

The Trustees of Polperro Harbour

General Terms and Conditions relating to Mooring Licenses issued pursuant to the Polperro Harbour Act (1894) and Byelaws (1995)

Version 1 June 2026

1. The Trustees of Polperro Harbour issue mooring licenses which permit the licensee to lay, use or occupy a mooring indicated by the Harbour Master. The Licensee is responsible for the payment of mooring fees and harbour dues. For the purpose of interpretation of these terms and conditions the following definitions shall apply:
Licensee shall be the owner of the vessel and whose name appears on the license.
The owner shall mean the person having one hundred percent or a majority shareholding in the vessel, or if the holding is equally divided then all the shareholders.
The Harbour Master means the person(s) properly appointed from time to time by the Trustees of Polperro Harbour to act as its duly authorised representative including the Harbour Master and Assistant Harbour Master positions.
The Master shall include owner(s) and other persons having ostensible authority for the vessel.
The Harbour means the inner and outer harbours of Polperro to the high-water mark of ordinary spring tides
Mooring Fee shall be the fee payable in respect to the granting of an annual mooring license charged at the rate currently applicable
Harbour Dues shall mean the fee payable in respect of a vessel at the rate currently payable including VAT
Waiting List Application Fee shall be a fee payable to register a waiting list application and shall be the fee displayed on the application form
Registration Fee shall be a fee payable in respect of administrative charges levied on the first allocation of a mooring
Local Resident shall mean a person whose declared main place of residence appears on the electoral register and is within two miles of the Harbour
Vessel shall mean a vessel brought into the harbour.
2. The Licensee, the Master, guests and invitees of any of them use the harbour and its facilities at their own risk.
 - a. The Trustees of Polperro Harbour and its employees and contractors shall be under no liability for loss, injury or damage of any kind caused to or suffered by any vessel or gear in the harbour nor cause to or suffered by any person using the harbour unless such loss ,injury or damage was caused by the negligence or deliberate act of the Trustees of Polperro Harbour , its employees or contractors.
 - b. The Licensee shall be responsible for ensuring that the vessel is suitably moored and fendered so that it responds primarily to the tide over the wind in a manner so as to avoid damage to, or interference with, other

vessels: windage should be minimised (e.g. spray hoods and dodgers should be struck down) , suitable fenders should always be deployed.

- c. If in any doubt, the licensee should ensure that the vessel is moved off the mooring if the conditions are expected to be unsuitable for the vessel in terms of tide or forecast wind.
 - d. The Trustees of Polperro Harbour accept no responsibility for any damage caused to vessels by way of tidal heights or movement due to wind and/or tide or change in sea/riverbed levels around the mooring
 - e. The licensee or any associate of the licensee shall not live permanently or temporarily on the vessel
3. Where, in the opinion of the Harbour Master, it is necessary or expedient for the better operation of the harbour and/or the safety of the users thereof, the Trustees of Polperro Harbour may
 - a. Direct the owner to temporarily or permanently relocate the vessel to a different mooring within the harbour.
 - b. At the sole risk of licensee lift, or carry our repairs to, and re-lay and/or re-site elsewhere within the harbour any mooring hereby licensed and for the purpose that may move any vessel then occupying and/or visiting the mooring
4. The Trustees of Polperro Harbour may exercise a general Lien upon any vessel moored or lying in the harbour or at or upon any other property owned by the Trustees of Polperro Harbour and/or upon any mooring gear and/or any gear attached to or upon any vessel.
5. The Holding of a license does not exempt the licensee or any occupier from the payment of Harbour Dues at the rate currently applicable, nor the payment of any sum which may be properly due to other landowners.
6. The Licensee may renew his/her license by remitting the necessary fee between 1st April and 15th May each year. Payments received after 15th May will incur a 15% surcharge.
7. The granting of a license is conditional on the licensee's intention to use the mooring allocated during the period of the license. Should the licensee not use the mooring in this period or not make arrangements with the Harbour Master for the temporary relocation in the period of non-use, the license will be revoked. If the vessel is not used for prolonged periods without reasons acceptable to the Trustees of Polperro Harbour, the License will not be renewed.
8. The Laying of a mooring is unconditional acceptance by the licensee of these terms and conditions and obligation to pay mooring fees and dues when appropriate.
9. The Licensee agrees that
 - a. He/she will at all times throughout the currency of the license observe and comply with all the terms and conditions from time to time in force and any notice or direction given to him/her by the Harbour Master and also the Polperro Harbour Bylaws and other statutory rules and regulations affecting the harbour.
 - b. In mooring areas where required to do he/she will provide his own mooring gear

