

MEMORANDUM OF UNDERSTANDING

BETWEEN

JERSEY HARBOURS AND THE ECREHOUS RESIDENTS' ASSOCIATION

Under the Harbours (Administration) (Jersey) Law 1961, the Harbour Master is responsible for the administration of harbours and territorial waters.

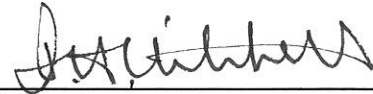
With this Memorandum, the Harbour Master delegates the administration of the facility within the harbour of Les Ecrehous to the Ecrehous Residents' Association ("the Association"), represented by its Committee ("the Committee"). The regulation of the harbour will always remain with Jersey Harbours and the police powers of the Harbour Master remain the responsibility of the Harbour Master and those appointed to act as Harbour Master under the Harbours (Administration) (Jersey) Law.

1. The administration of moorings for the area marked on the chart attached at Appendix A ("the designated area" or "the harbour") is delegated to the Association. The Association will administer them within the terms of its rules and this MOU in accordance with General Direction 10 "Laying of Moorings". A list of moorings is attached in Appendix B.
2. The day to day administration of the harbour will be with the Association. Always providing the Association has acted according to this memorandum and within the policies of Jersey Harbours, Jersey Harbours shall assist with the enforcement of the correct mooring allocation or other such matter as may be required.
3. Jersey Harbours will maintain responsibility for the structure of the harbour, ground chains, any equipment owned by them including any navigation aids, marks and buoys for the designated area.
4. The Committee will provide guidance and assistance to members with regard to the correct laying of moorings. Liability and responsibility for moorings remains with the owner of the mooring.
5. No new moorings shall be laid (or existing ones altered) within the harbour without the approval of the Committee.
6. On receipt of mooring requests, the Committee Association will allocate moorings taking into account the availability of space, length and draft of the vessel.
7. The Association should exercise fairness in allocating moorings, and its decisions should be auditable, such that:
 - a. Priority is given to those owning property on the reef or handing down moorings to family members.
 - b. Boats are only allocated to vessels of a size appropriate to the location and design of the mooring.
8. The Association will provide an annual report to Jersey Harbours on current mooring allocations. The Association will make available a copy of the mooring allocations to members upon request.
9. No mooring fees shall be charged by the Association or by Jersey Harbours for moorings within the designated area.
10. Jersey Harbours and the Association will meet at the beginning and end of each boating season with regard to the inspection of the ground chains and any other issues which may have arisen, including but not limited to issues relating to any other equipment owned by Jersey Harbours. An agreed log of proceedings will be kept by both parties.

11. The owner of each mooring will maintain his/her mooring in a tidy and safe state. This will include an annual clearance operation and removal of discarded and unsafe gear and old mooring chains, ropes, blocks, etc.
12. Fishing gear may be laid within the designated area but no floating rope shall be used, nor equipment that might be hazardous to shipping.
13. The police powers of the Harbour Master remain the responsibility of the Harbour Master and those appointed to act as Harbour Master under the Harbours (Administration) (Jersey) Law.
14. Any dispute or disagreement raised in connection with the role of the Association in connection with this memorandum will be referred to the Chairman of the Association and its Committee. If a dispute or disagreement cannot be settled within the Association, it may be referred to Jersey Harbours as arbitrators.
15. Amendments to this memorandum can only be made by mutual agreement of Jersey Harbours and the Association.
16. This MOU may be cancelled by either party subject to six months written notice.



Barry Goldman CBE
Harbourmaster, Jersey Harbours
Date



Ian Mitchell
Chairman, Ecrehous Residents' Association
Date 23 April 2014