

# **Vale of White Horse District Council**

## **Abingdon Moorings Policy**

### **Introduction**

1. This is a policy for managing the moorings that the Vale of White Horse District Council owns on the River Thames at Abingdon at: Abbey Meadow, Hales Meadow, Rye Farm Meadow and Wilsham Road (registered title number ON324581).

### **Background**

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

### **Objectives of the mooring policy**

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

### **Definitions for this policy**

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

### **General conditions applying to all mooring sites**

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



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