict regulations exist for the control of rabies and no animal which either arrives from abroad or has been abroad shall be brought into or landed in the Harbour or allowed on the deck of the Vessel or anywhere else without compliance with the national regulations and any breach or suspected breach of this Condition will be reported to the appropriate authorities.
- 13.17 The Drying Grid may only be used if booked through the Harbour Office and the necessary liability administration completed. Drying alongside the harbour wall, at the Commercial Road Slipway or on Weymouth and Preston beaches is not permitted.

## **14.0 Berthing Payments and Charges**

- 14.1 The Owner will pay the charges as published in the Scale of Charges. The Charges maybe varied from time to time by the Harbour Master in exercise of his delegated authority under the Constitution.
- 14.2 Unless the Owner has entered into an approved instalment arrangement payment shall be immediate.
- 14.3 Where payment by instalments are agreed with the Council the following applies:
  - 14.3.1 A maximum of ten monthly direct debits. The first instalment is due immediately after the berth is accepted and the direct debit will start on the next suitable collection date.
  - 14.3.2 If payment of an instalment is not received by the Council due to default or any other reason the entire invoice will become payable in full immediately and if unpaid will be collected under condition 11.4
  - 14.3.3 Payment by instalments are not offered to annual berths allocated after 1 January during the term of the Licence
- 14.4 If the Owner fails to pay the Council any sum levied under the Licence or any charges including instalments the Council debt recovery procedures shall be applied.
- 14.5 The Council has the right to deny access to the Owner to the berth by disabling the owners key fob at the access gate until such time as any monies due from the Owner to the Council under the terms of the Licence have been paid.
- 14.6 The Council has the right to exercise a general lien (right to hold property) upon the Vessel and/or its gear and equipment or any property of the Owner in or upon the Harbour and whether afloat or ashore.
- 14.7 The Council has the right to seize, immobilise and sell the Vessel including its gear and equipment.
  - 14.7.1 The Council will give the Owner 7 days notice of its intent to seize the Vessel. The Vessel will not be sold for a period of 14 days from the date of the notice and the owner will be advised of any sums payable to the Council.
  - 14.7.2 The Council is entitled to move or lift out the Vessel and charge the Owner all the costs incurred including alternative berthing fees under section 44 of the Harbour, Dock and Piers Clauses Act 1847.
  - 14.7.3 The Council shall repay any sums received from the sale of the Vessel under the terms of the Licence after deducting any sums due to the Council and any reasonable legal or other expenses including costs of the sale.

14.8 In the case of a Vessel or Vessels owned by a Limited or Public Limited Company, a personal guarantor is required for payment of all invoices raised against the Vessel or Vessels within the Terms and Conditions of the Licence and such guarantor shall personally complete and sign the relevant section of the Application Form before it is submitted.

14.9 When the Vessel is owned by more than one Owner, all Owners' are jointly and severally liable to the Council under the terms and conditions of this Licence.

## **15.0 Insurance**

15.1 The Owner must comprehensively insure his Vessel and Vehicles against loss or damage however caused. Insurance must include cover for liability to third parties (including public liability and where relevant employers liability) in respect of himself, each of his vessels, his crew for the time being, his agents, servants, visitors, guests and sub-contractors in a sum of not less than £3,000,000 in respect of each accident or damage and must maintain in respect of each vessel adequate removal of wreck insurance,

15.2 The Owner of a passenger carrying vessel approved for operation under the Council's Commercial Passenger Vessels and Waterman Licences Regulations or Council's Operating Agreement undertakes and agrees to maintain in full force and effect during the term of the Licence, public liability insurance in the minimum amount of FIVE MILLION POUNDS for the Vessel and any other property in the Harbour in the care, custody or control of the Owner together with such other insurance as is normal for a Vessel of its size, power and description such insurance to be effected with an Insurance Company of repute and must cover all owners of the vessel in such sums and for such risks as the Council may from time to time reasonably require.

15.3 The Owner shall not cancel, surrender or materially alter the terms of his insurance policy within the term of the Licence without the prior written consent from the Harbour Master.

15.4 The owner will furnish the Council with legible copies of the current insurance certificate and policy of insurance on completion of the application or as soon as practical after completion of an application but prior to the Vessel being berthed at the harbour and no less than once a year thereafter.

