



Dorset
Council



Weymouth Harbour



WEYMOUTH HARBOUR

CONDITIONS OF BERTHING

(Updated 07 February 2020, annual review)



WEYMOUTH HARBOUR CONTACT DETAILS

Address: Weymouth Harbour Office
13 Custom House Quay
Weymouth
Dorset
DT4 8BG

Telephone: 01305 838423

E-mail: weymouthharbour@dorsetcouncil.gov.uk

Website: www.weymouth-harbour.co.uk

Moorings: weymouthmoorings@dorsetcouncil.gov.uk

FIRST SCHEDULE

Please note that the first schedule consists of the following:

- Introductory Letter
- Berthing Licence Agreement (New Customer) Application Form and confirmation of insurance.
- Data Protection Permission Form
- Acceptance of Berth Form
- New Joiner's Questionnaire
- Termination of Licence Form
- Leaver's Questionnaire

SECOND SCHEDULE

TERMS AND CONDITIONS OF LICENCE

(hereinafter called the Licence)

1.0 Terms and Conditions

1.1 Definitions

Berth means the water space or shore space allocated to the Owner by the Harbour Master for the berthing of the vessel during the term of the Licence. For the avoidance of doubt the general term “Berth” applies to Commercial, Leisure and Visitors’ Berths.

Charges means the charges under the Licence in the amount determined by the Council in the annual “Scale of Charges”, or as varied from time to time by the Harbour Master in exercise of his delegated authority under the Constitution, for berthing and payable to the Council by the Owner.

Commercial Berth means a berth for a vessel that is used as part of a recognised business and is correctly certified for the task assigned.

Commercial Vessel means a vessel that is used as part of a recognised business and is correctly certified for the task assigned.

The following certification will be required to support a commercial vessel berth application and also be shown in each term:

Fishing vessel –

- Certificate of Registry
- Fishing Vessel Licence
- Fishing Vessel Safety Certificate (with in-date annual self-certification)

Other Commercial Vessel –

- Small Commercial Vessel Certificate

Council means the corporate body known as Dorset Council. Weymouth and Portland Borough Council was abolished and superceded by Dorset Council with effect from 1st April 2019. All orders and conditions set by Weymouth and Portland Borough Council transferred to Dorset Council on this date.

Guarantor 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.

Harbour Master means the person duly appointed such by the Council, who by virtue of Statutory or Delegated powers is responsible for the day-to-day management of the Harbour.

Harbour means all the land and water adjacent thereto including allocated buildings, slipways, pontoons, finger pontoons, access ways, jetties, car parks, quays and piers known locally as Inner and Outer Harbour, Weymouth. Weymouth Harbour also includes Weymouth Bay as indicated on Admiralty Chart 2255.

Leisure Berth means a berth for a vessel that is privately owned and used for leisure and not as part of a business. Some leisure berths are voluntarily used by commercial vessels.

Leisure Vessel means a vessel that is privately owned and used for leisure and not as part of a business.

Owner 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.

Term means the continuous period of twelve calendar months commencing 1st April and terminating on 31st March next following.

Vehicle means, but is not limited to, lorry, van, motor car, motor cycle, moped, pedal cycle or trailer.

Vessel includes every description of craft used or capable of being used as a means of transportation on the water including personal watercraft.

1.2 Interpretation

1.2.1 All headings are for identification and shall not form part of or affect the interpretation of any clause herein.

1.2.2 Words importing the masculine gender also include the feminine gender and words importing the singular number include also the plural number and where there are two or more parties or persons included in the term Owner the undertakings expressed to be made respectively by them shall be deemed to be made by such person or persons jointly and severally.

1.2.3 All formal notices shall be in writing addressed to the Harbour Master at the Harbour Office, 13 Custom House Quay, Weymouth, Dorset, DT4 8BG or to the Owner at his last notified address or if a Limited or Public Limited Company at its Registered Office. Such notices should be acknowledged as received. General communications can be by letter, e-mail, telephone call or in person.

1.2.4 No failure by the Council or its Officers to exercise any power given to it or them hereunder or to insist upon strict compliance by the Owner

with any obligations herein shall constitute any waiver of any of the Council's rights under the Licence.

