

## Document Control

Adopted date: February 2026

Next review date: February 2029

# Bramerton Parish Council – Mooring Agreement

## 1. INTERPRETATION

In this Agreement, unless the context requires otherwise:

**BPC** means Bramerton Parish Council and any of its employees, agents or other persons authorised by BPC to act on its behalf.

**The Term** means the period 1 April to 31 March each year.

**The Common** means Bramerton Common in the parish of Bramerton.

**The Moorings** are those four berths located at the eastern end of The Common set aside for private use.

**Owner** means the person(s) or entity named as Owner in this Agreement and includes an employee of the Owner, authorised agent, or a person in charge of the Vessel with the Owner's permission.

**Vessel** means the vessel named in this Agreement (or one that is substituted for it with BPC's prior written consent) and includes its gear or equipment or other goods (whether belonging to the Owner or not).

This Agreement is for a period of up to 12 months from \_\_\_\_\_ to \_\_\_\_\_.

## 2. OWNERS' OBLIGATIONS.

2.1. The Owner warrants that he/she is the lawful owner.

2.2. The Owner must provide to BPC in writing, details of the Owner's current residential address and email address. The Owner shall be obliged to produce evidence to BPC of such home address within seven days of a request to do so.

2.3. The Owner must notify BPC in writing of any change of names of the Vessel or Vessel number or change of address or telephone number or email address or bank account of the Owner.

## 3. PARKING & ANIMALS

3.1. Owners may park their cars in the car park at Bramerton Common, but this Agreement does not grant the Owner any rights or privileges to do so. All cars parked at the owner's risk. No overnight parking of motor vehicles or trailers is permitted.

3.2. No bonfires are permitted on Bramerton Common; barbecues are permitted in the designated area(s) only. Owners must take away all rubbish and barbecues must be monitored at all times during use. Users to adhere to the Barbecue Guidelines/Risk Assessment, this can be viewed on the Parish Council website.

3.3. BPC does not provide facilities for the disposal of rubbish at Bramerton Common. Owners must take away all rubbish.

3.4. All persons using any part of Bramerton Common do so entirely at their own risk.

3.5. Fishing from Bramerton Common is restricted by the Broads Authority. During periods when fishing is permitted an Owner may fish from their boat while at their Mooring.

3.6. Dog and cat owners must ensure that their pets are kept under control at all times. Should they cause nuisance or annoyance BPC may ask that they are removed from The Common. All pets are to be kept restrained with a lead at all times when not secured within an Owner's Vessel or Vehicle. No other animals shall be brought onto The Common. All dog owners are obliged to immediately clean up after their dog.

3.7. Berths shall not be loaned, transferred, or used by any other Vessel whatsoever and any berth shall be occupied only by the Vessel in whose name it is booked.

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- 3.8. Nothing in this Agreement shall entitle an Owner to the exclusive use of a particular berth.
- 3.9. No part of The Common or Vessels moored thereto shall be used by Owners or any other persons for any use other than private leisure use, any commercial purpose whatsoever including hiring, embarkation or charter parties, sale or demonstration of craft is strictly prohibited.
- 3.10. No permanent residential use of any Vessel is permitted on The Common or The Moorings.
- 3.11. All property belonging to any Owner or Vessel must be stored within the confines of the Vessel and may not be stored anywhere on The Common.
- 3.12. Owners may not fix any item to quay headings or pontoons, including fenders and rubbing strakes, TV aerials, or satellite dishes, or place any carpets/mats or potted plants thereon. Where an Owner is in breach of this clause, BPC may:
  - 3.12.1. Charge the owner a fee for the removal of such item and
  - 3.12.2. Where damage is caused to the quay heading the Owner will be liable for any expenses incurred to rectify said damage.
- 3.13. Inflated dinghies must not be stowed on The Common, nor on the river.
- 3.14. Any item, including tenders, which is stored on or attached to a vessel must not extend beyond the overall length of the Mooring.
- 3.15. Owners are required to remove or retract any davits where possible whilst not visiting The Mooring.
- 3.16. Owners may not keep any tenders on the river or on The Common.
- 3.17. Owner's may request, in advance and in writing (including by email), to set up gazebos and other such garden furniture for the purposes of a small party or event as long as it does not cause nuisance or annoyance at the discretion of BPC.
  - 3.17.1. Any such garden furniture must be set up and removed on the day of the event or immediately the following morning.
  - 3.17.2. Event organisers will be held responsible for the behaviour of all guests and are to ensure that others at The Common are properly respected, bearing in mind not to bring BPC into disrepute.
  - 3.17.3. Where alcohol is being consumed, the Event Organiser must ensure that all guests do not drink to excess, even if it is a bring-your-own type of event. Drunken behaviour will not be tolerated at any time and those found to be in such a condition will be asked to leave the premises.
  - 3.17.4. Music may be played at a discrete volume during daylight hours. Loud music will not be permitted at any time.
  - 3.17.5. Any banners, bunting and other such decorations put up on the day of a pre-requested event must be removed the same day.
  - 3.17.6. The Owner should carry out a risk assessment before the event and must ensure they have suitable public liability insurance.
  - 3.17.7. The Owner should check with South Norfolk Council to ascertain whether they need a Temporary Events Notice.
- 3.18. No seasonal banners, bunting and other such decorations may be put up on or around The Common. Any lights must be switched off between the hours of 11pm and 7am.
- 3.19. BPC reserves the right to remove, sell or dispose of any property in accordance with requirements set out in clause 3 in its absolute discretion and the Owner shall pay for any time and/or amounts incurred by BPC in the carrying out of this clause.

