

## **CEREDIGION COUNTY COUNCIL**

<b>Report to:</b>	<b>Cabinet</b>
<b>Date of meeting:</b>	<b>4 July 2023</b>
<b>Title:</b>	<b>Ceredigion Harbours Management Policy Consultation</b>
<b>Purpose of the report:</b>	<b>To seek approval to commence a public consultation on an updated Ceredigion Harbours Management Policy</b>
<b>For:</b>	<b>Decision</b>
<b>Cabinet Portfolio and Cabinet Member:</b>	<b>Councillor Keith Henson, Cabinet Member for Highways and Environmental Services and Carbon Management</b>

### **BACKGROUND**

The current Ceredigion Harbours Management Policy was approved by the Council on 19 October 2010.

The Policy has provided a clear, useful and appropriate framework for the delivery and management of activities at the Council's Harbours at Aberaeron, Aberystwyth and New Quay. It is, however, now considered appropriate and timely to review and update it to reflect relevant changes since the Policy's implementation and, to address any gaps between the Policy and current Harbour related activities which have been identified and/or arisen from experience.

The proposed changes build on the current Policy which has served stakeholders well for over a decade. The changes recognise and reflect that the Harbours are multi-use, shared use facilities and the Council's overall intention is to strengthen the Policy so these can continue to be managed in a fair, transparent and balanced way for the benefit of all stakeholders.

A draft updated Policy has been prepared and, as part of the policy change process, a public consultation is now required to provide stakeholders with an opportunity to provide their feedback. Approval, therefore, is sought from Cabinet to carry out a public consultation.

Following evaluation of any consultation feedback and, implementation of any changes considered appropriate in response, the final proposed Policy will be presented to, and considered by, the Thriving Communities Overview and Scrutiny Committee, prior to being presented to Cabinet for its consideration.

<b>Wellbeing of Future Generations:</b>	<p><b>Has an Integrated Impact Assessment been completed? If, not, please state why</b></p> <p><b>Summary:</b>  <b>Long term:</b>  <b>Collaboration:</b>  <b>Involvement:</b>  <b>Prevention:</b>  <b>Integration:</b></p>	<p>No – the purpose of the report is to request approval for the commencement of a Public Consultation. An IIA will be completed following the evaluation of any consultation feedback</p>
<b>Recommendation(s):</b>	<p>That approval is given to commence a Public Consultation process.</p>	
<b>Reasons for decision:</b>	<p>To ensure that the Council’s Ceredigion Harbour Management Policy is fit for purpose.</p>	
<b>Overview and Scrutiny:</b>	<p>Thriving Communities Overview and Scrutiny Committee</p>	
<b>Policy Framework:</b>	<p>Not applicable</p>	
<b>Corporate Well-being Objectives:</b>	<p>Boosting the economy, supporting businesses and enabling employment</p>	
<b>Finance and Procurement implications:</b>	<p>None</p>	
<b>Legal Implications:</b>	<p>None</p>	
<b>Staffing implications:</b>	<p>None</p>	
<b>Property / asset implications:</b>	<p>None</p>	
<b>Risk(s):</b>	<p>None</p>	
<b>Statutory Powers:</b>	<p>The Council’s powers as a Harbour Authority and under relevant related Harbour Acts.</p>	
<b>Background Papers:</b>	<p>None</p>	
<b>Appendices:</b>	<p>Appendix 1- Ceredigion Harbours Management Policy Review</p>	

**Corporate Lead Officer:** Rhodri Llwyd, Corporate Lead Officer: Highways and Environmental Services

**Reporting Officer:** Gerwyn Jones, Corporate Manager: Environmental Services

**Date:** 01 June 2023

# Ceredigion Harbours Management Policy

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Author and service: Owen Morgan –  
Highways & Environmental Services.  
Date approved by Cabinet: **TBC**  
Integrated Impact Assessment (Yes/No):  
Publication date: **TBC**  
Review date: **TBC**

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## Ceredigion Harbours Management Policy

### Introduction

1.1 This is a Policy for managing the facilities and moorings of different vessels in the Council managed Harbours of Ceredigion, namely Aberystwyth, Aberaeron and New Quay.

1.2 Whilst the current scope of the Policy is the Harbours at Aberystwyth, Aberaeron and New Quay, in the event that any other Harbours or related facilities become Council managed facilities in the future, this Policy will automatically extend to cover those facilities.

