

Topsham Moorings Ltd - Handbook

Handbook

March 2025

Website: Topsham-Moorings.com
Email: Secretary@Topsham-Moorings.com
Phone: [07508 956972](tel:07508956972)

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Introduction and incorporation

Topsham Moorings Ltd is a Company Limited by Guarantee that was set up in 2024 to take over the management of the location and licencing of moorings in the Upper Exe from the previous unincorporated organisation known as **Topsham Mooring Licencees Company**.

Membership comprises paid up Licencees of **Registered Moorings** in the areas covered by the Lease.

Features of a company Limited by Guarantee

Limited liability

The most distinctive feature is limited liability for its members. This means that the members' personal assets are protected if the company goes into debt. Their liability is typically limited to a fixed amount, often as nominal as £1, which they agree to contribute if the company is wound up.

Separate Legal Entity

It is a separate legal entity from its members. This means the company can own property, enter contracts, and be held legally responsible for its actions, distinct from its members' personal finances.

Membership Structure

Unlike companies limited by shares they do not have shareholders. Instead, they have members or guarantors who agree to the limited liability guarantee. These members typically have voting rights on certain matters and contribute to the organisation's goals.

Legal Requirements

Subject to company law regulations and must comply with specific filing and reporting requirements, similar to other company structures.

Additional Features

A Board of directors oversees the company's management and a secretary to handle administrative duties.

They can employ staff and engage in commercial activities to support their main objectives.

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Contents of this handbook

This booklet includes **The Terms and Conditions** and **The Minimum Specifications for Mooring Tackle** which apply to **Registration, Placing** and **Maintenance** of Moorings in the upper part of the Exe Estuary which has been leased to **Topsham Moorings Ltd** .

The booklet should be read in conjunction with the Articles of Company and Bye laws – which may be requested from the secretary.

Topsham Moorings holds the Personal Data of all members to enable the management of the mooring area. Pages x-x contain our Data protection policy for this data.

This area is generally the area upstream of the gas pipeline from Powderham Point to a point on the East bank of the Estuary to the South of Lymptone Marine Camp. It excludes Powderham Sand up to Turf Lock.

The Lease extends to a point on the river Exe to the east of Double Locks on the Exeter Canal and includes the Leat between Mount wear and Tumbling Hills at countess Wear. It extends up the river Clyst to Fisher's Bridge and up its tributary to the main road at Marsh Barton, Clyst St George.

Certain defined areas are managed by third parties and excluded from the Company's Lease.

The **Board** of the Company is comprised and appointed as set out in article 5.2 of the Company's Articles.

Only **Registered Moorings** are permitted to be laid.

History

The **Topsham Mooring Management Board** was set up by Public Meeting in October 1988.

Topsham Moorings Licencees Company was constituted and the Constitution approved in December 1995 following the granting of a Regulating Lease for the foreshore and bed of the River Exe at Topsham to The Trustees of its predecessor, The Topsham Mooring Management Board, by The Crown Estates Commissioners who own the bed of this part of the Exe Estuary.

In April 2024, Topsham Moorings Ltd took over the activities of Topsham Moorings Licencees Company as an incorporated entity.

The current lease with the Crown Estates expires on 31st March 2039 – a fifteen year lease.

Under the Lease the Topsham Moorings Ltd is empowered to administer, control and manage, on a commercial basis, the moorings in the area covered by the Lease.

Topsham Moorings Ltd is run by a **Board** comprising Representatives of Local Clubs, Fishermen, the Trustees, the Navigation Authority for the River Exe and Members elected in accordance with the Articles of Company and bye laws. It is empowered to co-opt others with specialised knowledge as it sees fit.

The Company has inherited an over-crowded mooring situation in the Topsham area and members of the Company are required to co-operate with the Board in accepting the necessity to adjust and relocate certain moorings. In particular it is a requirement that a navigable channel is maintained to the upper reaches of the Estuary.

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Mooring Licencees must recognise that they are the **Licencees of the mooring tackle only** and that the **licence is given annually for the right to occupy a Registered Mooring Position** in the area. Any requirement to move, relocate or modify a mooring will be at the Licencee's expense.

Mooring licences

Only Registered Moorings are permitted to be laid.

Mooring Licencees are required to renew the Licences for their registered mooring sites annually.

A scale of charges will be set each year by the Board and the dues received will be used to pay for the Company's Administration, the Fees to the Crown Estates Commissioners and other costs. The scale of charges will be set in relation to the registered length of the mooring, the type and class of the mooring.

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Definitions

Topsham Moorings Ltd – (“**The Company**”) – a company which coordinates the paid-up Licencees of moorings in areas of the Exe Estuary and River Clyst covered by the Lease.

Topsham Moorings Board – (“**The Board**”) – a group of directors elected or appointed periodically in accordance with Articles of Company to manage the Company, including the management of the moorings in the areas covered by the Lease.