4. BPC reserves the right to move any Vessel, gear, equipment, or other goods at any time for reasons of safety, security, or good management. BPC will take all reasonable steps to contact Owners prior to any relocation of said property at cost to the Owner.

## 5. CHARGES AND PAYMENT

5.1. All vessels moored at The Moorings are subject to current fees as agreed by BPC. Fees for the year are due in advance and are paid in full electronically before the start of the Term which is 1 April each year. Bank details: Lloyds Bank, account number: 83609560, sort code: 30-98-97.

## 6. LIABILITY

6.1. All persons using The Common and The Moorings for whatever purpose do so at their own risk.

6.2. For the avoidance of doubt, BPC shall not be held responsible.

6.2.1. For any injury or damage to person or property sustained as a result of objects being in or on the water or submerged in the bottom of the river.

6.2.2. For any injury or damage to person or property sustained due to insufficient water levels, silt build up or volatile tidal movements.

6.3. BPC shall not be liable for any loss or damage caused by any event or circumstance beyond our reasonable control (such as extreme weather conditions, the actions of third parties not employed by us or any defect in any part of an Owner's or third party's vessel); this extends to loss or damage to vessels, gear, equipment, vehicles or other goods left with BPC for repair or storage, and harm to persons entering The Common.

6.4. BPC offers no security at The Common and vessels and other goods are left entirely at the Owner's own risk and the Owner should ensure that their insurance covers such risks.

6.5. BPC shall not be under any duty to salvage or preserve a Vessel or other property from the consequences of

6.5.1. Any defect in the Vessel or property concerned

6.5.2. An accident which has not been caused by BPC's negligence or another breach of duty on BPC's part

6.5.3. Adverse weather conditions.

6.6. Owners shall indemnify BPC against all losses or damages claimed against BPC or its employees or agents caused by an Owner, their crew, or their vessels and while the vessel or other property is at The Moorings. The Owner shall be obliged to maintain adequate insurance, including third party liability cover for not less than £2,000,000, and, where appropriate, Employers' Liability cover in respect of any employee to at least the statutory minimum. The Owner shall be obliged to produce evidence to BPC of any such insurance at any time within 7 days of a request to do so.

## 7. LIEN

7.1. BPC has a general lien to detain and hold onto the Vessel or any other property at any time whilst in on The Moorings pending payment by the Owner of any sums actually due at any time to BPC from the Owner on any account whatsoever. BPC shall be entitled to charge the Owner for the provision of a mooring until actual payment by the Owner and removal of the Vessel or property from The Moorings.

7.2. On giving the Owner 28 days' written notice BPC shall be entitled to sell or dispose of or deal with the Vessel or any other property as agent for, and at the expense of, the Owner and apply the proceeds in or towards the payment of any sums outstanding. Any such sale shall be on the basis of a reasonable offer immediately available, which may or may not amount to as much as the Owner may believe the Vessel or any other property to be worth in any specialist marketplace. BPC may or may not, in its absolute discretion, advertise the Vessel for sale.

7.3. BPC shall, upon accounting to the Owner for any balance remaining after payment of any sum due to BPC, and for the cost of sale and disposal and/or dealing (including any legal costs) be discharged of any liability whatsoever in respect of the Vessel.

## 8. TERMINATION

8.1. BPC shall have the right without prejudice to any other rights in respect of breaches of this Agreement by the Owner to terminate the mooring agreement for any reason provided that it shall give the Owner not less than three months' prior written notice.

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8.2. BPC shall have the right (without prejudice to any other rights in respect of breaches of this Agreement by the Owner) to immediately terminate the mooring agreement in the event of any Owner.