1.3 All moorings and other facilities form part of a discretionary service provided by the Harbour Authority. Each mooring and associated facility is allocated subject to application on an seasonal (Summer 1<sup>st</sup> April – 31<sup>st</sup> October, Winter 1<sup>st</sup> November – 31<sup>st</sup> March) basis only and is covered by a Mooring or Facility Form Agreement Form with associated terms and conditions of use.

1.4 The purpose of this Policy is to ensure that a consistent, fair, and equitable approach is applied to new, existing and potential mooring holders and harbour users at the Ceredigion Harbours. It aims to ensure that the operational Policy and associated conditions are fully understood and recognised as fair, reasonable and equitable to all in what are shared use facilities.

1.5 This operational Policy statement supplements the Aberystwyth Harbour Act 1987, the Aberaeron Harbour Act 1807, and the New Quay Harbour Act 1835, Harbours, Docks and Piers Clauses Act 1847, (and all other relevant legislation including any subsequent supplementing and amending Orders and legislation), the associated Harbour Bye- laws, and the Terms and Conditions for the use of Ceredigion County Council Harbours. Where Ceredigion County Council is the Statutory Harbour Authority this Policy applies.

1.6 The term 'Harbour Master' as defined in national legislation shall be used to describe the term 'Harbour Manager' within this policy.

1.7 This Policy is a management tool, nothing within **it** shall interfere with the Harbour Manager's overall ability to allocate or regulate the number, location, size and type of moorings and facilities being used at any time within the three Ceredigion Harbours.

## **Objectives of the Policy**

2.1 The main objectives of the Policy are as follows:

(i) To clearly define criteria for the operation and management of harbour moorings and related quayside uses, having due regard to local needs and desires as well as encouraging public use and enjoyment of the harbour quays.

(ii) To continue promoting the harbours as some of the County's main locations as working harbours and for water-based recreation and leisure, taking into account the need for safe and easy access for all members of public.

(iii) To contribute positively to the management of the natural and built environment of the harbours, which includes adherence with all relevant Environmental Legislation.

(iv) To give a general overview of the responsibilities and obligations of mooring/facility holders and provide an outline of some of the key terms upon which the mooring/facility is allocated.

2.2 A copy of the Policy will be provided to applicants, potential applicants, members of the public and other interested persons or bodies on request. A copy will also be published on the Council's web page.

## **Functions of the Ceredigion Harbours**

3.1 The following paragraphs confirm the complex range of roles which the harbours perform and underlines the need for a clear mooring policy as a foundation for their proper management.

### **(a) Commercial Activity**

3.2 The port-related commercial operations in the harbours include charter companies who run scheduled tours around Cardigan Bay, a number of commercial fishing boat operations, and water-based activity providers.

### **(b) Leisure Activity**

3.3 The use of the harbours continues to predominantly be by leisure mooring holders which currently range from sailing yachts to power boats. Access is facilitated for visiting vessels in addition to mooring holders.

3.4 The use of the harbours for water-based recreation has increased, in particular but not limited to windsurfing and dinghy sailing, canoeing, kayaking, rowing, paddleboarding and angling. Slipways and facilities for water activities are located in all harbours.

### **(c) Visitor Attractions**

3.5 In addition to annual water-based events such as regattas, the harbour areas make a considerable contribution to the county's tourist economy as well as being a valuable recreational resource for local people. The Harbours give access to visitors and local people to the two Marine Special Areas of Conservation (SACs), home to the famous Cardigan Bay dolphins and other wildlife of international significance.

### **The Types of Moorings and Facilities.**

4.1 The classification for moorings and facilities in Ceredigion County Council managed harbours are as follows:

- (a) Leisure moorings
- (b) Commercial moorings
- (c) Deep water moorings
- (d) Short term visitor moorings
- (e) Facilities
- (f) Sizes and particulars of vessels, watercraft and other equipment

4.2 Other than the specific arrangements referred to relating to the limited quayside parking at New Quay Harbour there is no parking provision made or season tickets afforded to Harbour users in the Council's Pay and Display car parks.

#### **(a) Leisure Moorings**

4.3 The provision of moorings for leisure craft (mostly smaller craft used by private individuals for their own recreation) is a vital part of the recreational use of all three harbours. Leisure moorings are provided in a variety of locations in order to allow operational and managerial flexibility. This allows the ability to cater for varying demand for such moorings during the year.

4.4 These are agreed moorings for periods of stay greater than two weeks. Long-term does not imply that these moorings are permanent or tied to a particular location or mooring holder. This type of mooring is used by owners of leisure craft who wish to moor them in the harbours for long periods based on a seasonal agreement. The vessel owners do not own the rights to the mooring, nor are they allowed to transfer the rights of the use of the mooring if selling the vessel which is presently on the mooring. As Ceredigion County Council actively promotes the harbours for use by leisure craft, the provision of additional service facilities continues to be a priority. These may be provided by the Council or in partnership with others.



