

Sailors Creek CIC

REGENERATION 2023/24

Boat Owner's Name:	
Postal Address:	
Email Address:	
Mobile:	
Emergency Contact/Reference:	

Boat Name:	
Type or Class/Construction:	
Type of Keel:	
LOA:	
Beam:	
Draft:	

Insurance Company/Policy #:	
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Date Berth Required	From:	To:
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Discharge Plan	Grey:	Black:	Checked?
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TERMS

- Charges payable annually and in advance.
- Berth holders to make their own arrangements for disposal of rubbish.
- No articles to be left on the foreshore, pathway, field or any part of Sailors Creek property. Sailors Creek CIC reserves the right to charge for the removal of articles or rubbish.
- All boats must be insured for 3rd party public liability with a minimum of £3,000,000 cover and are berthed at owner's risk. Sailors Creek CIC will accept no liability for loss or damage however caused.
- **Annual mooring rate from 1st April 2023:**

Up to 30' £407

31' to 40' £508

41' to 50' £621

51' to 60' £734

60' plus £POA

Commercial Vessels £POA

Liveaboard charges may be payable.

- No pets allowed, except by agreement with Sailors Creek CIC. Quadrupeds to be kept on a lead whilst in Sailors Creek.

I agree to the terms of trading as presented by Sailors Creek CIC and confirm that the boat is insured for 3rd party risks.

Signed:

Owner.....Date.....

Landlord.....Date.....

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Conditions:

Sailors Creek CIC consent to the mooring of ONE boat on the above mentioned tidal land, in the position on the plan, for a period of twelve months only (commencing 1st April each year) subject to the following conditions:

1. You are responsible to pay all rates, taxes and other assessments and outgoings in respect of the mooring or its use.
2. You are to keep Sailors Creek CIC indemnified against all costs, claims or actions which may arise in consequence of the granting of this consent.
3. The berth holder must hold a minimum of third party public liability insurance of £3,000,000 for his/her vessel which must be available for inspection.
4. The mooring and/or craft using the same must not be used for commercial purposes; nor should the craft be used for permanent living accommodation; nor is the mooring to be offered for hire to any other person. **Anyone living aboard temporarily may be charged £10/Week pp, and at present the creek is not set up for liveaboards.** Berth holders may allow their berths to be temporarily used by a third party when not in use by the berth holder but the period of such use is not to exceed one month. Any occupation of the berth for a period longer than one month must be formally agreed with Sailors Creek CIC and will be charged to the temporary occupier at the rate as agreed from time to time. All charges are payable Sailors Creek CIC and the berth holder must notify the temporary user of this fact before agreeing to the use of his/her berth.
5. You must keep mooring in good repair and proper state of repair. No boat mooring ropes must cross the path which must be kept clear at all times. Boat mooring ropes must not be tied off to trees. Sternfasts and bow moorings must be adequate and suitable for the craft's safety and that of the general public. Where stern lines cross other moorings they should be weighted so as not to interfere with the passage of other vessels. Any emergency work Sailors Creek CIC has to undertake to maintain moorings on behalf of berth holders will be chargeable, see condition 12. Sternfasts must be dug below the mud surface.
6. The polluting of the area by dumping waste material such as oil, paint, rope, chai, etc. is an offence under the National and Harbour regulations and berth holders will be held responsible.
7. This consent may be determined by Sailors Creek CIC at any time on three months' notice in writing and immediately prior to the expiration of such notice the mooring is to be reinstated and restored to the satisfaction of the owner.
8. This consent is personal and non-assignable and you are to notify Sailors Creek CIC of any change of address.
9. Owners of vessels taking up berths not officially allocated by Sailors Creek CIC will be charged at £100 per week or part thereof. After being advised, failure to remove the vessel will result in legal action.
10. All vessels must be kept in a seaworthy condition so that they are capable of floating with each tide unless staunching is in progress. Should a vessel not float or be incapable of floating the berth holder will be advised. It is the berth holder's responsibility and obligation to remedy the situation. If after six

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months the vessel is in the same or worse state it will be deemed to be derelict and the berth holder will be so advised by Sailors Creek CIC. If after a further period of one month no action has been taken by the berth holder to either repair or remove the vessel Sailors Creek CIC will dispose of it and bill the berth holder. Sailors Creek CIC reserves the right to reallocate the beach berth.

11. All vessels must be kept, to a reasonable degree, in a clean and tidy condition. Maintenance should be periodically carried out to prevent the accumulation of excessive moss, lichen, and barnacles etc on hulls, decks and coverings. Where a vessel's conditions are considered in a state of neglect the berth holder will be so advised by Sailors Creek CIC. Sailors Creek CIC are available to undertake any basic chargeable activities in order to maintain moorings on behalf of berth holders.
12. If Sailors Creek CIC have to act in an emergency to staunch or secure any vessel the berth holder will be charged at a rate of £50/hour per person, minimum call out rate £100. £75/hour per person will be charged for any emergency call out after dark.
13. Sailors Creek CIC reserves the right to change the berth holders' allocations in order to make the best use of the beach berth areas.
14. Sailors Creek CIC reserves the right to claim ownership of any vessel that has been abandoned for 3 months. A boat will be deemed abandoned by Sailors Creek CIC if no contact can be made with the owner despite efforts by email, phone, posters, publicity and other methods. Owners must inform Sailors Creek CIC if they plan to be away for periods of longer than 3 months.
15. Berth holders should be aware of the bye-laws relating to the Ports of Truro and Penryn and the safety of their vessels particularly with regard to other berth holders. The website www.boatsafetyscheme.com/Fire should be referred to regarding the safety of heating, cooking, electrical and generating appliances.
16. Sailors Creek CIC does not accept liability for loss, damage, or injury to property or persons whatsoever.
17. We are aiming for zero discharge from vessels moored at Sailors Creek. We would like to support boat owners in achieving this and we ask boat owners to indicate what their plan is for grey and black water. Compost loo and composting facilities are available but provided at the discretion of Sailors Creek CIC.
- 18. Berth holders must ensure their vessels are fit to leave the creek for one cumulative month per year. This condition is to encourage berth holders to use their vessels and to support Sailors Creek in being a lively haven for active sailors and their vessels.**
- 19. Berth holders and anyone requesting a place on the Sailors Creek CIC mooring waiting list will be required to join Sailors Creek CIC as a member to ensure a place on the list.**