



Mooring terms and conditions for temporary (overnight & short stay) moorings at Higginson Park, Marlow, Bucks

DEFINITIONS

“Boat Owner” or “User” described here shall be deemed to be legal owner, hirer, user or person in control of a vessel.

“Council” means Wycombe District Council or its successors.

“Vessel” refers to all powered or non-powered boats, canal boats, barges, cabin cruisers, hire boats, rowing and sailing boats, tugs, steamers, launches.

Places for People Leisure (PFPL) the Council’s agents.

A. General

1. The following are the conditions under which the Council agree to allow the Boat Owner/User to moor his/her vessel in the River Thames to the Council’s land.
2. The Boat Owner or User shall ensure the vessel has a valid Boat Safety Certificate and is currently registered with the Environment Agency for use on the River Thames and the Licence issued by the Environment Agency is at all times displayed whilst the vessel is on the mooring.
3. The Boat Owner or User will cause to be displayed in a visible position in a window or windscreen any licence, ticket or permit issued by the Council related to the current mooring agreement or charge paid.
4. All vessel users agree to the terms and conditions on moorings in force which may be issued by the Council from time to time and will adhere to all instructions given by its staff and Places for People Leisure Staff collecting mooring fees on behalf of the Council.

B. Mooring Conditions

1. No moorings at Higginson Park shall be made for longer than seven nights without prior written permission of the Council.
2. No vessel in excess of 25 metres in length will be moored except by special permission of the Council. At busy periods and with the permission of Council staff, canal or narrow boats ONLY will be allowed to “double up” on moorings provided the full mooring fees are paid by BOTH moorers and the mooring does not obstruct other vessels or river traffic. Otherwise NO doubling-up or multiple moorings are allowed.
3. No car, trailer or other vehicle can be parked near to or adjacent to the vessel. Visitors must park in the Pound Lane car park and pay the appropriate car parking fee.
4. The Boat Owner or User shall position or reposition their vessel in accordance with any directive which may be given by Council Officers or Places for People Leisure staff.
5. The Boat Owner or User shall keep their vessel at all times in a clean and tidy, sound and watertight condition, shall anchor or 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 anchorage or mooring. The Boat Owner or User should be aware of and abide by all Health and Safety Rules pertaining to the use and mooring of the vessel and its equipment.
6. The Boat Owner or User shall not cultivate, camp upon, create barbeques or fires or otherwise occupy the Council’s land or pavement alongside the mooring place or allowed to be placed in the River Thames or on or adjacent to any part of the Council’s land and post, pile, stage, pontoon or any other work whatsoever, except with and in accordance with the permission of the Council.
7. All Boat Owners, crew and visitors to boats must abide by the Council’s By Laws when moored at Higginson Park.
8. The Boat Owner or User shall not do, or permit to be done upon or about the vessel, anything which in the stated opinion of the Council may cause damage, danger or annoyance or become a nuisance to the Council or persons on or about the River Thames. This includes obstruction of towpaths, footpaths, benches, pavement or other Council property. Excessive noise or disturbance of other persons is not permitted.
9. No refuse shall be thrown overboard or left on the towpath, pavement or disposed of in anyway other than by removal from the Council’s premises to an appropriate waste disposal site.

10. 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 Council's land via an appropriate Waste Disposal site.
11. The Council reserves the right to close the moorings for various events which take place on the river such as the Spring Regatta 1st Bank Holiday in May, Marlow Town Regatta and Festival (mid June) and other open water swim events. If the moorings are closed for events then notices will be displayed along the tow path advising boaters of the closure.

C. Use of Moorings

1. No part of the 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.
2. The Boat Owner or User will use, or allow to be used, the vessel for recreational and holiday purposes and will not occupy the moorings for residential purposes.
3. The Boat Owner or User shall not use, or allow to be used, the vessel or any part of the Council's property or premises for commercial or business purposes. Commercial and business activity is defined as any trade which takes place from the vessel to members of the public along the towpath.
4. No work shall be done to the vessel whilst at the Council's premises or moorings (unless with prior written consent of the 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, his regular crew, or members of his family not causing any nuisance or annoyance to other users of the River Thames or any other person in the vicinity.
5. The Boat Owner or User must ensure the vessel is left properly moored, secure and safe when not in use.
6. The permit is a permit to moor only and does not include the right to fish either from the bank or vessel.
7. The Council reserves the right to require the Boat Owner or User to remove his vessel at any time should it become necessary to do so in connection with the exercise of their statutory functions.
8. Please note there is a water discharge point into the Thames which is clearly signed if you moor at this point then some noise disturbance may occur.