The **Crown Estates Commissioners** – the Licencees of the bed of the Exe Estuary and the river Clyst covered by the Lease.

The **Regulating Lease** – (**The Lease**) – the Contract between the Crown Estates Commissioners and Company empowering the Company to control and manage the moorings in the areas covered by the Lease.

The **Articles of Association** – (‘The Articles’) are the foundation document that acts as the rulebook for how the Company is run, outlining the internal regulations and procedures that govern its operation. Also see Bye laws which provide more detail on how the Company is run.

The **Byelaws** – The Byelaws provide more detail on the operations of the company than the articles, but complement the articles.

The **Board** – a body of members of the Company appointed and elected in accordance with the Articles

The **Chairman** – the person appointed by the Board in accordance with the Articles

The **Club Secretary** – the person appointed by the Board in accordance with the Articles

The **Company Secretary** – the person appointed by the Board in accordance with the Articles

The **Mooring Officer** – the person appointed by the Board, to lead the practical work of mapping, mooring placement and mooring planning.

The **Mooring Working Group** – a group of members assisting the work of the Mooring Officer.

The **Voting Members** – they are paid-up registered Licencees of licenced moorings in the areas covered by the Lease which have chosen to notify the Board that they would like to be Voting Members and have a vote.

The Non-Voting Members – are members who have a licence, but have not notified the Board that they would like to be Voting Members. This second category has been created because of the historical lack of engagement with the Company/Association, to reduce the admin of the Company in members joining and leaving, but provide a means of active Non-Voting Members becoming full Voting Members, whilst still having a role if they chose not to be Voting Members.

Mooring Licence – (**Licence**) – the permission required to lay and/or maintain a mooring in the areas covered by the Lease. The Licence is granted annually.

The **Mooring Fees** – (**Licence Fees**) – the annual fees for each mooring levied on a Mooring Licencee by the Company. (Currently £14/meter and £35 per actionable request to the committee)

The **Administration Fees** – may be applied for certain activity of the Board and Sub-boards example, change of Licenceeship and non-compliance.

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Mooring Tackle – all equipment provided by the Licencee in accordance with the Minimum Specifications for Mooring Tackle.

The **Registered Mooring Length** – (**Registered Length**) – the maximum overall length of a vessel (as laid down in the Clause 4 of the “Terms and Conditions”) which may use a mooring. Also the length on which the Fees will be levied.

Registered Mooring – (**Registered Mooring**) Moorings laid with a licence for their location issued by Topsham Moorings.

The **Registered Mooring Position** – (**Mooring Position**) – the point of connection of the Ground Chain and the riser which is recorded and is shown on the Scale Plan and maybe recorded electronically.

The **Navigable Channel** – the channel required by and agreed with the Navigation Authority and other River users, which is to be kept clear of moorings to enable safe navigation of and to the upper Reaches of the Exe Estuary.

The **Scale Plan** – the plan, at a suitable Scale, which is kept by the Board on which the positions of all moorings will be shown. The plan or a copy of it will be available for inspection by Members at the AGM or by arrangement with the Board. (This information may be recorded electronically.)

The **Maximum Water Level** – the maximum water level at the mooring position which shall be used to calculate the length of Rising Chain in Section 4 of the “Minimum Specifications for Mooring Tackle”.

Swinging Mooring – a mooring comprising approved ground tackle and single riser and mooring buoy to which a vessel is moored.

Fore-and-aft Mooring – a mooring which may comprise four mooring blocks or anchors, two ground chains connected with a linking chain and two individual riser chains and mooring buoys between which a vessel is moored. If not a drying mooring, two individual blocks may be used.

Trot Mooring – a mooring for two or more vessels in line comprising a fore-and-aft mooring with two mooring blocks or anchors each end, with a lengthened ground chain between the end ground chains. Intermediate risers and mooring buoys are connected to the ground chain along its length and single lateral ground chains are to be provided at each riser connection point and laid at right angles to the ground chain

Sub-Letting

A mooring Licencee may let a mooring to a tenant subject to compliance with the Company’s conditions. No tenant **may further sub-let**.

Lazy Line – A line between fore and aft or trot mooring buoys, this **must** be clearly marked with easily seen floats or buoys.

Strop (or Riding Chain) – this is the connection from water level/riser to the boat.

Risers – chain from ground chain to water level.

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Terms and conditions to Register, Place and Maintain a mooring in the Upper Exe Estuary under the jurisdiction of Topsham Moorings Ltd.

Terms and Conditions

1 **Mooring fees** are within four weeks of the Invoice date – which is usually January each year. The period the mooring fees cover, is 1 January to 31 December each calendar year and they are charged on the basis of the registered length of each mooring – Note: Not the length of the boat.

2(a) **Failure to pay** within four weeks of the Invoice date will entitle the Company to levy additional administration fees.

2(b) **Failure to pay the Dues** within four weeks of the Invoice date will entitle the Company to lift such mooring tackle after having given 21 days notice of intention so to do, at the expense of the Licencee, and the Company will be entitled to levy additional administration fees as well as the cost of the removal of the said mooring. The Board will reallocate the mooring position.