- 1.2.5 All rights and remedies of the Council hereunder shall be conclusive and may be exercised concurrently and a waiver by the Council of any breach hereof 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.
- 1.2.6 Time shall be of the essence in each and every provision of the Licence whereby something is required to be done on or by a specified day or within a specified period of time.
- 1.2.7 The Vessel covered by the Licence is the one stated in the Berthing Licence Agreement and the name of any proposed replacement Vessel shall forthwith be notified to the Harbour Master and will be authorised only if such replacement Vessel is suitable in all respects for the Berth.
- 1.2.8 These Conditions of Berthing apply to all vessels, both commercial and leisure.

2. Safety

- 2.1 The Vessel shall be moored by the Owner in such a manner, location and berth as the Council may from time to time require.
- 2.2 The Owner acknowledges and agrees that the Council shall have the right to require him to move or re-berth the Vessel and that the Council shall have the right without prior notice to the owner to move the Vessel to any new location and berth within the Harbour if it shall be in his interests or those of the Council or other Harbour users.
- 2.3 All necessary warps and fenders shall be provided by the Owner who expressly undertakes to ensure the Vessel is properly and safely secured to its Berth at all times and it shall be the responsibility of the Owner to check the security of the Vessel's warps and fenders, to replace such items when necessary and to ensure that all equipment and gear stored on or in the Vessel is similarly secured. Extra checks should be made in bad weather. In the event of consistent failings to make the vessel secure and requiring Council staff intervention to keep the vessel safe, the Owner may, at the discretion of the Harbour Master, be required to pay the Council for that service.
- 2.4 The Council and its designated contractors shall have the right to board, enter (by force if necessary and not being responsible for any damage thereby caused) or carry out any emergency work on the Vessel without prior notice to the Owner if in the Council's opinion such work be necessary for the safety of the Vessel, pollution control or the safety and convenience of other users of the Harbour or of

visitors thereto and the Owner shall pay the Council's reasonable charges for such work.

- 2.5 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 and throughout re-fuelling all naked lights shall be extinguished, engines stopped and smoking prohibited.
- 2.6 The Owner shall take all necessary and reasonable precautions against the outbreak of fire on board the Vessel and on mechanically propelled vessels' shall provide a minimum of two fire extinguishers upon the Vessel suitable for the type of engine(s), fuel carried and equipment installed. Such extinguishers shall have been approved to an appropriate British Standard and at all times shall be maintained in efficient working order and positioned for immediate use. In the case of a Personal Watercraft only a minimum of one fire extinguisher is required.
- 2.7 All berth holders 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 in the water and how to escape.
- 2.8 It is the responsibility of individual vessel owners to ensure that any electrical equipment and cables connected to the pontoon or shore electrical supplies are subject to regular inspection and test. Equipment that causes electrical supplies to trip should be reported to the Harbour Office. Further details are provided in the Fourth Schedule.
- 2.9 The Owner shall comply with all directions of the Harbour Master in matters relating to the safe and efficient operation of the Harbour and to the restrictions on the movement of Vessels in the Harbour and its approach channel during poor visibility and to the movement of large vessels such as are summarised in Notices to Mariners, copies of which are displayed in the Harbour Office Noticeboards, promulgated on the Harbour website and available on request from the Harbour Office. The Port traffic lights are to be complied with at all times.
- 2.10 The Owner shall ensure that the vessel is controlled and navigated at all times in a manner so as to cause no danger, damage or inconvenience to other users of the Harbour and shall 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 when they are operating, or sailing dinghies transiting the harbour, passing at slow speed and giving them a wide berth. Wash generated by passing craft is to be minimized in all areas at all times.

- 2.11 The Owner shall ensure 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.
- 2.12 The Town Bridge waterway traffic lights, when operating, will be complied with by all craft at all times regardless of size.
- 2.13 All berth holders are responsible for the safety of any contractors visiting their boats, ensuring they are briefed on harbour safety procedures including the location and operation of the emergency equipment available. Contractors are to be escorted at all times or permission for their attendance is to be sought in advance from the Harbour Office.