D. Damages, Losses and Safety

1. The Council shall not be liable whether in contract, tort or otherwise, for any loss, theft, vandalism or any other damage of whatsoever nature caused to any vessel or other property of the Boat Owner or User others claiming through the Boat Owner or User except to the extent that such loss, theft or damage may be caused by the negligence or wilful act of the Council or those

for whom the Council is responsible. It is recommended Boat Owners or Users secure their vessels with both mooring lines at the bow and stern and anchor on the riverside of the vessel.

2. The Boat Owner or User shall insure his vessel against loss or damage however caused and shall maintain insurance for third party and passenger liabilities in a sum of not less than £2,000,000 for any claim or series of claims arising out of the same incident or series of incidents during any one policy period; and insure in a sum of not less than £15,000 in respect of wreck, removal and destruction.
3. The Boat Owner or User shall pay for all loss, damage, costs, claims or proceedings incurred by or instituted against the Council against, its employees or agents which may be caused by the vessel, or by the Boat Owner, his employees or 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 Council or those for whom it is responsible.
4. The Boat Owner or User shall not be entitled to any compensation 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 Council in exercise of any statutory or other power whatsoever.
5. Neither the Council nor its officers are in any way responsible for the safety or custody of the vessel and the gear or fittings or other property thereon.
6. The Council gives no warranty 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 Licensee or any other person pursuant to the exercise or purported exercise of the rights granted in this Licence.

E. Payments and defaults

1. The Council has the right to exercise a general lien upon any vessel and/or property of the Boat Owner or User whilst in or on the Council's mooring site, until such time as any money due to the 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 paid.
2. Without prejudice to any other rights in respect of breaches of these Conditions, the Council shall have the right to terminate the permission to moor granted to the Boat Owner or User in the following manner in event of any breach by the Boat Owner or User of these Conditions or of any failure by the Boat Owner or User to make payment due to the Council.
3. If the breach is capable of remedy or the Boat Owner or User has failed to make any such payment, the Council may serve notice on the Boat Owner

- or User specifying the breach or failure to pay and requiring them to remedy the breach or pay the amount within seven days.
4. If the Boat Owner or User fails to remedy such a breach or pay the amount due within seven days, or the breach is not capable of remedy, the Council may serve notice on the Boat Owner or User specifying the breach or failure to pay and requiring him to remove the vessel within seven days at the expiry of which the Boat Owner or User shall remove the vessel and any other property of his/hers from the Council's mooring site.
 5. If the Boat Owner or User fails to remove the vessel on termination of the ticketed stay period, the Council shall be entitled
 - a.) To charge the licensee with the amount of outstanding mooring fees attracted by the vessel on-going mooring and /or
 - b.) To apply to a court to reclaim the fees outstanding and to apply for the payment of costs by the Boat Owner or User.

F. Charges

1. An overnight mooring fee is payable for every boat moored between the hours of 6pm and 9am. There is no charge for mooring during the day.
2. Details of the mooring fee are displayed in the park noticeboards and on the litter bins along the towpath.
3. The mooring fee may be paid at the reception desk at Court Garden Leisure Complex. Please follow the path starting at the wooden bridge and which runs alongside the cricket pitch to the car park where you can find the main entrance to the Complex.
4. Payment is collected on behalf of the Council by Places for People Leisure.
5. The mooring fee includes the free use of the Sluice (chemical toilet disposal facility) and the Complex's shower facilities. The key for the sluice may be obtained from Reception, at Court Garden Leisure Complex, on payment of a £10 deposit.
6. The mooring fee also includes temporary membership of the Leisure Complex, entitling all occupants of the boat to use any of the facilities (excluding the gym) at the standard members' rate for the actual date moored only. Proof of payment (receipt for mooring fee) must be shown at the Reception Desk.
7. The mooring fee is not payable when the Environment Agency has placed red warning signs at the nearby locks advising of flooding and high water levels. Charges will become applicable once the warning notices are removed.

Contact details

Further information may be obtained from Wycombe District Council by calling 01494 421878 or 01494 421812 or email

Groundsmaintenance@wycombe.gov.uk

Office hours are Monday – Friday 9am -5pm.

Or contact

Court Garden Leisure Complex on 01628 405200 email enquiries@courtgardenleisurecomplex.org