## **16.0 Slipway**

16.1 No boat, trailer or vehicle may be parked, or any boat launched from the slipway, without prior payment. (annual leisure berth holders have free use of the slipway for the vessel named on the Berthing Licence)

- 16.2 Vehicle and trailers must be parked wholly within the limits of a marked bay. The Council reserves the right to make an additional charge for any parking bays partly occupied.
- 16.3 Craft must be launched from the slipway in a manner not to cause nuisance or injury to other users and with regards to health and safety legislation.
- 16.4 Priority for the use of the Slipway during busy periods should be given to those persons retrieving a vessel.
- 16.5 No maintenance or servicing of vessels is to take place at the slipway or slipway parking area.
- 16.6 The slipway is provided for the launching or taking up of boats only at users' own risk and no boats, trailers, vehicles or other equipment shall be left thereon. The Council reserves the right to remove such if left on or in the area of the slipway or parking bays in contravention of this condition.
- 16.7 Any boat or trailer, or other article parked or left within the slipway area is at the owner's risk and the Council accepts no responsibility for damage or loss.
- 16.8 Slipway additional information for Personal Watercraft**
- 16.9 All users of personal watercraft must be registered with the Datatag system and the registration number must be visible on the watercraft.
- 16.10 Proof of personal watercraft insurance must be provided prior to launching.
- 16.11 Personal watercraft users must pay for both the launch fees and Water Sports Permit.
- 17.0 Liability, Indemnity and Exclusion**
- 17.1 Any person using any part of the Harbour or its facilities for whatever purpose and whether by invitation or otherwise does so entirely at his own risk and the Owner undertakes to bring the contents of this Condition to the attention of his family, visitors and any contractors.
- 17.2 Notwithstanding anything to the contrary in the Licence, the Council shall not, except in respect of death or personal injury caused by negligence of the Council be liable to the Owner, his family or visitors by reason of any representation or implied warranty condition or other term or duty under common law or under any express term of the Licence for any consequential loss or claim (whether for loss of profit, enjoyment or use of the Vessel or other occasioned by negligence of the Council or its employees, sub-contractors or otherwise) arising out of or in connection with any act or omission of the Council relating to the provision of the

Berth and/or the use of the Harbour or its facilities, including but not limited to the pontoons, slipways and car parks.

- 17.3 The Owner shall indemnify the Council from and against all actions, claims, proceedings, expenses and demands made against the Council by third parties in respect of any damage or liability caused by or arising from the wilful act, neglect or default by the Owner or of any person acting for or on behalf of the Owner.
- 17.4 The Owner shall pay the Council's reasonable charges for making good any damage to persons or property in the Harbour, if such damage shall result from any activity of the Owner which shall be in breach of the Terms and Conditions set out herein.
- 17.5 No warranty or representation is expressed or implied by the Council as to the suitability of the Berth for the Vessel or of any berth, structure, gear, depth of water or other facility provided by the Council under the terms of the Licence.

## **PART FOUR**

### **Instructions for using the Harbours electricity supply**

- 18.0 **Berthing instructions for connection to shore supply.** The harbour provides power for use on craft with a direct connection to the shore supply, which is connected to Earth. Unless there is an isolating transformer fitted on board to isolate the electrical system on the craft from the shore supply system, corrosion through electrolysis could damage the craft or surrounding craft.
- 18.1 **On arrival:**
- (i) Ensure the supply is switched off and disconnect all current-using equipment on the craft, before inserting the craft plug. Connect the flexible cable **firstly** at the craft inlet socket and **then** at the marina socket.
  - (ii) The supply at the berth is 230V, 50Hz. The socket outlet will accommodate a standard marina plug, colour, blue (technically described as BS EN 60309-2, position 6 h).
  - (iii) For safety reasons, the craft must not be connected to any socket outlet other than as allocated and the internal wiring on the craft must comply with appropriate standards.
  - (iv) Every effort must be made to prevent the connecting flexible cable from falling into the water if it should become disengaged. For this purpose, securing hooks are provided alongside socket outlets for anchorage at a loop of tie cord.

- (v) For safety reasons, only one pleasure-craft connecting cable supplying one pleasure craft may be connected to any one socket outlet.
- (vi) The connecting flexible cable must be in one length, without signs of damage, and not contain joints or other means to increase its length.
- (vii) The entry of moisture and salt into the craft inlet socket may cause a hazard. Examine carefully and clean the plug and socket before connecting the supply.
- (viii) It is dangerous to attempt repairs or alterations. If any difficulty arises, contact the harbour staff.

18.2 **Before leaving:**

- (i) Ensure that the supply is switched off and disconnect all current -using equipment on the craft before the connecting cable is disconnected and any tie cord loops are unhooked.
- (ii) The connecting flexible cable should be disconnected **firstly** from the marina socket outlet and **then** from the craft inlet socket. Any cover that may be provided to protect the inlet from weather should be securely replaced. The connecting flexible cable should be coiled up and stored in a dry location where it will not be damaged.

18.3 The 63A socket outlets do not have RCD protection rated at 30mA but 100mA. Signs adjacent to the outlet indicate when this is the case.