



Mooring Regulations & Conditions

Stonehouse Pool Boatowners Association (SPBA)

Strand Street, Stonehouse,
Plymouth, United Kingdom

These mooring rules and regulations have been compiled by the Association Mooring Committee to safeguard the private Boatowners who wish to keep and moor their private craft on the Stonehouse Pool Boatowners Mooring Area for their own pleasure.

1. At all times the Licence Holder, Crew, Master and Agent or any other person for the time being lawfully in charge of the Vessel shall abide to all local government and Ministry of Defence Port of Plymouth regulations and the Association rules.
2. The expression "Vessel" shall mean Private Pleasure Boat not exceeding 29' L.O.A. Minimum charge for an S.P.B.A. trot mooring is for a 16' boat and 20' for a swing mooring.
3. All Licence Holders shall be responsible for their own vessel and mooring equipment, with mooring equipment being suitable and sufficient for their vessel and to the satisfaction of the committee. It is mandatory a minimum chain size of 3/8" (10mm) be used from block to buoy with swinging moorings requiring a minimum of 1/2" (12mm) chain from block to buoy. All connecting shackles must be of identical size as the chain or bigger and correctly moused. All mooring blocks are to be suitable and sufficient for the security of their vessel with substantial mooring warp or chain been used to secure the vessel from the buoy to the cleat.
4. All vessels in the Mooring Area may be moved by the Association to any other part of the same Mooring Area. The Association shall not be liable whether on contract or otherwise, for any loss, theft or damage of whatsoever nature, caused to any Vessel or other property of the Licence Holder, or other claiming through the Licence Holder.
5. Except with the written consent of the Association, which may be withheld at the Association's sole discretion, no part of the Mooring Area or Vessel moored within the area shall be used by the Licence Holder for any commercial purpose including hiring or embarking of charter parties.
6. The Licence Holder shall not lend or transfer the mooring, the Licence being personal to the Licence Holder, relating to a particular Vessel and non-assignable, nor shall it be used for any other vessel without the prior consent of the Association.
7. The Licence Holder on purchase of another vessel, must request that his/her Licence be amended to the particular vessel. An amended Licence will only be granted to a vessel which is suitable to that particular mooring position on the original Licence and also complies with the Association's rule on type, size and nature of behaviour of Vessel.
8. The Association shall have the right, (without prejudice to its right in respect of subsisting breaches of the Licence by the Licence Holder), to terminate the Licence granted to the Licence Holder in the event of the Licence Holder failing to observe any of the regulations and/or Licence conditions. Upon notice specifying the breach and requiring removal of the Vessel being sent by Recorded Delivery

Post to the Licence Holder's last known address, the Licence Holder shall remove the Vessel within 28 days. On failure to remove the Vessel at the expiration of the period of 28 days, the Association shall have the right to remove the Vessel from the Mooring Area and thereupon shall secure elsewhere and may charge the Licence Holder with all cost arising out of such removal including alternative mooring fees.

9. Mooring Licences are for a period of 12 months. The Licence Holder has the right to apply for a renewal of the Mooring Licence and be granted its renewal by the Association in accordance with the provisions of the Association rules.

10. The Licence Holder having been granted a Mooring Licence shall ensure that the mooring position is marked by a suitable buoy marked with the letters S.P.B.A and the mooring number.

11. The Licence Holder shall ensure that the Vessel's transom is marked with the letters S.P.B.A and the mooring number.

12. The Association having the responsibility of making the best possible use of the Mooring Area shall have the right to terminate the Licence where a Licence Holder has not made use of the mooring for a minimum period of sixty days in a 12-month period.

13. It is a condition of the Licence that the Licence Holder holds no other mooring.

14. The Licence Holder shall insure against third party risks for a minimum sum of £2,000,000 plus recovery, any vessel moored under the terms of the Licence. Failure to comply will result in termination of the Licence granted to the Licence Holder, and the Association shall have the right to remove the Vessel from the Mooring Area and thereupon shall secure elsewhere and may charge the Licence Holder with all cost arising out of such removal including alternative mooring fees.

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These regulations may be amended from time to time as considered necessary by the Mooring Committee or Trustees. Any Such amendments will be notified to the Licence Holder.

Policy approved 7 October 2024