3 The Company may, at its discretion, terminate any existing licence by giving 21 days notice to the mooring Licencee, whereupon such mooring Licencee shall remove their mooring and shall be entitled to a pro rata return of their mooring dues for the unexpired portion of the 12 month licence period.

4 No vessel may occupy a mooring before all mooring dues and additional fees, if any, are paid.

5 Moorings are registered for vessels of a **particular type and of a maximum overall length**. The overall length shall include any bowsprit, bumpkin, rudder, outboard motor, etc. in the normal position when the vessel is moored. Bowsprits are recorded separately – this information is requested on application and data forms.

6 The position of the **Registered Mooring** is recorded and is specified as the position of the junction of the ground chain and the riser. It is the responsibility of the mooring Licencee to ensure that the mooring is in its correct position and to relocate it, if it moves, at his/her own expense. **Registered Mooring** positions will be shown on a Scale Plan and may be recorded electronically.

7 All **communications** will be made in writing between the **Board** and the **Registered Mooring Licencee**. **Mooring Licencees** must advise the **Secretary** of the names, addresses, email address and phone number of any tenants of a mooring together with details of the vessel so that they can be contacted in an emergency. **Mooring Licencees** shall keep tenants informed of these **Terms and Conditions**.

8 **No moorings** are permitted within certain designated areas. These include the **Navigable Channel**, areas where ‘Salmon Netting’ is carried out and areas retained for Wildlife Conservation, etc. These areas will be shown on the Scale Plan or as an overlay on the electronic plan. The **Board** is empowered to have any mooring that contravenes this condition removed at the Licencee’s expense.

9 No mooring shall be moved from its **Registered Position** or changed from ‘swinging’ to ‘fore-and-aft’ or vice-versa without prior written approval of the **Board**. Written agreement of adjacent mooring Licencees will be required before any changes are accepted. The **Board** may require a member of the Board to be present during any such change in position.

10(a) In order to properly manage the restricted mooring areas, the **Board** may require ‘swinging’ moorings in certain areas to be changed to ‘fore-and-aft’ moorings. Such a requirement will normally be notified in writing to the Licencee. Any such alterations will be at the Licencee’s expense.

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10(b) All craft moored **fore and aft** must have **twin strops** at the stern, one to each quarter. If the single bow strop does not lead over a stem fairlead or bow roller then twin bow strops shall be fitted leading through fairleads on either side of bow. Ensuring, as far as possible, the vessel maintains its correct alignment.

10(c) All craft moored on a **Swinging mooring** by a twin or single bow strop must be of a minimum length, i.e. the total measurement from the water line (that is the top of the riser) vertical to the bowroller and on to the mooring cleat or mooring post, if moored onto the top of a ring buoy then this measurement must be deducted.

11 Mooring tackle shall comply with the minimum **Specification** laid down and the Licencee or an agent of the licensee shall inspect and maintain it at least annually. The ongoing good condition of the mooring is the responsibility of the registered mooring Licencee.

12 The registered mooring number shall be painted or vinyl numbers stuck on the mooring buoy. The numbers shall be at least 75mm (3 inches) high. In the case of fore-and-aft moorings this shall apply to both buoys. If this is not done the Board is empowered to charge an administration fee.

13 A registered mooring shall have a numbered buoy or buoys at all times.

14 If a Mooring Licencee wishes to increase the registered length of a mooring or change the type of boat on a mooring, an Application shall be made to the Secretary (using the appropriate form). Written agreement of adjacent mooring Licencees will be required before any changes are accepted. Such an Application will be liable to an administration fee and must be made at the earliest opportunity in order to give the Board time for its proper consideration.

15 If a registered mooring is to be abandoned the Registered Licencee must notify the Board in writing. If not, the Registered Licencee will remain liable to pay the dues.

16 Unused, unmarked or abandoned moorings will be recovered by the Board and the mooring space reallocated.

17 If a mooring is sold or transferred the Registered Mooring Licencee must inform the Secretary in writing (using the appropriate form) of the name and address of the new Licencee in order that the new Licencee can be registered. It is the responsibility of the vendor to inform the new Licencee of the length and type of vessel for which the mooring is registered. Failure to notify the Board of such a change will render the Registered Mooring Licencee liable for any dues.

18 The Board is empowered to inspect any mooring and, if it is found to be defective, not to meet the minimum Specifications, to have been moved or to have dragged, the Licencee will be notified. The Licencee shall arrange for the defects or movement to be rectified within the period Specified in the notice. Failure to do so may lead to the Licence being suspended forthwith and to the possibility of it not being renewed, an administration fee may also apply. The Licencee shall pay any costs incurred by the Board.

19 The licence to maintain and use a mooring is granted expressly on the understanding that its use does not involve the Company in any liability whatsoever in relation to any vessel, property or person(s). The moorings are to be laid and maintained to the **minimum** Specifications laid down in this Handbook, and the Company does not accept any liability for any consequences arising from the use of any mooring.

