

## Whisstocks Quay

### Terms and Conditions of Use

Whisstocks Quay (the "Quay") is managed by Woodbridge Town Council ("WTC"). It extends from the Tide Mill Quay for 62m/ 203ft in front of Whisstocks Place/ Woodbridge Museum.

#### A OBSERVATIONS

1. All Operators of vessels (which expression shall include any owner, charterer or any other person in charge of a vessel) at the Quay, personnel aboard such vessels and members of the public electing to moor at, visit and/or use the Quay do so at their own risk and are required to comply with these Terms and Conditions.
2. Operators of a vessel berthed at the Quay and all persons visiting or using any part of the Quay and the mooring facilities for whatever purpose, whether by invitation or otherwise, do so at their own risk. Neither WTC nor its staff are responsible for any loss, accident, damage or injury caused to or by any such person or Operator of a vessel berthed or person electing to be on or near the Quay or by any boat or river user. All children using the Quay must be closely supervised by adults. Operators shall indemnify WTC in respect of any claim brought against WTC arising out of the actions of the Operator or crew of a vessel.
3. WTC must be informed of the name and specifications of any vessel intended to be moored, details of its operator, owner and crew, and any other relevant information requested by WTC prior to mooring at the Quay or as soon as is reasonably practicable thereafter. Failure to provide such details and any other information reasonably requested by WTC may result in the vessel being moved, removed or required to leave the Quay at WTC's discretion.
4. No vessel shall be moored or shall berth at the Quay without the express authority of WTC thereto and such usage is subject to payment of mooring or other charges, the application of and compliance with these Terms and Conditions and any directions given by WTC.

#### B GENERAL

5. Jet skis and similar personal water craft may not be launched at or from the Quay.
6. Signs, hoardings, exhibitions and displays are not allowed at or upon the Quay unless authorised by WTC.
7. Mooring at the Quay is subject to a mooring charge of £12.00 (inclusive of VAT), or such other figure as WTC shall determine from time to time, per day or any part thereof and is limited to a maximum stay of 3 consecutive nights at any one time. Vessels are not permitted to return to the Quay within 28 days. Vessels must be properly moored and attended throughout by a capable adult operator.
8. Water, electricity and sewage/waste facilities are not available at the Quay.
9. No fuel of any kind may be brought onto the Quay in any container larger than 25 litres without written permission of WTC and unless an appropriate "spill kit" is properly deployed on every occasion.
10. No person shall cause or permit any fire on any vessel moored at the Quay or upon the Quay.
11. The Operator of any vessel having sustained sufficient damage as to affect its seaworthiness shall, for safety reasons, inform the WTC immediately and comply with any subsequent directions given. Such vessels shall be removed as soon as possible.
12. Unless expressly permitted by WTC for safety reasons fishing, crabbing or other recreational activities from the Quay are prohibited.
13. Diving, swimming and/or rafting from and/or near the Quay is prohibited.
14. The riverbed in the vicinity of the Quay is muddy, soft and dangerous and should not be walked upon by members of the public.

#### C MOORING

15. The Operator of a vessel wishing to berth at the Quay shall contact and request permission to berth from WTC before berthing or as soon as is practicable thereafter.
16. The Operator of the vessel wishing to berth or having berthed at the Quay shall notify WTC of his full name and address, the full name and address of the owner of the vessel and any further relevant information requested by WTC.
17. The Operator of a vessel shall, at any time upon being asked by WTC or an authorised officer of WTC immediately declare his full name and address and the full name and address of the owner of that vessel.
18. WTC reserves the right to move any vessel from its mooring and/or to remove any vessel and/or to request the removal of a vessel by its Operator from any mooring at any time should there be any breach of any condition herein should this be deemed necessary by WTC at their sole discretion.
19. No Operator shall make fast a vessel by any rope, chain or tackle to any quay, post, ring, fender, hydrant, lamp-post or other object, thing or place not designated for that purpose.
20. No Operator shall abandon a vessel at a mooring or at the Quay. For the purposes of this paragraph an Operator who fails to obtain permission or notify WTC of the details required in paragraphs 16 and 17 above, or who leaves a vessel in such

circumstances, condition or manner, or for such a period that he may reasonably be assumed to have abandoned it shall be deemed to have abandoned it unless the contrary intention is shown.