## **(b) Commercial Moorings**

4.5 There are a finite number of moorings for passenger carrying pleasure boats, commercial water sports and commercial fishing boats agreed at each harbour. It is recognised that further moorings could be provided as part of any future development opportunities or where future capacity becomes available.

4.6 Commercial moorings are subject to the following controls:

(i) Commercial moorings can be categorised as follows:

### **Passenger Carrying Pleasure Boat Moorings**

Certain moorings can be used for passenger carrying pleasure boats to offer wildlife tours, fishing trips and water activities in and around Cardigan Bay.

### **Commercial Fishing Boat Moorings**

Certain moorings can be used by commercial fishing boats to fish in Cardigan Bay.

(ii) All vessels seeking a dedicated commercial mooring will require the necessary commercial licences, coding and certification together with a mooring agreement.

(iii) Any commercial vessel trading in strategic locations of the Harbour affected by events will need to be able to move to allow for occasional relocation.

(iv) All waste generated by the user will wherever possible be stored on board the vessel. Bins must be kept aboard and stored in a satisfactory way so as not to prejudice the appearance of the vessel. Vessels will be expected to comply with requirements of the Harbour Manager in respect of waste disposal, which may vary from time to time depending on the disposal regime in operation. All commercial users must dispose of waste in accordance with the most current Port Waste Management Plan.

(vi) There is a quota for commercial moorings which is currently.

### **Aberystwyth:**

Commercial Passenger: 3.

Commercial Fishing: 9.

### **Aberaeron:**

Commercial Passenger: 6.

Commercial Fishing: 1.

### **New Quay:**

Commercial Passenger: 11.

Commercial Fishing: 6.

Commercial Deep-Water Moorings: 12.

Quotas could be subject to change depending on future development opportunities or where future capacity becomes available.

### **(c) Deep Water Moorings**

4.7 There are currently 18 deep water moorings situated off the coast in New Quay. Specific moorings have been assigned to a mixture of commercial and leisure vessels. The number of deep-water moorings has reached maximum capacity.

### **(d) Short Term Visitor Moorings**

#### 4.8 Short-Term Visitor Leisure Moorings

Short stay/overnight visitor moorings are available in harbours where capacity allows. There is a set daily and weekly fee for these moorings (please see current 'Fees and Charges'). The maximum stay on these moorings is two weeks and are allocated on a first come first served basis, at the Harbour Manager's discretion. Length of stay may be extended during the winter season, at the discretion of the Harbour Manager.

#### 4.9 Short-Term Visiting Commercial Moorings

Short stay/overnight commercial visitor moorings are available in harbours where capacity allows. There is a set daily and weekly fee for these moorings (please see current 'Fees and Charges'). The maximum stay on these moorings is two weeks and are allocated on a first come first served basis, at the discretion of the Harbour Manager. Length of stay may be extended during the winter season at the discretion of the Harbour Manager.

### **(e) Other Facilities**

4.10 Any leisure vessels, tenders, boats, cars and fishing gear etc. on harbours, piers, docks and slipways in strategic locations or any other location of the Harbour affected by events will need to be able to move to allow for occasional relocation and operational needs at the Harbour Managers discretion.

4.11 There is Water Activity Equipment Stand available for long term use at New Quay Harbour. The stand can be used for storage of water activity equipment such as but not limited to kayaks, paddleboards, windsurf boards and surfboards at Harbour Managers discretion. Long- term does not imply that the stand/facility spaces are permanent or tied to a particular location.

The facility is used by owners of water activity equipment who wish to store them in the harbour for long periods subject to an annual agreement. The users do not own the rights to the space, nor do they have the right to transfer the use of the space if selling the equipment allocated to the space.

## **(f) Sizes and Particulars of Vessels, Watercraft and Other Equipment**

4.12 No vessel/watercraft/ equipment shall be placed on a mooring other than the vessel/watercraft/equipment applied for. The mooring/facility is allocated according to the particulars of the vessel and the mooring/facility holder must not increase the size of his vessel/watercraft/equipment without ascertaining whether or not there is a suitable alternative mooring/facility available and without prior agreement with the Harbour Manager. The mooring/facility holder may lose the mooring/facility without being offered a replacement.

