

Saltash Town Council**All Prices Are Inclusive of VAT****Saltash Pontoon Fees applicable from the 1st April 2017**

Yearly tariff : single payment 12 months in advance	£120/m
Monthly tariff : (any 4 week period)	£15/m
Daily tariff : -	£15 per vessel

Trailer Bays – Jubilee Green from 1st April 2017
(12 hours free for vehicle plus trailer, daily charges follow)

Daily tariff : -	£10 per day for vehicle plus trailer
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Notes

Special Events - Berth holders may be asked to move their vessels for up to 7 days per year to allow the pontoon to be used for events.

Annual berthing is subject to a minimum charge of £700.

Monthly berthing subject to minimum charge of £80

All berths are subject to availability.

Only annual berth holders are guaranteed a continuous berth.

All prices inclusive of V.A.T.

This fee includes a Fundus payment to the Duchy of Cornwall

APPENDIX B

SALTASH TOWN COUNCIL PONTOON MOORING AGREEMENT

1. Allocation of Berths: The order in which applicants are offered mooring positions will be decided by the Waterfront Warden, taking account the type and size of vessel, the date of application and the applicant's geographical preferences. Moorings are for the sole use of the mooring holder, or holders in the case of joint ownership of a vessel. Where vessels are jointly owned, the Waterfront Warden may require supporting documents such as insurance, or a bill of sale. Moorings may not be transferred, reassigned, sublet or sold, nor may berth holders make any private arrangements to allow their moorings to be used by a third party.

2. Licence Holders Obligations: Licence holders are responsible for the safety and security of their own vessels and equipment, and must report any perceived defect in the integrity or positioning of their mooring, or proximity to other vessels, to the Waterfront Warden as soon as possible.

Licence holders will provide their own mooring gear and shall ensure the vessel is moored in such a manner and position as the Waterfront Warden may require.

Licence holders shall provide the vessel with all the necessary warps and fenders and shall ensure it is left in a seaman like manner so as not to cause damage, nuisance or annoyance to the pontoon or other users of the pontoon.

Licence Holders must gain the consent of the Waterfront Warden to any change of vessel to be placed on their moorings. Consultation with the Waterfront Warden is advised before changing boats as their mooring might not be suitable for the new boat. Under no circumstances will the berth holder have a vessel on the pontoon of greater length than that detailed below, without prior consultation with The Waterside Warden.

Licence holders must inform the Waterfront Warden if they will not be using their moorings for any period over 4 weeks between 1st April and 30th October.

Licence Holders must inform The Council immediately of any change of address or contact numbers.

3. Rental of Moorings: The Council normally has a number of moorings to rent to berth holders on an annual basis. Licensees of moorings have no right of tenure beyond the agreed period, but the Waterfront Warden will endeavour to give long term Licensees the same berthing position year on year. The Waterfront Warden will offer Licences in order of application taking into account the size and type of vessel and applicant's geographical preferences. Preference will be given to those who reside within the geographical borders of Saltash Town Council.

4. Vessel Identification. Berth Holders, on payment of their Licence fees, will be issued with an identification sticker indicating their berth position. This **MUST** be displayed upon their boat, visible from the pontoon, at all times.

5. Vacant Moorings: Licence holders whose moorings will be left vacant for periods over 4 weeks should inform the Waterfront Warden. The Waterfront Warden may let these moorings on a temporary basis, the fees arising will be shared equally by the Licence holder and the Council in the first year but if the mooring is not occupied for more than one year any ensuing fees will be retained by the Council.

6. Termination of a Berth Holding: All mooring transactions will be carried out by the Waterfront Warden. Licence holders who wish to relinquish their mooring shall notify the Waterfront Warden by giving fourteen days' notice in writing.

The Council may terminate a Licence, at any time and for whatsoever reason by giving fourteen days' notice in writing to the Licensee. In the event that such notice shall expire prior to the end of the licence period, the Licensee shall be entitled, upon removal of the vessel to reimbursement of the berthing fee pro rata for the unexpired part of the Licence period, subject to a 20% administrative fee.

All mooring gear etc., must be removed from the pontoon at the Licensee Holders expense within seven days of expiry or termination of the Licence. Failure to do so will empower The Council to remove the gear/equipment at the Licence Holders expense, without any liability whatsoever on The Council

7. Licence Fees: Fees for Licences are agreed annually by the Council. Different rates may be set for annual and monthly rents. Licence fees are inclusive of VAT. All fees must be paid before the mooring is occupied.