3. Environment

- 3.1 The Owner undertakes and agrees that no refuse shall be thrown overboard or left on the pontoon, jetties or other parts of the Harbour but shall be disposed of in receptacles provided by the Council or otherwise be removed entirely from the Harbour by him. Full refuse and recycling receptacles should be reported to the Harbour Office. Waste should not be left beside receptacles if they are full but placed in alternative receptacles or taken home.
- 3.2 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 located at the Commercial Area for boat oils on request) and not into the water or elsewhere in the Harbour. Toilets not connected to a sewage holding tank must not be used within the Harbour. It is the responsibility of the Owner of any Vessel to comply with these conditions. If any Vessel is found to be in breach of this condition the Council shall be entitled to terminate the Licence with immediate effect in accordance with Clauses 8.1.1 and 8.1.2.
- 3.3 The Owner shall not operate, neither permit to be operated in the Harbour any engine, generator, other machinery, radio, radar or any apparatus so as to cause nuisance, annoyance, danger or inconvenience to other users of the Harbour or any person residing in the vicinity of the Harbour and he undertakes and agrees for himself, his family and his visitors using the Vessel and Harbour facilities that he and they shall behave in a considerate manner so as to cause no nuisance, annoyance or inconvenience to other Harbour users.
- 3.4 The Owner shall not permit excessive quantities of washing to be displayed on the exterior of the Vessel.
- 3.5 At all times 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 local residents and the

Council shall charge the Owner for securing any halyards, etc found to be causing such noise or nuisance.

- 3.6 No person shall be permitted to work on the Vessel or otherwise in the Harbour without being able to produce proof to the Council of Third Party Liability in the minimum sum of TWO MILLION POUNDS nor so as to cause nuisance, annoyance or inconvenience to other Harbour users or damage to other Vessels or harbour infrastructure and in particular the Owner shall ensure that the minimum of dust is caused when cleaning down or maintaining the Vessel or as a result of any other operation.
- 3.7 The Owner shall himself or otherwise ensure that all waste materials shall be cleared daily after work on the Vessel and shall be deposited in receptacles provided by the Council or else himself remove such waste materials from the Harbour and if the Owner or any agent of the Owner shall fail promptly to clear away any such waste as in this Condition required the Council shall itself remove it and the Owner shall pay the Council's reasonable costs incurred by such removal.
- 3.8 Any damage to harbour infrastructure including by paint and oil spills are the responsibility of the Owner or any agent of the Owner to rectify to the satisfaction of the Harbour Master and if the Owner or any agent of the Owner shall fail promptly to deal with any such damage as in this Condition required the Council shall itself rectify the damage and the Owner shall pay the Council's reasonable costs incurred by such actions.
- 3.9 Animals may only be brought into the Harbour if they are at all times kept leashed and under the control of the Owner and do not cause inconvenience in the form of noise, nuisance, fouling of the pontoons or the communal areas or otherwise and insofar as is reasonably practical, animals shall be kept on board the Vessel at all times and the Council reserves the right to require the Owner to remove any animal from the Harbour. Should fouling occur the owner is expected to clean up and dispose responsibly. Animals are not permitted in showers and toilets except for guide dogs.
- 3.10 Strict regulations exist for the control of rabies and no animal which is from abroad, or has been abroad, shall be brought into or landed in the Harbour or allowed on deck without compliance with the national regulations and any breach or suspected breach of this Condition will be reported to the appropriate Authorities.
- 3.11 The Owner shall at all times strictly abide by all statutes, rules, regulations and byelaws in relation to the exercise of the rights and obligations of the Licence.

4.0 Management

- 4.1 The Council expressly reserves the right to introduce new Terms and Conditions to vary the existing Terms and Conditions of the Licence and shall give the Owner not less than thirty days' prior written notice of any such additions or variations.
- 4.2 The Council and the Owner expressly 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.
- 4.3 The Owner shall immediately inform the Council of any change of address, e-mail address or telephone number. Proof of a change of address is required and should be in the form of a utility bill. Failure to inform the Council of changes, or to respond to communications, may result in the Berthing Licence being removed and access to the berth being denied.
- 4.4 Nothing in the Licence shall entitle the Owner to exclusive use of any particular Berth and the Owner shall not lend or seek to lend or transfer his personal interest (or any part of it) in the Berth other than current Council policy allows.
- 4.5 The Licence relates only to the Vessel whose details are provided in the Berthing Licence and the Owner shall refer any actual or proposed changes in such details during the Term of the Licence to the Harbour Master for approval or otherwise and the Owner shall not himself nor encourage or permit any other person to place a vessel other than the Vessel in the Berth.
- 4.6 Save in respect of Chain and Sinker Moorings, the Council retains the right to allocate another vessel temporary occupancy of any berth when it shall have received notification from the Owner that such berth will not be occupied by the Vessel named in the Licence and if the Owner has paid the full Term's mooring fee in advance or is paying monthly he will receive on a quarterly basis for such temporary re-let a rebate or a reduction on his outstanding invoice as described in the Council's Scale of Charges.
- 4.7 During the Term of the Licence, the Owner shall keep the Vessel only in the Berth allocated from time to time and shall maintain the Vessel in a good, safe and clean condition able to proceed under its own power at all times and shall forthwith inform the Harbour Master in writing if for any reason the Vessel is incapable of putting to sea independently and safely.
- 4.8 If, through any cause whatsoever, the Vessel shall sink within the Harbour, the Council shall be entitled to raise and salvage it and to recover from the Owner its proper charges, fees and expenses in respect thereto.