8.2.1. Failing to make any payment due to BPC pursuant to this Agreement.

8.2.2. Breaching this Agreement and, where the breach is capable of remedy the Owner fails to remedy the breach within 14 days of BPC serving notice on the Owner specifying the breach.

8.2.3. Acting in manner BPC considers, in its absolute discretion, to be anti-social (including but not exclusively loud and excessive use of foul language).

8.2.4. Causing an irreconcilable disagreement between another berth holder.

8.2.5. Bringing BPC into disrepute as determined by BPC in its absolute discretion. Upon such termination, BPC may serve notice on the Owner requiring them to remove their Vessel within 14 days after receipt of notice. BPC may, in its absolute discretion, view any entitlement by an Owner to a refund of any unexpired proportion of the payment pro-rated as forfeit. On failure to remove the Vessel at the expiration of the said 14 days BPC shall have the right to remove the Vessel from The Moorings and to charge the Owner with the cost of doing so. Similar provisions shall apply in respect of vehicles and trailers.

8.3. The Owner must give BPC notice in writing within 14 days if s/he ceases using the Mooring before the end of the Term.

8.4. If without written notice to BPC a berth is left vacant for 28 consecutive days or more BPC will regard this Agreement terminated.

8.5. Where an Owner removes the Vessel before the end of the Term any payment for that year will be forfeit and BPC shall view any entitlement by an Owner to the use of the berth as forfeit.

## 9. WORK ON THE VESSEL

The Common is not to be used as a boat repair yard. The Owner or his/her agents may carry out minor repairs and routine maintenance on the Vessel while at The Moorings but must not cause nuisance, or annoyance to any other Owner or person residing or visiting in the vicinity, nor interfere with the maintenance of The Common or The Moorings.

## 10. RIGHT OF SALE

Maritime Law entitles BPC in certain other circumstances to bring action against a Vessel to recover a debt or damages. Such action may involve the arrest of the Vessel through the courts and its eventual sale by the court. This right of arrest and sale may continue to exist against a Vessel following a change of ownership. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other property.

## 11. NO ASSIGNMENT

This mooring Agreement may not be assigned or transferred from one Owner to another.

## 12. NOTICES

12.1. Any notice or other communication to an Owner shall be sufficiently served if personally given to him or if sent by post or recorded delivery to the Owner's last known address (as notified in accordance with Clause 2.2) or by email.

12.2. Notices to BPC should be sent by first class post to the Parish Clerk at 1 Meadow Cottages, Gull Lane, Framingham Earl, Norwich NR14 7PN or by email to [clerk@bramertonparishcouncil.gov.uk](mailto:clerk@bramertonparishcouncil.gov.uk). Notice shall be deemed to have been received if delivered personally, or if sent by pre-paid post or recorded delivery, 48 hours after being sent; or if sent by email and subsequently acknowledged by BPC by return email.

## 13. AMENDMENTS

BPC reserve the right to amend, alter, or update the wording of this Agreement as it sees fit or on receipt of additional professional advice. BPC will make every effort to notify all Owners in writing or by email of any changes and a copy of this Agreement will be posted on [www.bramertonparishcouncil.gov.uk](http://www.bramertonparishcouncil.gov.uk)

#### **14. LAW AND JURISDICTION**

This Agreement shall be subject to and governed by English law and any dispute arising under or in connection with it shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

Agreement reviewed and updated, as approved at Parish Council meeting 9<sup>th</sup> February 2026.

# Bramerton Parish Council

## MOORING APPLICATION

PLEASE PRINT CLEARLY & USE BLACK INK ONLY

Title:

First name(s):

Surname:

Address:

Home telephone number:

Mobile telephone number:

Email address:

Length overall:

Boat name:

Beam:

Boat type:

Draft:

Boat make:

Boat model:

Broads Authority number:

Current charges applicable to this Mooring Agreement are as agreed in the minutes of Bramerton Parish Council.

Moorings are not guaranteed until cleared payment is received in full. Mooring fees will not be refunded, see paragraph 8.6. This is a minimum term contract of 12 months with no fixed end date. See paragraph 8 for termination details.

I have read and agree with the terms set out in the Bramerton Parish Council Mooring agreement (which include limits and exclusions of liability).

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**Please retain a copy of this agreement for your records and return a signed copy of the Mooring Application and insurance details to the Bramerton Parish Clerk. These documents can be scanned and emailed to the Parish Clerk at email address: [clerk@bramertonparishcouncil.gov.uk](mailto:clerk@bramertonparishcouncil.gov.uk) or sent via post to Bramerton Parish Council, 1 Meadow Cottages, Gull Lane, Framingham Earl, Norwich NR14 7PN.**