8. Arrears of Licence Fees: Any person whose Licence fees are unpaid after 15th March is liable to have both the privilege of berth holder ship and the allocation of his mooring position suspended. Licence holders whose mooring fees are still unpaid after 1st April shall cease to be Licence holders. They must vacate their moorings immediately, or incur charges at the current daily rate.

The Council reserves the right to remove/dispose of any unlicensed boat after expiration of the licence at the licence holders expense.

9. Live-aboards: Permanent residence on boats on Council moorings is forbidden. Potential Licence holders who wish to live on-board permanently will not be allocated a mooring. Existing Licence holders and visitors who wish to live on board their boats may do so for periods not exceeding two weeks, upon informing the Waterfront Warden, but may exceptionally be granted extensions of that period with the approval of the Council.

10. Non-Licence holders' use of Moorings: In order to promote the Council's welcoming image, non- Licence holders will be permitted to stay on a vacant Council mooring for up to four weeks on condition that the appropriate mooring fee has been paid. In exceptional circumstances, and at the Waterfront Wardens discretion, lets of more than four weeks may be permitted. Rates will be determined by the Waterfront Warden. All temporary berth holder ship is at the discretion of the Waterfront Warden.

The Council reserves the right to immediately remove any vessel that does not have The Councils permission, either directly or via the Waterfront Warden, to be moored on the pontoon.

11. Loss or Damage. The Council shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as severe weather conditions, the actions of third parties not employed by The Council or any defect in a customer's or third party's property); this extends to death or personal injury however caused, and to loss or damage to vessels, gear, equipment or other property either on the vessel or the pontoon.

12. Movement of Moorings: The Council reserves the right to move any vessel at its discretion, in the interests of safety or in the interest of the efficient management of the pontoon moorings. Licence Holders whose vessels are moved for safety or efficiency will be offered a suitable alternative where possible.

13. Insurance: Third Party Insurance. Owners of vessels moored on the pontoon areas shall ensure such vessels are covered by third party insurance of **at least two million pounds (£2M)**. Such insurance shall include removal of the wreck if their vessel is wrecked/sunk while occupying the pontoon or a council mooring.

14. Swimming/Fishing The Licence holder agrees not to fish from the pontoon, or use the pontoon for diving/swimming. The Licence holder also agrees not to allow any guest or crew member on the pontoon to engage in fishing off the pontoon or to allow a guest/crew member to dive/swim from the pontoon. Failure to adhere to this will render the berth holder liable to having his mooring position suspended.

15. Obstacles on Pontoon The berth holder agrees not to leave any equipment or gear on the pontoon, and to remove any litter/rubbish from the pontoon.

16. Saltash Town Council shall not by, granting a licence, be deemed to have given any warranty or condition as to the maintenance of a sufficient, or any level, of water at the pontoon.

17. Repair Work Repairs or other work may be carried out on vessels on the pontoon, but the Waterfront Warden reserves the right to direct that any work being carried out should cease if he considers the work is being carried out in a dangerous or obstructive manner, or for any reason he considers it is undesirable for it to proceed.

18. Saltash Town Council reserves the right to request Berth Holders to remove their vessel from the pontoon for up to 7 days per annum to accommodate regattas/festivals/maintenance, by giving fourteen days' notice in writing.

19. Disputes: Any dispute arising from the holding of a Council Pontoon Berth Licence shall referred to the Council. The Council's decision will be final.

Boat Name.....Length.....

Berth Number.....

On payment of the fee £.....Inc VAT. Saltash Town Council hereby grant: -

Name.....

Address.....

.....Post Code.....

Phone Numbers.....Email.....

A licence to occupy one private mooring in the above stated pontoon berth

from.....to..... subject to the above terms and conditions

I agree to all of the above terms and conditions

Signed.....

Print Name.....Date.....

APPENDIX C



Supply and Installation of Modifications to the
Pontoon Entrance Perimeter Security
And Option for the Installation of
Electronic Access Control and Locking
At Saltash Mooring Pontoon,
Saltash, Cornwall



Saltash Town Council



Produced for Jeff Diamond
Waterfront and Town Warden



Unit 11, Chantry Court | Marshall Road | Plympton | Plymouth | Devon | PL7 1YB
T: 01752 338990 W: www.westcountrygroup.co.uk E: sales@westcountrygroup.co.uk
Registered Office: Unit 11, Chantry Court Marshall Road Plympton Plymouth Devon PL7 1YB

Westcountry Group is a trading name of Solar Access Systems Ltd Company Number: 5969499 VAT Registration Number: 896 710 873



Jeff Diamond
Saltash Town Council
The Guildhall
12 Lower Fore Street
Saltash
Cornwall
PL12 6JX

Quote Ref – JH0706
7th June 2017

Re – Supply and Installation of Modifications to the Pontoon Entrance Perimeter Security And Option for the Installation of Electronic Access Control and Locking at Saltash Mooring Pontoon, Saltash, Cornwall

Dear Jeff,

Many thanks for allowing us the opportunity to provide you with a quotation for the installation of the works to be undertaken at your premises as per your enquiry.