- 4.9 Dinghies shall be stowed aboard the Vessel unless the Owner and the Council otherwise agree (when the Owner will incur a charge) and the Vessel itself, its dinghy, tender, trailer, cradle and any other equipment not stowed securely in or on the Vessel shall be clearly and prominently marked with the Vessel's name.
- 4.10 No parts of the Vessel, its dinghy, gear, supplies or similar items whatsoever shall be stored or allowed unreasonably to remain upon the pontoons, jetties, car parks or otherwise within the Harbour without the Harbour Master's permission and the Council shall remove any such items at the Owner's risk and expense. No gear may be stored on the pontoons in North Quay or Westwey Road marinas. Separate rules (available from the Harbour Office or the Harbour website) apply to commercial berths in other locations in the harbour.
- 4.11 The Owner shall obtain the prior written consent of the Council if he wishes to use the Vessel for any purpose other than that declared in his Application.
- 4.12 Save as allowed by the Council's current policy, no rights of berthing will be transferred upon the sale of the Vessel and immediately upon any sale or transfer of the Owner's interest (in whole or in part) therein the Vessel shall be removed from the Harbour.
- 4.13 The Owner expressly agrees that he or his authorised agent shall be present at all times when the Vessel or its equipment is viewed or demonstrated for the purpose of sale and the Owner undertakes to inform the Harbour Master of a sale within seven days of the completed transaction.
- 4.14 The Owner shall not himself nor shall he encourage or permit any other person to live aboard the Vessel for a period exceeding 35 days in total throughout the Term of the Licence and the Council shall have absolute discretion to vary the terms of this Condition in order to comply with any Statutes, Byelaws or other Regulations relating to residence in the Harbour.
- 4.15 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.
- 4.16 The Owner shall procure that in no circumstances shall any vehicle be parked so as to obstruct the pontoons, roadways, slipways, cramage, platforms or other working areas within the Harbour and the Council reserves the right to remove any vehicle by cramage, towing or otherwise if the parking of such vehicle shall interfere for any reason with the commercial activities or the convenience of Harbour users or shall have an adverse safety or environmental effect and the Council further reserves the right to charge the Owner for its reasonable costs incurred in moving or storing such vehicle.

- 4.17 Berthing Licence renewal shall be by invitation of, and at the discretion of, the Council.
- 4.18 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.
- 4.19 Chain and Sinkers Moorings are only available to residents in postcode areas DT3, DT4 and DT5.

5. Payments due To The Council

- 5.1 In consideration of the Berth, the Owner shall pay the Charges as determined by the Council from its annual Scale of Charges, or as varied from time to time by the Harbour Master in exercise of his delegated authority under the Constitution, and all such payments shall be subject to the addition of Value Added Tax if applicable.
- 5.2 For the purposes of the Scale of Charges, a Weymouth & Portland resident is somebody who has their main residence within the former Borough of Weymouth & Portland and was liable to pay Full Council Tax to Weymouth & Portland Borough Council. From 1st April 2018 the discount for local residents was stopped for new customers. Existing customers, who still remain eligible based on the Weymouth & Portland Borough Council boundary, have a decreasing discount applied as per the Scale of Charges. From 1st April 2019, eligibility will continue to be based upon residence within the former boundary of Weymouth & Portland Borough Council.
- 5.3 Payments by instalments for the Licence may be agreed with the Council with a maximum of ten monthly direct debits from May to February inclusive. For all new applicants, the first instalment is due immediately that the berth is accepted and the direct debit will start on the next suitable collection date. Payment by instalments are not offered to berths allocated after 1 January during the term of the Licence. If payment of an instalment is not received by the Council due to default or any other reason then the entire invoice shall become payable in full immediately.
- 5.4 The Council shall have 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 and deny access by the Owner to the berth until such time as any monies due from the Owner to the Council under the terms of the Licence shall have been paid in full.
- 5.5 If the Owner shall fail to pay the Council any sum levied under the Licence including instalments within twenty eight days of the due date the Council shall be entitled to seize, immobilise and sell the Vessel including its gear and equipment and in this event the Council shall