20 All vessels moored within the area managed by the Topsham Moorings Ltd are moored entirely at the Licencees risk and must have **Third Party Insurance** of a minimum of £2,000,000 [£2 million]. Confirmation and details of this Insurance are required at the time of the Annual Licence being renewed.

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21 **Letting your mooring** – it is the responsibility of the mooring Licencee to ensure that all the correct details of the tenant and their craft, including contact telephone numbers and insurance have been notified in writing to the Secretary and agreed by the Board **before letting**.

22 **Sub Letting** – Sub-letting of moorings by the tenant is **not** permitted and it is the responsibility of the mooring Licencee to ensure that this does not take place.

23. **Mooring reversion circumstances:** Mooring to revert to the Board of The Company under the following circumstances:

Without mooring number for 3 years	Mooring buoy missing for 2 years
Fee unpaid for 1 year	Mooring unoccupied or not offered for use 3 years
New moorings to revert to the Board when vacated/given up	The Board may allow the transfer of a licence after a 5-year period

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Minimum Specifications for Mooring Tackle

All vessels moored within the area administered by the Topsham Moorings Ltd are moored **entirely at the Licencee's risk** and must have a valid **Third Party Insurance for a minimum of £2,000,000** (two million pounds).

These **specifications** are the recommended **minimum** required by the Topsham Moorings Ltd who do not accept any liability for loss or damage suffered by the licensee or any other person. In exposed positions it is recommended that the minimum requirements are exceeded.

1 General

All parts of a mooring shall be supplied and maintained by the Registered Mooring Licencee in accordance with this Specification. (The bed of the Estuary within the area controlled by Topsham Moorings Ltd is owned by the Crown Estates and leased to the Company.) An Annual Licence is granted to the Registered Mooring Licencee permitting occupation of the Registered Mooring Position for an agreed type of vessel not exceeding the maximum Registered Length.

For all swinging moorings, except those for small craft in shallow water, moorings shall consist of a minimum of two suitably designed blocks or anchors with no upward projections, connected by a length of ground chain with a rising chain to a mooring buoy.

For small craft on drying moorings an application in writing to use a single mooring block will be considered by the Board.

Vacated fore-and-aft moorings may be connected with a lazy line between the two mooring buoys, which shall not exceed 5.2 metres (15 feet) or 60% of the Registered Length of the mooring, whichever is the greater. It shall have a central buoy/s or fender/s. The minimum diameter of this buoy shall be 150 mm (6 inches). If this line is longer than 5.2 metres (15 feet), at least two intermediate buoys or fenders at equal spacing shall be used. If a dinghy is left on the parent vessel's mooring it shall be attached to both mooring buoys. See Figure 3.

2 Mooring Blocks or Anchors

The minimum weight of blocks or anchors is set out in the table – Figure 1.

There shall be at least two mooring blocks or anchors for each mooring except for those for small craft in shallow water. For fore-and-aft moorings this will apply to each end of the mooring.

Mooring blocks should be 225mm (9 inches) maximum thickness with a mooring eye cast into to it. The minimum thickness of the mooring eye should be 19mm (¾ inch). Typical details for concrete mooring blocks are given in diagram - Figure 1.

Mooring anchors shall be single fluke with the fluke plate being as large as practicable. Typical details for mooring anchors are given in Figure 2.

All mooring blocks or anchors shall be dug into the riverbed so that no part of the block or anchor is less than 150 mm (6 inches) below the bed.

3 Ground Chain

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Swinging Moorings - the ground chain shall be laid along the direction of the tidal flow. The centre point of the Ground Chain shall be connected to a Riser. See Figure 5.

The minimum length of the ground chain shall be not less than 4 times the maximum depth of water at the Registered Mooring Position. The size of the ground chain shall not be less than that set out in Table 1 below.

Fore-and-Aft Moorings - the ground tackle shall consist of two 18.2 metres (60 feet) ground chains between the mooring blocks or anchors at each end of the mooring the centre points of which should be connected by a linking chain – see Table 2. The ground chains from the point of connection with the linking chain to the mooring blocks or anchors should be at 60 degrees to the tidal flow. See Figure 3.

The length of the linking chain shall not be more than 15.2 metres (50 feet).

Table 1 Minimum Sizes for Ground Chain, Mooring Blocks and Anchors

Registered Length of Mooring Metres (Feet)	Minimum Diameter of Ground Chain				Minimum Weight of Blocks or Anchors			
	Drying Moorings		Non Drying Moorings		Blocks		Anchors	
	mm	inches	mm	inches	KG	lbs	KG	lbs
Less than 4.3 (14)	8	5/16	10	3/8	68	150	20	45
Between 4.3 and 5.8 (14 and 19)	10	3/8	12	1/2	90	200	27	60
Between 5.8 and 7.3 (19 and 24)	12	1/2	16	5/8	113	250	36	80
Between 7.3 and 8.8 (24 and 29)	16	5/8	19	3/4	136	300	45	100
Between 8.8 and 10.1 (29 and 33)	19	3/4	22	7/8	159	350	68	150
Between 10.1 and 11.0 (33 and 36)	22	7/8	25	1	180	400	90	200

4 Risers – Table 2

A riser chain shall be connected to the centre of the ground chain. The diameter of the bottom 1.8 metres (6 feet) should not be less than that of the ground chain as set out in Table 1 above.