I have pleasure in submitting the following quotation in line with your requirements.

Our proposal allows for the following works to be carried out in line with the information gathered during our site visit.

Current Situation at the Entrance of the Pontoon

The existing state of the security at the pontoon entrance is as follows,

- As you enter onto the pontoon there are dilapidations on both sides of the entrance as in the fan tails are not solidly fixed
- There are large areas on the internal side of the gate between the gate and the pontoon railing where persons may pass through onto the pontoon
- The fan tails to the outer side of the pontoon do not reach to the base of the pontoon itself allowing persons to climb onto the pontoon
- It has been reported that unauthorised persons had entered onto the premises via these areas of dilapidations
- The gate itself is of temporary construction and does not offer much physical security



Proposed Solution for the pontoon entrance

As a solution to the aforementioned items and further to our conversation on site we propose the following list of improvements and itemize the costs separately as requested.

We also provide an extra over cost for the additional installation of electronic locking and access control.

We propose to undertake the following works.

New Pontoon Gate

- Manufacture and install new gate to the pontoon entrance
- Complete with sliding lockable bar for security
- Complete with shroud over lock to prevent vandalism
- Provided with galvanised finish

External Side Panels

- Manufacture and install two in number new side panels to the external side of the pontoon
- The panels will run the full height of the pontoon and stand of the pontoon by approximately 1 metre
- The panels will have vertical bar infill only to prevent climbing
- Provided with galvanised finish

Internal Side Panels

- Manufacture and install two in number new side panels to the internal side of the pontoon between the gate and the pontoon fencing
- The panels will fill the gap completely to prevent persons climbing through to gain access
- The panels will have vertical bar infill only to prevent climbing
- Provided with galvanised finish



Electronic Locking and Access Control

We provide an option for the installation of an electronic locking and access control system for the gate.

We would need as discussed a suitable mains supply for the system and a member of staff would need to be trained to add and delete fobs from the system when required (we will of course guide you through this process).

The gate would still retain its manual locking facility incase of power failure.

The main power supply for this unit would ideally be located within the proposed office to be located within the car park itself as discussed.

The main access control system for the entrance gate will be by way of proximity fob.

Our proposal allows for the following works to be undertaken.

- Install a keypad proximity unit to the upright of the pontoon metal work on both the external and internal sides of the gate.
- We will install a proximity reader to allow authorised staff and authorised persons to gain entry to the pontoon by offering up they're proximity token to the reader.
- We will also install on the internal side of the pontoon a pedestrian keypad (electronic and requiring a valid 4 digit code to be entered) to allow staff or authorised persons to leave via the gate and an emergency break glass unit to allow exit in emergency (this will be protected by an anti tamper cover).
- The gate itself will be held locked by a magnetic lock offering 500kg holding force

Project Costs

New Pontoon Gate	£715.00 plus VAT
External Side Panels	£936.00 plus VAT
Internal Side Panels	£877.00 plus VAT
Electronic Locking and Access Control	£2334.00 plus VAT
Additional external keypad to allow entry to pontoon	£200.00 plus VAT

Terms:

Quotation valid for 90 days, 50% payment would be required upon confirmation of order, balance due upon completion. Installation will be approximately 3 - 4 weeks from receipt of order.



All quoted prices are exclusive of VAT which will be charged at the prevailing rate.

I assure you that every care has been taken when preparing these proposals and should you require any additional information or wish to discuss this proposal further, then please do not hesitate to contact me.

Yours sincerely

A handwritten signature in black ink, appearing to read "Jim Hansford", is written over a light grey horizontal line.

Jim Hansford
Operations Director
The Westcountry Group

It is assumed that all underground work will not encumber any underground services i.e. drains, electricity etc. Should any of these be damaged during the installation all reparation cost must be borne by the customer. For a full copy of our terms and conditions please contact The Westcountry Group via telephone, email or post.