### **Leisure Mooring, Dinghy and Water Activity Equipment Stand Waiting Lists**

5.1 A mooring or storage space can only be offered and allocated to the person whose name is next on the appropriate waiting list for a specific harbour/facility subject to the suitability of the vessel/equipment being applied for, priority definitions below and at the Harbour Manager's discretion. A deposit (please see current 'Fees and Charges') is required to join the appropriate waiting list and lists will be closed once thirty names have been placed on the list as it will then be considered to be oversubscribed. A procedure covering the waiting list and the application of deposits can be found in Appendix 1 below.

5.2 Moorings, once allocated, are not transferable.

5.3 The waiting list is segregated into the following categories/order of priority:

1<sup>st</sup>: Council taxpayers whose permanent residence is within Ceredigion and who pay full Council tax to Ceredigion County Council. Proof of Council Tax arrangements will need to be sent to the Harbour Authority on application.

2<sup>nd</sup>: Council taxpayers whose main residence is outside of Ceredigion, but they own a property within the county. i.e., second homeowners. Proof of Council Tax arrangements will need to be sent to the Harbour Authority on application.

3<sup>rd</sup>: All others.

5.4 Other than those persons already on the mooring waiting list on 1st January 2011, berths will then be allocated according to the priorities above.

### **Commercial Moorings - Waiting Lists**

6.1 A commercial mooring can only be offered and allocated to a commercial operation that is next on the appropriate commercial mooring waiting list (one for passenger carrying pleasure boats, and one for commercial fishing boats in each harbour) and subject to the suitability of the vessel being applied for at the Harbour Manager's discretion. A deposit, please see current 'Ceredigion Fees and Charges', is required to join the waiting list and lists will be closed once fifteen operations have been placed on the list as it will then be considered to be oversubscribed. A procedure covering the waiting list and the application of deposits can be found in Appendix 1 of this Policy.

6.2 Both types of commercial moorings, once allocated, are not transferable.

6.3 Given the obvious demand for these types of mooring and the significant contribution made by passenger carrying pleasure boats, and commercial fishing boats to Ceredigion's economy and tourism portfolio, the Harbour Authority will operate a "use it or lose it" policy. If a commercial boat owner does not put a vessel on the allocated mooring facility by the 31<sup>st</sup> of May and / or does not operate a vessel commercially, then as of the 1<sup>st</sup> of June the mooring facility will be allocated to the next appropriate applicant on the waiting list at the Harbour Manager's discretion.

6.4 A car parking space at New Quay Harbour slipway can only be offered and allocated to a commercial operation that is next on the New Quay commercial car park space waiting list and subject to the suitability of the vehicle and operation being applied for at the Harbour Manager's discretion. A deposit, please see current 'Fees and Charges' is required to join the waiting list and lists will be closed once five operations have been placed on the list as it will then be considered to be oversubscribed. A procedure covering the waiting list can be found in Appendix 1 of this Policy.

Car parking spaces are not transferable and cannot be used by any other vehicles other than the vehicle allocated to the space.

### **Deep-Water Mooring Waiting List**

7.1 Other than those leisure boats that have previously been allocated a deep-water mooring and choose to continue using it following the introduction of the charge, all future deep-water moorings that become available will only be allocated to commercial vessels.

7.2 A deep water mooring can only be offered and allocated to a commercial operation that is next on the appropriate deep water mooring waiting list. A deposit please see current 'Fees and Charges' is required to join the waiting list and the list will be closed once ten operations have been placed on the list as it will then be considered to be oversubscribed. A procedure covering the waiting list and the application of deposits can be found in Appendix 1 below.

### **Duration of Mooring, Launching and Facility Agreements**

#### **Long Term Moorings**

8.1 The duration of the mooring agreement is dependent on the season applied for.

The duration of the summer season is 1<sup>st</sup> April – 31<sup>st</sup> October each year.

The duration of the winter season is 1<sup>st</sup> November – 31<sup>st</sup> March the following year.

Any vessel owned by a long-term mooring holder found on a mooring or on a hardstanding on harbour/Council premises after the 1<sup>st</sup> of November will be charged Winter Mooring Fees.

### Short-Term Visiting Leisure Moorings

8.2 The maximum duration of a short-term visiting leisure mooring agreement is two weeks commencing on the first date of stay. This may be extended during the winter season at the Harbour Manager's discretion.

### Short-Term Visiting Commercial Moorings

8.3 The maximum duration of a short-term visiting commercial mooring agreement is two weeks commencing on the first date of stay. This may be extended during the winter season at the Harbour Manager's discretion.

