Higginson Park Moorings – Terms and Conditions

Introduction

The management of the Council-owned moorings is informed by a statutory and common law legal framework. As the riparian landowner, Buckinghamshire Council has the right to regulate the use of its moorings and to set reasonable terms and conditions (subject to any applicable legal restrictions). This includes the ability to charge for the use of moorings and to take enforcement action to ensure charges are paid and these conditions are complied with.

These conditions apply to all vessels using the temporary (overnight and short-stay) moorings at Higginson Park ("the Site"). By mooring at the Site, boat owners and users agree to comply with these conditions.

Higginson Park forms part of a charitable trust, and the moorings are provided to support the Trust's charitable purposes, including the provision of recreational facilities. Income generated from moorings contributes towards the maintenance, management and improvement of the park and associated facilities.

Buckinghamshire Council shall not be liable for any loss, theft, vandalism or damage of any nature whatsoever to any vessel or other property belonging to, or used by, the boat owner, users or any person claiming through them, except where such liability cannot lawfully be excluded.

- Council discretion: Where approvals or permissions are required, these may be granted, withheld or withdrawn at the Council's discretion.
- Suspension and closure rights: The Council reserves the right to suspend, restrict or withdraw access to the moorings where required for maintenance, safety, operational or event-related reasons.

---

1. Mooring Use, Charges and Payment

- Moorings operate on a first-come, first-served basis and cannot be reserved.
- Boat owners must not occupy the moorings for residential purposes. The moorings cannot be used as a person's sole or principal residence, and no residential rights are granted.
- No proprietary rights: Use of the moorings does not create a tenancy, exclusive right of occupation, easement or any other proprietary interest in favour of the vessel owner.
- Use of the moorings is subject to payment of the applicable fee.

- Boat owners and users must ensure that:
    1. the correct fee is paid for the duration of their stay; and
    2. payment is made in accordance with the instructions displayed on site.
- The Council reserves the right to take reasonable steps to recover any unpaid charges and associated costs.
- The boat owner or user must obtain Buckinghamshire Council's permission before using the vessel or any part of the moorings for commercial or business activities. Commercial or business activities include any trade conducted on or from the vessel with members of the public while alongside the moorings.
- No work may be carried out on a vessel while it is moored at the Site. Mooring fees remain payable in the event of a breakdown.
- Vessels are not permitted to pick up or drop off passengers as part of paid boat charter operations from the public moorings.
- The moorings are temporary visitor moorings.
- Day moorings are available for short stays only. Overnight moorings are available for a maximum stay of seven consecutive nights unless otherwise agreed by the Council. Vessels must not remain for more than seven consecutive nights without prior written permission.

---

2. River Conditions and Safety (Red Boards)

Boat owners are responsible for monitoring river conditions at all times.

When red boards or equivalent warnings indicate strong stream or flood conditions:

1. additional precautions must be taken;
2. vessels must not moor where it is unsafe to do so;
3. it is the boat owner's responsibility to ensure navigation takes place only in safe river conditions; and
4. if a vessel remains moored during Red Board conditions, full mooring fees remain payable.

Boat owners must:

1. take all reasonable steps necessary to ensure the safety of their vessel;
2. ensure the vessel is securely moored in all conditions; and

3. ensure that no sewage or waste is discharged while at the moorings.

- Vessels must not run engines or generators while moored. Where power is required, the charging points provided must be used.
- Users must comply with all applicable health and safety requirements relating to the vessel and its equipment.

---

3. Vessel Size, Positioning and Mooring

- Vessels exceeding 25 metres in length require prior approval from the Council.
- Vessels must be securely and safely moored at all times.
- Vessels must not moor stern-on to the moorings.
- Boat owners must comply with any directions given by authorised officers or managing staff regarding vessel positioning and mooring arrangements.

Mooring must not:

- obstruct navigation;
- impede river traffic; or
- block access to towpaths or park areas.

Double mooring is permitted only:

- for canal boats or narrowboats;
- with prior approval;
- where both parties pay the required fee; and
- where no obstruction is caused.

Multiple or shared moorings are otherwise prohibited.

---

4. Vehicles and Access

- Vehicles must not be parked adjacent to vessels.
- Parking must take place only in designated public car parks and is subject to any applicable parking charges.

---

5. Condition of Vessels

The boat owner or user must ensure that the vessel:

- is registered with the Environment Agency for use on the River Thames;
- clearly displays a current and valid registration plate at all times while at the moorings;
- is clean and tidy;
- is structurally sound and watertight; and
- is safely secured at all times.

Boat owners are responsible for the condition, safety and secure mooring of their vessels and must take all reasonable steps necessary to safeguard them.

---

6. Behaviour, Use of the Park and Prohibited Activities

The land adjacent to the moorings forms part of a public park and must not be used for private occupation. This includes any temporary or permanent occupation of land adjacent to the moorings.

All users must act responsibly and considerately. The following activities are prohibited:

- camping or overnight accommodation on land;
- barbecues or open fires;
- the erection of structures, including pontoons, posts, stages or similar works;
- placing items on the riverbank or Council-owned land;
- obstruction of footpaths, seating areas or public spaces;
- excessive noise; and
- behaviour which, in the opinion of the Council or its authorised representatives, causes nuisance, danger or annoyance.

All users must comply with any applicable byelaws and site rules at all times.

---

7. Waste and Environmental Responsibility

Waste must not be disposed of:

1. in the river; or

2. on the towpath or within the park.

- All waste must be removed from the Site and disposed of appropriately.
- Hazardous materials (including oil, batteries and chemicals) must be removed and disposed of off-site by the user.

---

8. Events and Temporary Closures

The Site is regularly used for public events and activities, including but not limited to:

- regattas and rowing events (including the Spring Regatta and Marlow Town Regatta and Festival);
- organised river events and competitions;
- open water swimming events; and
- community events and festivals.

The Council reserves the right to close or restrict access to the moorings during such events.

- Advance notice will be provided, where reasonably practicable, through on-site signage or notices displayed along the towpath.

---

9. General Responsibility

Boat owners, crew members and visitors are responsible for:

- complying with these conditions; and
- ensuring that their activities do not adversely affect:
    1. other users;
    2. the park environment; or
    3. the River Thames.

---

10. Removal Rights

Where a vessel remains at the Site in breach of these conditions, including where mooring charges remain unpaid, the permitted stay has expired, the vessel appears to have been abandoned, or the vessel owner otherwise fails to comply with these conditions, the Council may require the vessel owner to remove the vessel from the Site.

If the vessel owner fails to comply with such a requirement within a reasonable period, the Council reserves the right to take such steps as it considers reasonably necessary to secure the removal or relocation of the vessel and to recover any reasonable costs incurred from the vessel owner.

---

11. Indemnity

The vessel owner shall indemnify and keep indemnified Buckinghamshire Council against all actions, claims, demands, losses, damages, liabilities, costs and expenses arising from:

a) the vessel owner's use of the moorings;

b) any act or omission of the vessel owner, its crew, passengers or visitors; and

c) any loss, damage, injury, nuisance or pollution caused by the vessel or by any person using or visiting the vessel,

except to the extent that such loss, damage, liability, cost or expense arises directly from the negligence or wilful default of Buckinghamshire Council.