Swinging Moorings – Figure 5 and Table 2 - The length of chain for Risers between the water level and the riverbed shall not be more than 1.3 times the maximum depth of water at its point of connection to the ground chain. This is at the Registered Mooring Position.

Fore and Aft moorings – Figure 3 – The length of chain for Risers between the water level and the riverbed shall not be more than **1.25 times** the maximum depth of water at its point of connection to the ground chain. This is at the Registered Mooring Position.

The minimum diameter of riser chain above the bottom 1.8 metres (6 feet) shall be as set out in Table 2.

For swinging moorings, a Swivel shall be included in the riser 1.8 metres (6 feet) above the ground chain. The nominal diameter of the Swivel shall not be less than that of the chain to which it is connected.

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The length of the rider or strop above the water shall not be more than the height of the bow fairlead above the water plus the distance from the fairlead to the mooring cleat, bollard or other attachment to the vessel. See Figure 5.

Shackle diameters shall not be less than that of the chain or fitting to which they are attached.

Table 2 Minimum Sizes of Riser and Link Chains

Registered Length of Mooring Metres (Feet)	Minimum Diameter of Riser or Link Chain (above 1.8m (6 feet) from bottom)	
	mm	inches
Less than 4.3 (14)	6	1/4
Between 4.3 and 5.8 (14 and 19)	8	5/16
Between 5.8 and 7.3 (19 and 24)	10	3/8
Between 7.3 and 8.8 (24 and 29)	11	7/16
Over 8.8 (29)	16	5/8

5 Mooring Buoys

Mooring buoys shall be of a soft material and be large enough to support the weight of the rising chain at maximum water level whilst floating at least half their diameter. The main mooring buoy shall not be less than 300mm (12 inches) in diameter.

Pick-up buoys, if used, shall be of a soft material and not be less than 150mm (6 inches) in diameter. There may be a short length of light rope between the end of the main Riser and the pick-up buoy - maximum length 1.8 metres (6 feet). See Figure 5.

All moorings must be clearly marked with the full **4-digit** Topsham Moorings registered number. This includes both mooring buoys for fore and aft and winter mooring buoys.

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Mooring Blocks - Figure 1

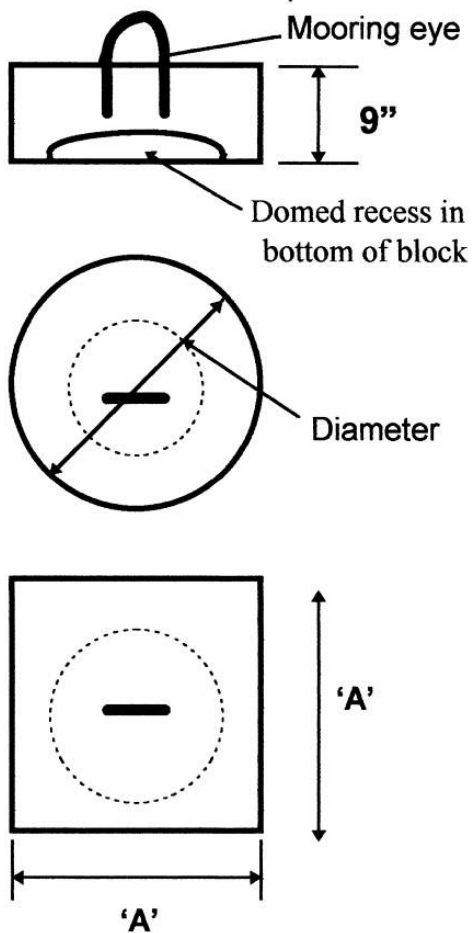
Typical Sizes for Mooring Blocks					
Nominal Weight		Diameter for Circular Block		Size of Square Block ('A' x 'A')	
Kg	lbs	mm	inches	mm	inches
70	150	400	16	355	14
90	200	460	18.5	400	16
115	250	510	21	460	18
135	300	560	22.5	510	20
160	350	610	24	560	21.5
180	400	660	26	610	23

The minimum diameter of the mooring eye should be 19 mm (3/4 inch)

Mooring Anchors - Figure 2

Length of anchor (L)	610	750	900	1050	1200	1350	1500	1650	1800
mm									
ins	24	30	36	42	48	54	60	66	72
Approx weight of anchor									
Kg	17	22	27	32	40	43	45	48	51
lbs	45	60	80	100	125	150	175	200	240

Mooring Blocks.