### Long-Term Launching

8.4 The duration of the annual launching agreement commences with each financial year on 1st of April and expires on the 31<sup>st</sup> of March of the following year.

Annual Launching Agreements are not offered on a pro rata basis, full fees are applicable regardless of date of launching.

No car parking rights are associated with the Annual Launching Agreement.

The Annual Launching Agreement is not Harbour specific and is valid for launching at any of the Ceredigion Harbours covered by this Policy.

### Short-Term Launching

8.5 The duration of the short-term launching agreement is dependent on the needs of the user and at the discretion of the Harbour Manager.

No car parking rights are associated with the Short-Term Launching Agreement.

The Short-Term Launching Agreement is not Harbour Specific and is valid for launching at any of the Ceredigion Harbours covered by this Policy.

### Facility Agreements

8.6 The duration of the Facility Agreement is 11 months commencing on 1<sup>st</sup> of May and expiring on the 31<sup>st</sup> of March of the following year. Every item/ equipment must **be removed** from the rack for the month of April to allow for any required maintenance/renumbering. Any equipment/ item remaining on a facility during the month of April can be removed by the Council without notice.

## **Mooring, Facility and Launching Charges and Rules**

9.1 All matters related to the application of charges for leisure moorings, commercial moorings, launching, visiting, kayak windsurf board stand, boat park spaces and other facilities can be found in the current financial years 'Fees and Charges'.

9.2 If a mooring/facility holder has not paid the required fee in full by the 31<sup>st</sup> of May, then as of the 1<sup>st</sup> of June that mooring / facility will be reallocated to the next appropriate applicant on the waiting list at the Harbour Manager's discretion.

9.3 If a mooring/facility holder does not put a vessel on the allocated mooring facility by the 31<sup>st</sup> May then as of 1<sup>st</sup> June the mooring will be reallocated to the next appropriate applicant on the waiting list at the Harbour Manager's discretion.

9.4 Moorings are not offered on a pro rata basis, full fees are applicable each season regardless of when the mooring was allocated or occupied.

9.5 A vessel will be charged based on length overall measured in metres (rounded up to the nearest metre), which shall include any bowsprit, push-pit, stern davit, bathing platform.

9.6 If the mooring/facility holder does not have his/her own vessel/watercraft/equipment on the authorised mooring for a period of one year then the facility will be forfeit and reallocated from the appropriate waiting list.

### **Renewal of Allocated Mooring/Facility**

10.1 The Council will endeavour to send each existing mooring/facility holder an application form requesting a Mooring/Facility Form Agreement to be completed and returned before the start of each season. If the mooring/facility holder returns the form indicating that he/she does not wish to renew the Mooring/facility Form Agreement, it will be allocated to the next person on the appropriate waiting list and the Council will send an application form and invoice as above. On receipt of the Mooring/Facility Form Agreement the Council will send an invoice to the mooring/facility holder.

10.2 In the event that the Council does not receive a completed mooring application for by 30<sup>th</sup> April, it will be considered that the mooring holder does not want to renew their mooring agreement and it will be allocated to the next person on the appropriate waiting list.

10.3 The Council will, upon receipt of payment, allocate a mooring/facility to the applicant in a location within the specific harbour applied for, the exact location is determined at the discretion of the Harbour Manager.

### **Cancellation of Mooring Form Agreements and Rejection of Waiting List Applications**

11.1 The mooring holder can cancel the Mooring/Facility Form Agreement at any time by giving 14 days' notice in writing to the Council. However, the fee and or deposit already paid shall be retained by the Council.

11.2 The Council can cancel the Mooring/Facility Form Agreement at any time by giving 1 month notice in writing to the mooring holder's last known contact details held by the Authority. A mooring/facility may be cancelled for a number of reasons, and these may include but are not limited to; bad debt, failure to comply with harbour Policy, regulations, directions, reckless conduct, disorderly behaviour and abuse towards harbour staff.

11.3 Full or pro rata refunds will not be due if the reason for cancellation is due to the conduct of the mooring/facility holder to comply with this Policy and / or any other Council directives or legal requirements. The Council will pursue any unpaid debt, irrespective if the mooring/ facility holder has vacated or been removed from the mooring/facility.

11.4 Waiting list applications will be rejected as a result of any abuse towards harbour staff.

### **Risk, Liability, Insurance Requirements and Recommendations**

12.1 All vessels/watercraft are berthed, moored, launched, moved and hauled out at the applicant's own risk and is not the responsibility of the Council. The applicant is therefore required to make sure that their vessel/watercraft and property are adequately insured against all risks. The Council accepts no liability for any loss or damage to property howsoever caused.