give the Owner written notice of its intent and such notice shall confirm the Vessel will not be sold for a period of fourteen days from the date of the notice and shall include details of any sum due and payable to the Council. The Council debt recovery procedures will be applied.

- 5.6 The Council shall repay any sums which it shall receive 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 which shall result from the Owner's breach of the Licence.
- 5.7 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.

6.0 Liability, Indemnity and Exclusion

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.

7.0 Insurance

7.1 The Owner undertakes and agrees to maintain in full force and effect during the term of the Licence, public liability insurance in the minimum amount of TWO 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.

7.2 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.

7.3 The Owner shall not cancel, surrender or materially alter the terms of his insurance policy without first informing the Council which may at any time during the term of the Licence require the Owner to produce to it evidence that the Vessel continues to be insured as the Licence requires.

8. Termination

8.1 If the Owner shall in the opinion of the Harbour Master be in breach of any Term of the Licence and shall not have remedied such breach within fourteen days of written notification thereof by the Harbour Master, the Council shall have the right to terminate the Licence forthwith by notice in writing to the Owner. Provided that it shall not be necessary for the Council to give notice of breach as aforesaid, and the Council shall have the right to terminate the Licence forthwith by notice in writing to the Owner, if either:

8.1.1 the breach is not, in the opinion of the Harbour Master, capable of remedy; or

8.1.2 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 (whether or not the breach is capable of remedy).

- 8.2 Upon such termination of the Licence, the Council shall have the right to require the Owner to remove the Vessel from the Harbour within fourteen days and if the Owner shall fail to remove it the Council shall be entitled to remove the Vessel from its Berth and locate it elsewhere and the Owner shall pay storage, removal and all other fees reasonably incurred by or due to the Council including alternative berthing fees.
- 8.3 The Owner shall have the right to terminate the Licence by twenty eight days' notice (14 days' notice for a temporary berth) and shall remain liable for Harbour Dues and Charges until such notice is completed and the Vessel has been removed from the Harbour in accordance with the terms of the Licence. A Termination of Licence Form must be completed and submitted to the Council at its Harbour Office to formally notify the Council and to record the Owner's decision. The notice period does not commence until the signed Termination of Licence Form has been received by the Council. The right to terminate the Licence does not apply after 15th March during the Term of the Licence.
- 8.4 A closedown balance will be calculated and 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.
- 8.5 Pontoon keys and electricity cards should be returned within 7 days of relinquishing the Berth. Failure to do so will result in the deposit being forfeited.
- 8.6 An annual berth holder who terminates their Licence before the end of the Term will be liable to an administration charge as covered in the Scale of Charges.

THIRD SCHEDULE

Attributed Conditions

- 1.0 To all Owners:**
- 1.1 Unless the Owner has entered into an instalment arrangement in respect of the Scale of Charges, payment shall be immediate.
- 1.2 Calculation of length shall include all projections and in the event the Vessel is found to exceed the stated length and agreement is not met, the Vessel will be required to leave the Harbour within fourteen days. An additional invoice will be raised to cover the extra measured length of the vessel.
- 1.3 No speedboat racing, parascending or hydro-planing shall be allowed within the Harbour except with the permission of the Harbour Master.
- 1.4 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.
- 1.5 A water speed limit of "Dead Slow" or as defined from time to time shall be maintained in the Outer and Inner Harbours.
- 1.6 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.
- 1.7 The waiting pontoon located to the east of the Town Bridge on the south shore may be used at no charge for the following:
- 1.7.1 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.
- 1.7.2 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.
- 1.8 Berthing fees do not include electricity which is recharged separately via smart meters, invoice from meter readings or standard charges. Electricity charges incorporate standing charges for infrastructure. Berthing fees do not include water for commercial vessels over fifteen metres in length.