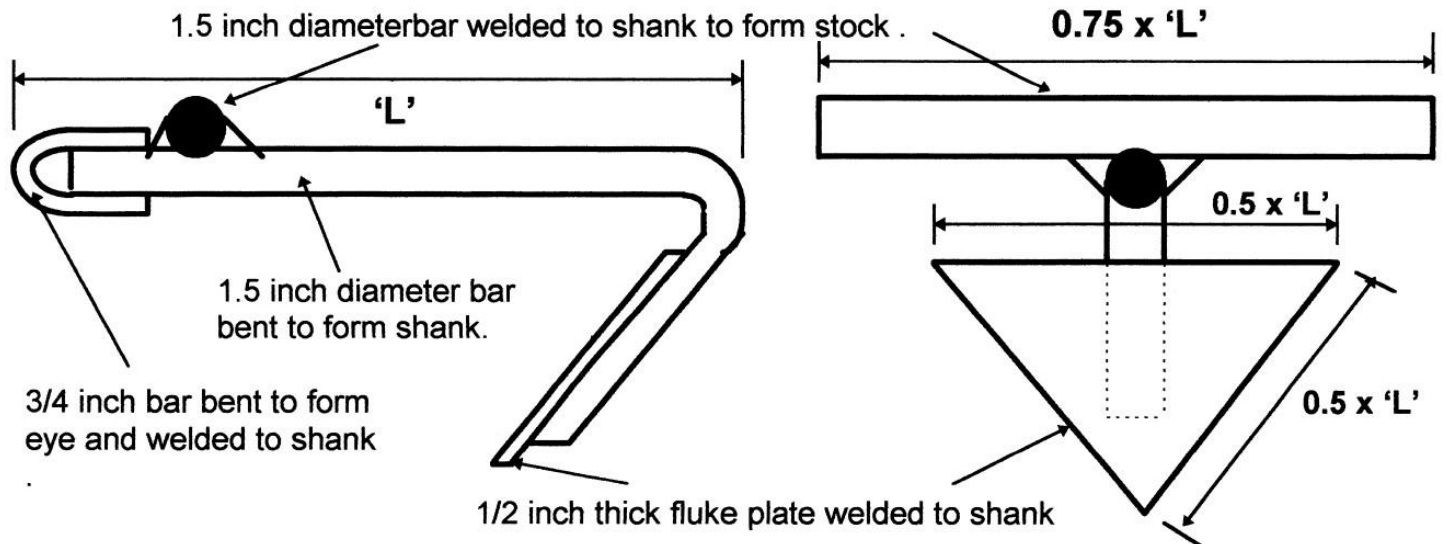


Typical Sizes for Mooring Blocks.		
Nominal Weight. (lbs.)	Diameter for Circular Block. (inches)	Size of Square Block. ('A' x 'A'). (inches)
150	16	14
200	18.5	16
250	21	18
300	22.5	20
350	24	21.5
400	26	23

The minimum diameter of the mooring eye should be 3/4 inch..

Figure 1.

Mooring Anchors.

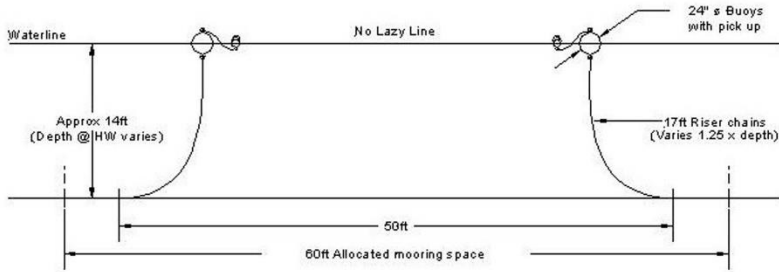


Length of anchor, (L) (ins.)	24	30	36	42	48	54	60	66	72
Aprox weight of anchor. (lbs.)	45	60	80	100	125	150	175	200	240

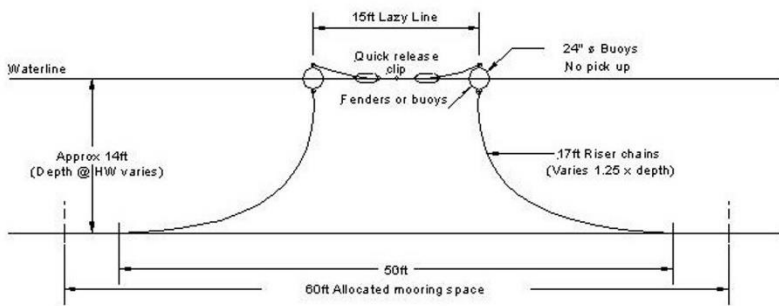
Figure 2.