12.2 Any vessels/watercraft/equipment deemed injurious to the amenity of the harbour as defined below will have to be recovered and removed from the harbour by the vessel/watercraft/equipment owner. Failure to remove such a property from the harbour in such a period as shall be specified by the Harbour Manager in his absolute discretion (including immediate notice) will result in the Council recovering and removing the property and the appropriate charges being made. Such charges shall be a debt due from the Mooring/facility Form Agreement holder to the Authority. It is therefore strongly recommended that any insurance policy includes a wreck removal cover.

12.3 The mooring/facility holder shall indemnify the Council, their servants and agents against all actions, claims, costs and demands in respect of any injury or death of any person and any damage to any property which may arise out of the applicant's occupation and use of the harbour facilities including slipways, steps, jetties and staging and for this purpose shall maintain a Public Liability policy against such risks. Failure to maintain the appropriate insurance cover will result in the withdrawal of the mooring, launching and other facilities.

12.4 All mooring/facility holders using any part of the harbour facilities including slipways, steps, jetties and staging, for whatever purpose in connection with this application and whether by the Council's invitation or not, are expected to have due regard for their own safety and do so at their own risk.

12.5 The mooring/facility holder shall at all times be responsible for the safety of his/her vessel/watercraft/equipment and shall be liable for any damage accessioned to the Council's property, howsoever caused, during the navigation of any vessel/watercraft by the applicant or his servant or agents, or whilst the applicant's vessel/watercraft is berthed, moored, or launched, or by the vessel/watercraft slipping her berth, mooring or being cast adrift and will pay to the Council on demand any claim for compensation in respect of such damage.

12.6 The Council's Harbour Manager and other authorised Officers and servants, whilst acting in the course of their duty, shall not be responsible for any loss or damage which may occur as a result of compliance, or attempted compliance, with any lawful order or directions given by the Harbour Manager, or such other Officers or servants, nor shall the Council be liable for any loss or damage arising out of compliance, or attempted compliance, with the Officers' lawful orders. The Council, its servants, agents or employees shall not be liable for injury to any person, except where such injury arises through the negligence of the Council.

12.7 Any mooring holder wanting to over-winter or visit another Ceredigion Harbour other than that applied/allocated to, must make an application for that harbour. The mooring holder must ensure that his/her vessel is adequately insured for that harbour.

12.8 The mooring/facility holder is responsible and liable for any personal chain, ropes, bridals, shackles, tackle or any other mooring devices used to moor their vessel/watercraft/equipment to any point of the Harbour Estate or Council Property.

### **Vessels and Other Watercraft or Equipment Injurious to the Amenity of the Harbour**

13.1 If at any time the Harbour Authority are satisfied that a derelict vessel or structure or equipment moored in or lying in the water, on the foreshore of the harbour or other Council property is in such a condition as to be seriously injurious to the amenity of that part of the harbour or Council property in which it is moored lying or standing, the Harbour Authority may by notice require the owner thereof within such time as may be specified in the notice to take such steps as may be necessary to abate the injury to amenity. A vessel or other any other type of watercraft or equipment may be considered to be injurious to the amenity of the harbour or other Council property, by the Authority for reasons including but not limited to being badly dilapidated, unsightly due to neglect, seriously unkempt, unseaworthy and/or in danger of sinking, etc.

13.2 Failure to comply with such a notice issued by the Harbour Authority may result in the necessary action being taken directly by the Harbour Authority and the appropriate charges being made. Such charges shall be a debt due from the Mooring/facility Form Agreement holder to the Authority.

13.3 Tenders and trailers not marked with parent vessel's name may be removed without notice.

13.4 Other watercraft shall include but not be limited to kayaks, canoes, windsurf boards, paddle boards, dinghies or any other description of watercraft. Equipment shall include but not limited to trailers, vehicles, fishing equipment or any other property or items owned or used by the user.



## **Prohibition on Assignment/Sub Letting of Moorings/Facilities**

14.1 The mooring/facility is allocated to the mooring/facility holder and may not be shared, assigned, transferred, sub-let or otherwise used or made available to anyone other than the mooring holder. In the event that it is discovered that a mooring/facility holder is subletting or allowing the use of the mooring by another party, the mooring/facility will be withdrawn with immediate effect.