- 1.9 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.
- 1.10 Diving operations within the Inner and Outer Harbours may only take place with permission from the Harbour Master.
- 1.11 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.
- 1.12 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 Town Slipway or on Weymouth and Preston beaches is not permitted.
- 1.13 Towing may only take place within the Inner and Outer Harbours with permission from the Harbour Master.
- 1.14 Boat owners and crews are advised to wear lifejackets when on pontoons and their boats.

2.0 To an Owner allocated any Berth or mooring:

- 2.1 Owners shall provide two forms of identification on application for a berth, either a valid Passport or Driving Licence plus a copy of a utility bill with the Owner's name and current address.
- 2.2 No person may hold more than one Licence except with the consent of the Harbour Master, such consent not to be unreasonably withheld.
- 2.3 The access gates to the marina pontoons shall be closed and locked at all times except when gaining entry or on exit and shall not at any time be tied, propped or wedged open. Trolleys should be returned to their storage area and not left at the gate houses. Defective gates should be reported to the Harbour Office. In the event of a power supply failure the gates default to an open position. Don't allow access to anyone unfamiliar and inform the Harbour Office of any suspicious persons attempting to access the marina pontoons.
- 2.4 No cycles are permitted upon the pontoons; they must be secured appropriately in the designated cycle parking area.
- 2.5 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.

- 2.6 Prior to any absence of more than fourteen days, the Owner shall notify the Harbour Master of the Vessel's expected date and time of departure and return.
- 2.7 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.
- 2.8 Upon the sale of his 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.
- 2.9 Annual berth holders only are entitled to the following:
 - 2.8.1 Use of the slipway at no charge for, or in connection with, the vessel with a berthing licence, but subject to pre-booking;
 - 2.8.2 Use of the drying grid at no charge but subject to pre-booking.
 - 2.8.3 Discount as per the Scale of Charges when berthing in the Outer Harbour.
- 2.10 Temporary berths in the Inner Harbour are subject to the notice, minimum and maximum periods detailed in the Annual Scale of Charges.
- 2.11 All electrical equipment connected to Council supplies at moorings are to be PAT-tested and appropriately fused. Further details are provided in the fourth schedule.
- 2.12 Any tender required to access a pontoon berth or mooring is to have the main boat'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.
- 2.13 A berth will only be offered for a jet-ski (personal watercraft) if stored on a versadock system. All operators of any jet-ski moored in Weymouth Harbour pontoons are required to have a Royal Yachting Association (RYA) Personal Watercraft Certificate (PWC) or recognized equivalent. Special dispensations will be considered by the Harbour Master for commercial operators.
- 2.14 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 or does not meet the needs or is broken, the Harbour Office should be informed so that it can be investigated in a controlled manner with a long term view. If modifications are made without permission they may be corrected by the Harbour Office and the cost re-charged to the Owner.
- 2.15 Parking permit arrangements are available from the Harbour Office.

3.0 To an Owner allocated a Chain and Sinker Mooring Location:

3.1 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:

3.1.1 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.

3.1.2 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 should be available if requested.

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

4.0 Waiting Lists

4.1 Waiting lists will operate when there is more demand than Berth availability. The categories for waiting lists will be decided by Weymouth Harbour Staff. The following outline procedure will apply:

4.1.1 The applicant completes an Application for Mooring form;

4.1.2 The waiting list is held electronically with application date being the priority sorting mechanism;

4.1.3 When a berth becomes available for a particular type and size of vessel the customers on the waiting list with compatible vessels are contacted and those expressing an interest will be considered in list priority order;

4.1.4 A maximum 2 weeks will be allowed for a customer to reply to phone messages and e-mails after which it will be assumed there is no interest and the next person will be offered the available Berth; and

4.1.5 If an offer of a suitable Berth is declined the reason will be noted on the list and considered when making future offers.

4.1.6 Berths reserved for customers are subject to a deposit as per the Scale of Charges, refundable on occupation.

FOURTH SCHEDULE

Instructions for electricity supply

- 1.0 **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.
- 1.1 **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 other socket outlet than that 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.
- 1.2 **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.
- 1.3 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.