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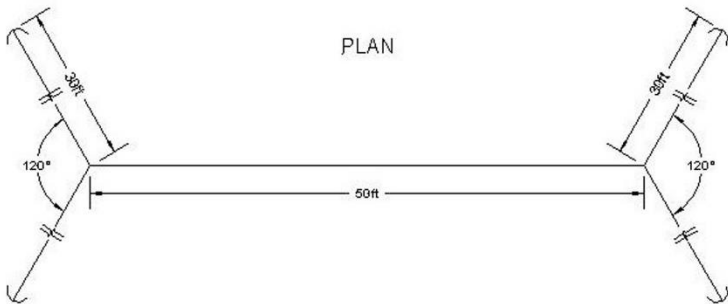
FORE AND AFT MOORINGS ALTERNATIVE FLOTATION ARRANGEMENTS



ELEVATIONS

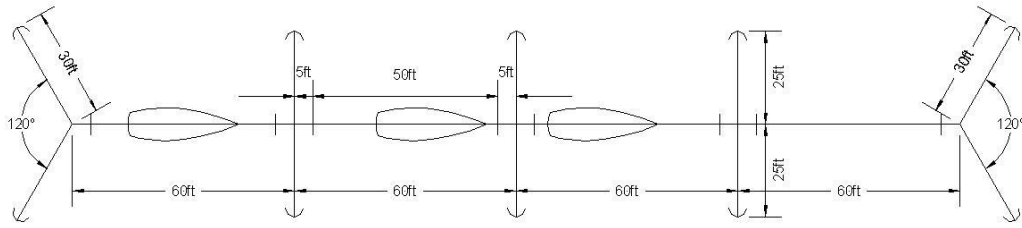


PLAN



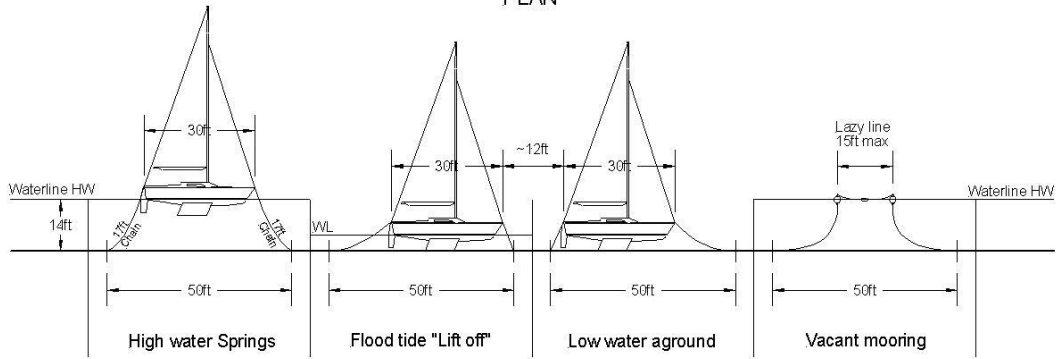
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FORE AND AFT TROT MOORINGS COMMON GROUND CHAIN



Laterals created from good chain 1.5" dia & 4 new 80lb anchors.

PLAN



ELEVATION
RANGE OF TIDE EFFECTS

Note: Depth varies with mooring position. Chain length to WL 1.25 x depth

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Data protection policy

Please find below the Data Protection Policy which Topsham Moorings Ltd ('Topsham Moorings') is legally obliged to make available to Members.

About This Policy

Topsham Moorings may collect, use and store your personal data, as described in this Data Protection Policy.

It may be necessary to amend the Data Privacy Policy from time to time without prior notice. You are advised to check the Association website Topsham-Moorings.com for any amendments to this Policy. Any amendments will not be applied retrospectively.

We shall always comply with the General Data Protection Regulation (GDPR) when dealing with your personal data. Further details on the GDPR can be found at the Information Commissioner's website (www.ico.org.uk).

Who Are We

The data controller is Topsham Moorings Ltd, which is registered with the Information Commissioner – www.ico.org.uk). The Data Protection officer is currently Nick Coleman – Secretary@Topsham-Moorings.com

The Legal Basis on which we rely

The law on data protection defines a number of specific reasons for which a company may collect and process your personal data. The Association uses four of these reasons.

- In specific situations we can collect and process your data with your **consent**. An example of this is where we request your consent to keep you informed via newsletters.
- In certain circumstances we need your personal data to comply with our **contractual obligations**. An example of this is that there is a license contract between Topsham Moorings and each mooring licensee. We collect your necessary personal details in order to be able to administer the service around your license of a mooring location.
- In some circumstances, we need your personal data to comply with our **legal obligations**. For example this would include our statutory obligation to provide personal data to Companies House relating to Directors, and maintaining a Register of Members of the Association. This would also include verifying the accounting records associated with the authenticity or source of money received by Topsham Moorings for license or admin fees.
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- In specific situations we require your data to pursue our **legitimate interests** in a way which might reasonably be expected as part of running the Company and which does not materially impact your rights, freedom or interests. An example of this would be the emails or letters that we may need to send to you in support of your Membership and account.