## **Inheritance**

15.1 There are no inheritance rights in relation to moorings or facilities within Ceredigion managed Harbours.

## **Identification**

16.1 All vessels/watercraft and equipment including but not limited to, trailers and tenders used within the harbours and Council property must have their names displayed conspicuously to the satisfaction of the Harbour Manager. The mooring holder should also ensure that the name of the vessel or mooring number is clearly displayed on any mooring buoy. Tenders must be marked with the name of the parent vessel. Kayaks/wind surfboards and other equipment as defined above must be numbered/named conspicuously to the satisfaction of the Harbour Manager.

## **Change of Vessel, Watercraft or Other Equipment**

17.1 In the event of the mooring/facility holder selling or otherwise disposing of the vessel/watercraft authorised to use the mooring/facility, the parties to the change shall ensure that immediate written notification prior to the sale or disposal is given to the Harbour Manager.

17.2 When an existing owner wishes to change their vessel/watercraft/equipment then a fresh application must be made for the intended new vessel/watercraft/equipment. The Council reserves the right to determine where a mooring/facility holder replaces a vessel upon a mooring/facility with another vessel/watercraft/equipment which is not suitable for the mooring/facility allocation, having regard to the size and particulars of the vessel/watercraft/equipment, to refuse that application. Where applications are not approved, applicants will be able to re-join the relevant waiting list at the next available opportunity (subject to sections 5 & 6 and Appendix 1) or keep the existing vessel/watercraft/equipment on that mooring/facility.

## **Mooring and Facility Transfers**

18.1 There are no transfer rights in relation to moorings or facilities within Ceredigion managed Harbours.

## **Partnerships**

19.1 Partnerships must have been registered with the Harbour Authority when the mooring was/is first allocated. Any subsequent changes of ownership or partnership buy out will not be recognised or count towards mooring allocation.

## **Use of Moorings**

20.1 Moorings must only be used for the purposes stated in the original application (i.e., leisure, commercial or deep water).

20.2 Vessels using moorings must not be used for residential purposes. i.e., no living on board is permitted and boats must not serve as the sole or main residence of any individual or group. Customers are not expected to sleep on board their craft unless that vessel has a suitable manufacturer holding tank for grey water and sewage. Moorings will be withdrawn from those harbour users who breach this expectation.

## **Fuel and Re fuelling**

21.1 No fuel or combustible material is permitted to be kept on or within the allocated mooring save in authorised storage tanks and containers. No petrol refuelling from cans or containers is permitted on the harbour side, pontoons, steps, slipways, or moorings. The only exception being by way of an approved siphoning/pumping device agreed specifically with the Harbour Manager. Any fuel spillage must be reported to the Harbour Manager, MCA and Natural Resources Wales immediately.

## **Pollution and Waste**

22.1 Mooring/facility holders must not pollute the harbour by spillage, dumping of waste, effluent, human waste, detergent and/or fuel or otherwise deposit refuse or scrap on the harbour estate, in the waters of the harbour or on the harbour bed. All harbour users must abide by the most current Port Waste Management Plan.

## **Reckless Conduct and Disorderly Behaviour**

23.1 The mooring/facility holder shall not use the mooring or facility in a reckless manner so as to cause danger to other users of the Harbour or damage to their property. The mooring/facility holder (including any persons on board a vessel/watercraft on the harbour within harbour limits) shall not cause unreasonable noise, nuisance or annoyance to other users of the Harbour. Harbour Users must follow the current Code of Conduct and other Council Directives at all times. Any such behaviour may result in the Council terminating the Mooring/Facility Form Agreement.

## **Compliance with Statute, Byelaws and Directions of the Harbour Manager.**

24.1 The harbour user and all persons having control or having charge of or being aboard their vessel/watercraft/equipment shall observe and perform all statutory and other obligations relating to the harbour including all Byelaws and Regulations made by the Council and directions given by the Harbour Officers.

24.2 In the event of the holder of the Mooring/Facility Form Agreement failing to comply with the conditions of the Mooring/Facility Form Agreement, Policy or any other Council Directive, the Council may give notice to remove the vessel/watercraft/equipment. Should this notice not be complied with or the conditions not met within fourteen days (or within the time period specified by the notice) of the date of the notice sent to the last known address of the harbour user, the Authority may remove the vessel to any place wheresoever and after a period of 14 days may dispose of it if it is not retrieved by the harbour user. The harbour user shall be liable to pay the cost of such removal, storage, mooring, berthing or disposal where applicable. Such charges shall be a debt due from the harbour user to the Authority.

24.3 No person shall within any enclosed harbour use buoyant pick-up ropes on moorings.

24.4 The master of a vessel shall not cause or permit the vessel to manoeuvre, come to anchor or be moored or placed so as to intentionally obstruct in any manner whatsoever the passage of vessels in and out of the harbour.