- i. The gear will be such as to be substantial enough to provide adequate mooring for the size type of boat.
 - ii. Frapes and pickup lines between buoys or sinkers must be weighted such that they will at no time float at or near the surface of the water
 - iii. Any mooring or pickup buoys must be clearly or indelibly marked in contrasting colours
 - iv. Mooring lines and/or chains should be regularly inspected by the owner
- c. He/she will be responsible for the conduct of and be fully responsible to the Trustees of Polperro Harbour for any loss, damage, expense, injury or nuisance caused or committed within the Harbour by the Master, crew members, agents or guests.
- d. He/she will surrender the license should he/she no longer require the mooring to moor his/her vessel and will not assign, transfer or sublet licence without the prior written approval by the Trustees of Polperro Harbour. Failure will result in withdrawal of the license.
- e. He/she will immediately notify the Harbour Master, in writing of the intention to change vessels at the mooring. Prior approval is required and may not be granted if the Harbour Master considers the replacement vessel to be unsuitable or if the vessel is not in accordance with the Watercraft Policy for Polperro Harbour.
- f. With regard to vessel(s) occupying the mooring(s) licensed hereby, he /she will ensure
 - i. The vessel name is clearly indicated on the bow or transom
 - ii. The vessel is kept clean and presentable, as deemed by the Harbour Master, at all times
 - iii. The vessel does not pollute the harbour either by spillage, leakage or dumping of waste, effluent, detergent or fuel or otherwise.
- g. The licensee shall pay all sums due to the Trustees of Polperro Harbour when they are due and the event of any sums being unpaid for 90 days after the due date this license may be terminated without notice.
- h. The Owner shall indemnify the Trustees of Polperro Harbour from and against all costs, claims, demands and liabilities as a result of any failure by the owner to comply with the terms and conditions of this license or any failure by the owner properly to navigate or moor the vessel. The owner will insure the vessel including public liability insurance and will provide a copy of the insurance policy as and when requested.

Termination

10. Termination of the license may be effected as follows:

- a. By the licensee, by fourteen days' notice in writing to the Harbour master, subject always to compliance with these terms and conditions and of payment of any sums due hereunder and remaining paid. No refund will be paid.
- b. By the Trustees of Polperro Harbour at any time and for whatsoever reason, provided that the licensee is given fourteen days' notice in writing.

He/she will be entitled to one twelfth of the mooring fee for each complete month remaining.

- c. By the Trustees of Polperro Harbour forthwith in the event of any breach of these terms and conditions and upon being called upon to do so the Licensee shall forthwith remove the vessel and mooring from the Harbour.
11. At the expiry or sooner termination of the license hereby granted, all mooring gear must be removed by the licensee at his/her expense. Failure by the Licensee to remove the mooring gear from the harbour within seven days of such expiry or termination will empower the Harbour Master to remove the same at the Licensees expense without incurring any liability whatsoever to the Harbour Master or the Trustees of Polperro Harbour for an damage cause to the mooring gear or to any vessel moored thereto during or by reason of such removal.
 12. The Trustees of Polperro Harbour may modify, extend or reduce the Terms and Conditions of the Mooring Licenses at their sole discretion on giving 14 days written notice to the Licensee at his/her declared address.