21. WTC may give directions to the Operator of an abandoned vessel, if known, or may have the vessel removed and disposed of at its discretion.

22. No electricity or other cables, ropes or lines are to be placed across the Quay without the permission of WTC. If the use or placement of such ropes or lines is permitted by WTC,

the Operator of the vessel shall ensure the ropes or lines etc do not cause obstruction on Quay, are properly supervised and attended by the crew at all times and are marked so as to be clearly visible.

23. Any damage, collisions or accidents, however minor, should be reported immediately to WTC.

24. No work shall be done to any vessel whilst at the Quay, other than minor running repairs or minor maintenance of a routine nature not causing any nuisance or annoyance to any other persons in the vicinity.

25. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated so as to cause any nuisance or annoyance to any other persons on or in the vicinity of the Quay. All tackle and rigging shall be secured so as not to cause such nuisance or annoyance.

26. No refuse or noxious substances or sewage shall be discharged or thrown overboard or left on or in the vicinity of the Quay. No items of boats, gear, fittings or equipment, supplies, stores, or the like shall be left upon the Quay. Operators of vessels (nor any other persons) shall not camp in tents or other structures upon or near the Quay.

27. No commercial activity is to be carried out from any vessel at the Quay or upon or in the vicinity of the Quay without prior express written permission from WTC.

28. No advertisement, placard or hoarding (except warning against trespassers or damage or unless required for safety reasons) may be displayed on any vessel while at the Quay without prior express written permission from WTC.

29. Vessels at the Quay should be maintained in a clean and tidy state and in a seaworthy condition at all times.

30. WTC reserves the right to board, moor, enter or carry out any emergency work on any vessel at the Quay, or to move said vessel, if in the opinion of WTC it is necessary for the safety of the vessel or the safety of other Quay users.

31. Operators of vessels are responsible for the overall welfare of their vessel and should satisfy themselves as to the suitability and safety of the ground conditions at the Quay, which does dry at low tide.

32. Vessels at the Quay must be moored parallel to the Quay, secured only to the bollards provided for this purpose, adequately fendered off the Quay so as to prevent damage to the Quay and the vessel, and should be left properly moored, secure and safe when not in use.

33. The Operator of a vessel moored at the Quay shall ensure that all projections other than projections which are integral parts of the vessel) are stowed within the vessel's rail, and that outboard motors are adequately fendered.

34. The Public have open access to the Quay and surroundings. Operators are advised to ensure their vessels and other property are made secure against entry or theft.

35. In the event that any vessel, or any other property, is abandoned at the Quay and/or fails to comply with a notice to remove, WTC may at its discretion remove the vessel or property and may moor, store, sell or dispose of it without further reference to the Operator. WTC shall be entitled to recover any costs of mooring, storage or disposal, including legal costs from the Operator. WTC shall be entitled to recover its costs and expenses from the proceeds of any sale and to hold the balance for the owner of the vessel or other person entitled. In the alternative, WTC may invoke the provisions of sale in the Torts (Interference With Goods) Act 1977.

36. All notices in respect of these terms and conditions shall be deemed properly served by being left on board the vessel. Where such details have been provided, WTC may also contact the owner or operator of the vessel by (at its discretion), telephone, letter or email, but shall be under no obligation to do so.

37. WTC may recover any costs and expenses incurred pursuant to any breach of these Terms and Conditions from the party contravening and/or failing to comply with the relevant Terms and Conditions as a debt in any court of competent jurisdiction

Personal and vessel details provided to the Council by vessel owners or operators will be used for no other purpose than management of the Quay.

The Council is registered with the Information Commissioner's Office.