

South Kyme Parish Council

Visitor Mooring Policy

Introduction

1. This is a policy for managing the visitor moorings that are owned by the Sleaford Navigation Trust (SNT) on the Kyme Eau, within South Kyme village.

Objectives of the mooring policy

2. The primary objective of this moorings policy is to encourage more visiting boaters to moor at South Kyme and peacefully enjoy the moorings, the village and surrounding area.
3. This will be achieved by a policy that allows boaters to moor their boat free of charge in South Kyme for a reasonable amount of time but discourages overstaying or any misuse of the moorings.

Definitions for this policy

4. "Council" means the South Kyme Parish Council.
5. "Boater", "Boat Owner" or "User" means the legal owner, hirer, user, or person in control of a vessel.
6. "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.
7. "Mooring Site", "Mooring" and "Moorings" are the visitor moorings adjacent to the Kingfisher Monument.

General conditions

8. The visitor moorings can be used free of charge for a maximum of 72 hours.

9. No mooring shall be longer than 72 hours, without the prior permission of the Council or SNT.
10. Boat owners or users who moor for more than the maximum of 72 hours may be subject to action by the Council.
11. Boat owners or users, who return to the visitor mooring within 14 days of their boat having been previously moored there, without the prior permission of the Council may be subject to action by the Council.
12. All boat owners or users agree to the terms and conditions on moorings that may be issued by the Council or SNT from time to time and will adhere to all instructions given by their staff or representatives.
13. Vessels “doubling up” on moorings are not to cause an obstruction.
14. No car, trailer or other vehicle can be parked on grassed areas near to or adjacent to a vessel using the moorings.
15. The boat owner or user shall position or reposition their vessel in accordance with any directive which may be given by the Council’s or SNT 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 open fires or otherwise occupy the Council’s land alongside the moorings.
18. The boat owner or user shall not place or allow to be placed in the Kyme Eau, or on or adjacent to any part of the Council’s land any post, pile, stage, pontoon or any other work whatsoever, except with and in accordance with the permission of the 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 Kyme Eau or local residents.
20. No refuse shall be thrown overboard or left on the riverbank. All refuse should be removed from the site and disposed of in a safe and

appropriate way. Users should avoid using the waste bin at the mooring. 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 approved waste management contractor.

21. No sewage shall be discharged to the Kyme Eau or Slea.
22. 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.
23. The boat owner or user shall seek the Council's permission before using the vessel or any part of the 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 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 or their crew. Minor running repairs or routine maintenance should not cause any nuisance or annoyance to other users of the Kyme Eau, local residents or any other person in the vicinity.
25. The Council and SNT 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 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 Council or those for whom the 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 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 Council or those for whom it is responsible.

28. The boat owner or user shall not be entitled to any compensation from the 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 Kyme Eau or by any works or operations of the Council in exercise of any statutory or other power whatsoever.
29. Neither the 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 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 Council has the right to monitor and record the use of its moorings in accordance with the Data Protection Act 1998 and any subsequent data protection legislation.
32. The use of the Council's moorings shall not in any way create a relationship of Landlord and Tenant or create any rights or obligations other than as expressed in this policy.