24.5 No person shall allow any vessel to obstruct any pontoons steps or slipways without the permission of the Harbour Manager.

## **Contractors**

25.1 Any business contracted by a harbour user to carry out any work on the harbour estate must apply for and be granted a valid Estates License for any work that may impact on the harbour such as but not limited to lifting operations, vessel repairs/maintenance, property works or any other events which may affect public highways and or publicly or privately owned property.

Any business contracted by a harbour user for any minor repairs on vessels watercraft, moorings or other equipment that does not affect arrangements relating to the above shall ensure that:

- Adequate third-party liability insurance and public indemnity cover is in place.
- An appropriate method statement and risk assessment is in place.
- The work does not breach the Policy, and or any other Council Directive or legislation.
- The contractor indemnifies the Council, their servants and agents against all actions, claims, costs and demands in respect of any injury or death of any person and any damage to any property howsoever caused during any works on the Harbour Estate.

## **Passenger Landing**

26.1 At the discretion of the Harbour Manager, visiting vessels coming from outside the County of Ceredigion are able to embark and disembark passengers from any of the three Ceredigion harbours, subject to application, payment of the applicable charge (see current 'Fees and Charges' and proof of insurance. Such vessels are required to give ample notice to the Authority where possible greater than two weeks.

## **Landing of Goods**

27.1 At the discretion of the Harbour Manager, visiting Commercial Vessels are able to land passengers or goods from any of the three Ceredigion Harbours subject to, application, payment of the applicable charge (see current 'Fees and Charges' and proof of insurance and applicable certification. This charge can be found in the current 'Fees and Charges'. Such vessels are required to give ample notice to the Authority where possible greater than two weeks.

## **Documents**

27.1 The following associated documents can be found on the Council's website or by contacting the Authority at [clic@ceredigion.gov.uk](mailto:clic@ceredigion.gov.uk) or on 01545 570881.

- Fees and Charges.
- Port Waste Management Plan.
- Port Marine Safety Code.
- Harbour Mooring Plans.
- Byelaws and Harbour Acts.
- The Harbours Constitution.
- Minutes of the Harbour Users Consultative Meetings.
- Live Public Consultations.
- Any other publicly available harbour associated documents.

## **Contact Details**

28.1 Should you wish to contract the Council in relation to any Harbour related matters you may do so via the following means:

Email: [cllc@ceredigion.gov.uk](mailto:cllc@ceredigion.gov.uk)

Telephone: 01545 570881

Neuadd Cyngor Ceredigion

Penmorfa

Aberaeron

Ceredigion

SA46 0PA

## Appendix 1

### Leisure, Commercial, Deep Water and Facilities Waiting List Procedure.

- 1) The waiting list fee is detailed in the current financial years' 'Fees and Charges'. On receipt of the appropriate fee and application form, the applicant's details will be placed on the relevant waiting list. Payment is as per instruction on application.
- 2) The waiting list entry will be dated the same day the deposit is received.
- 3) The deposit is NOT REFUNDABLE OR TRANSFERABLE but will be credited to the mooring/facility charge if, and when, a suitable mooring/facility is allocated.
- 4) Under normal circumstances the applicant will only be given one offer of a mooring/facility.
- 5) When a mooring/facility is offered and accepted, it can only be allocated to the person/operation whose name is on the appropriate waiting list, and subject to the suitability of the vessel/equipment being applied for at the Harbour Managers discretion.
- 6) When a mooring/facility is offered and accepted and no vessel/equipment is immediately available, the applicant must pay the full fee for the size of vessel/equipment applied for, and then has three months to place their vessel/equipment on the mooring/facility. If the mooring/facility is offered during the winter season, then the vessel / equipment may be placed by the commencement of the following summer season if this period is greater.
- 7) Often a waiting list will be banded dependent on the size of the mooring/facility. It is therefore important that applicants are certain about the size of the vessel/equipment. The length entered on the waiting list form will may be amended prior to the offer of a mooring being made however, this may result in a transfer to a new banding with a new entry date.
- 8) From time-to-time applicants will be asked to provide written confirmation of their wish to remain on a particular waiting list. The applicant's place on the waiting list will be forfeited and their details deleted from the waiting list records if written confirmation is not provided within 28 days of the request for confirmation being sent to the applicants last known contact details.
- 9) It is the applicant's responsibility to keep the Harbour Authority advised of any change in the applicant's details, especially any change of contact details.