Examples of when personal data may be collected include:

- When you register as a licence or where you are a tenant of a licensee.
- When you apply for Membership of the Club

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- You join any Club or Committee or volunteer for the Company in any other capacity
- You join us as a member of staff, or agree to become a contractor for us
- When you participate in any Topsham Moorings organised event, such as the AGM or another relevant meeting.
- When you undertake any training or social event run by Topsham Moorings
- When you contact us by any means with queries, complaints etc.
- When you choose to complete a Topsham Moorings survey that we send to you
- When you send us information and data such as Member experiences and photographs for use on the Association Website and or Association newsletter

Personal Data We May Hold

Personal data that Topsham Moorings may hold includes, your name, title, address, telephone numbers, email address, associated family member details, emergency contact details and the details of any tenants you may chose to rent your mooring to.

We will also hold your boat details, and information about the Insurance you hold for your boat.

We may also collect information you supply for the Website or newsletter.

Where applicable, the necessary consent will be sought for the taking of and use of photographs or video.

When you make a payment for Licence renewal or an admin fee, we do not hold card or bank account information in our systems.

The cookie policy can be read at the bottom of the Website front page.

Why do we collect this data?

When we collect personal data from you directly, we will explain the reason for collecting the personal data.

To fulfil a contract with you:

- To administer your Membership and to provide Membership information and Membership benefits to you
- To notify you about changes to your Membership benefits, facilities or services
- To provide you with any products and services that you request from us including: Licence to a mooring location, administration services associated with the location of a mooring.
- When you have opted in to receive email newsletters.

When it is in our legitimate interests, and our interests are not overridden by your own interests:

- To notify you of any changes or proposed changes to mooring and other related activities which we feel may be of interest to you

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- To ask questions for the purposes of obtaining Member feedback on the operation of Topsham Moorings such that Topsham Moorings may continue to develop and support its Members
- To provide you, with information about services we feel may interest you that are similar to those that you have already obtained, purchased or enquired about
- We may process any of your personal data identified in this Policy where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of the Association's legal rights, your legal rights and the legal rights of others

Where is it part of our legal obligations, including:

- To notify you of any changes or proposed changes to the Association, its Articles or Bye-laws, or the Handbook

Where is your data stored?

Your information is held within cloud computer systems operated by Microsoft's office 365, and Airtable.com using two factor authentication at all times, or by one of our data processing partners (primarily accounting services).

Protection of your data

We will not transfer your personal data outside the UK or EU without your consent.

We have implemented generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction.

Please note however that when you are transmitting information to us over the internet this can never be guaranteed to be 100% secure.

We will notify you promptly in the event of any breach of your personal data which might expose you to serious risk.

Who else has access to the information you provide?

We will never sell your personal data. We will not share your personal data with any third parties without your prior consent (which you are free to withhold) except where we are required to do so by law or as set out in the paragraphs below.

We may pass your personal data to third parties who are service providers, agents and subcontractors to us for the purposes of completing tasks and providing services to you on our behalf (e.g. to print newsletters and send you mailings). We do this for the purpose of our legitimate interests in operating Topsham Moorings and for performing our contract with you. However, we disclose only the personal data that is necessary for the third party to deliver the service. It is possible that third parties may themselves engage others (sub-processors) to process your data. Where this is the case third parties will be required to have contractual arrangements with their sub-processor(s) that ensure your information is kept secure and not used for their own purposes.

We may also pass your personal data to the Royal Yachting Association (RYA) for the purposes of carrying out surveys when it is in the legitimate interest of the Association and the RYA to do so. The RYA may use third parties to carry out the surveys but disclose only the personal data that is necessary for the third party

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to do so and will have a contract in place that require the third party to keep your information secure and not to use it for their own purposes.

How long will we hold your data?

We will hold your personal data on our systems for as long as you are a member of the Association and for as long afterwards as it is in the Association's legitimate interest to do so or for as long as is necessary to comply with our legal obligations. We will review your personal data every year to establish whether we are still entitled to process it. If we decide that we are not entitled to do so, we will stop processing your personal data except that we will retain your personal data in an archived form in order to be able to comply with future legal obligations e.g. compliance with tax requirements and exemptions, and the establishment, exercise or defence of legal claims.

We securely destroy all financial information once we have used it and no longer need it.

Your Rights Under GDPR

- To access your personal data
- To be provided with information about how your personal data is processed
- To have your personal data corrected
- To have your personal data erased in certain circumstances
- To object to or restrict how your personal data is processed
- To have your personal data transferred to yourself or to another business in certain circumstances

If you have any concerns about our use of your personal data, or wish to withdraw consent you can contact us at:

Secretary@Topsham-Moorings.com

You have the right to take any complaints about how we process your personal data to the Information Commissioner:

<https://ico.org.uk/concerns/> Helpline on 0303

123 1113

Information Commissioner's Office Wycliffe House
Water Lane Wilmslow Cheshire
SK9 5AF