



SHARED USAGE/CHARTER AGREEMENT

input made by EDDC Legal Services (IKEN3765): 8th July 2025 [CLEANED VERSION]

This Agreement is made on the -----/-----/----- (the "Agreement Date") between East Devon District Council, Exeter City Council and Teignbridge District Council ("the Three Councils").

BACKGROUND:

Exeter Port Authority ("EPA") is a non-corporate organisation which is owned, reports to and is controlled by Exeter City Council.

South East Devon Wildlife ("SEDW") is a non-corporate organisation without assets which operates on behalf of the Three Councils, and which reports to and is controlled by a Committee with joint representation as appointed by the Three Councils individually.

Exeter City Council is entering onto this Agreement its own capacity and also as owner and controller of EPA, in order to confirm to all other parties that it affirms and will be ultimately responsible for ensuring performance and observance of all obligations and constraints imposed on EPA arising from this Agreement and its subject-matter .

The Three Councils are entering into this Agreement both in their own individual capacities and as shared controllers of SEDW, in order to confirm to all other parties that each of The Three Councils will be ultimately responsible jointly and severally for ensuring performance and observance of all obligations and constraints imposed on SEDW arising from this Agreement and its subject-matter .

Exeter City Council is the owner of the vessel described in clause 1 as "the boat".

IT IS HEREBY AGREED THAT:

The subject of this Agreement shall be for the EPA operated vessel known as 'Exe Harbour Launch' (hereinafter referred to as "the boat") to be made available for use by SEDW for a period of twelve months from the Agreement Date listed below and subject to the conditions of this agreement.

- The term of this agreement shall be for a twelve-month period starting from the Agreement Date

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1. USE OF THE BOAT

Exe Harbour Launch will be the main vessel for the user/charter.



Above: Exe Harbour Launch

- SEDW shall be entitled to use the boat for a maximum period of 40 days, within a 365-day period, running from the Agreement Date.
- Any outstanding dates may not be carried forward after the twelve months period.
- A single use under 4 hours will count as a half day. Between 4 and 8 hours will count as a full day.
- The procedure for selecting these days is as set out in the Schedule to this Agreement headed "Booking Arrangements".
- This Agreement may be terminated by either EPA or SEDW if the boat is unavailable for use for more than a 4-week period as a result of theft or damage (except for damage caused by SEDW). By agreement, both parties may decide to wait for alternative provision to be made instead.
- This Agreement may be terminated by EPA or SEDW for any reason, upon receipt (by either party) of written notice. The notice period shall be a minimum of 8 weeks. By agreement, both parties may decide to wait for alternative provision to be made instead.

2. OBLIGATIONS OF EPA

At all times during the term of this Agreement, EPA shall ensure that the boat is maintained to a reasonable and safe standard as set out in the respective boats' Operations Training and Operations Manuals (copies to be made available to SEDW staff).

This includes (at no additional cost to SEDW):

- Regular servicing of the boat.
- That safety equipment is regularly checked and maintained to an appropriate standard (in the opinion of SEDW, acting reasonably).
- That the vessel is available for use from Exmouth Marina.
- That the vessel is fuelled, the keys are readily available and in all other respects ready for usage by SEDW by 08.00 on each day in question.
- To provide prior to or within two weeks after the date of this Agreement four days of training in the usage of the craft for SEDW personnel through the instructors at EPA's RYA Training Centre.

3. OBLIGATIONS OF SEDW

SEDW:

- will pay EPA for use of the boat an annual fee of £7,500 (in advance or in arrear or in monthly instalments by agreement).
- will pay separately for petrol usage on a quarterly basis in arrears. SEDW will keep a log on the engine hours. Cost of £7.50per engine hour. ([link](#))
- may in the twelve months term of this Agreement (at no cost to SEDW) leave their existing patrol vessel *Branta Isca* in the Exeter Canal in the water or at Exeter Quay on the hard (decision to be made by SEDW). If SEDW have their vessel stored on the hard at Exeter Quay at any times during the term of this Agreement, they can do so as an entitlement at no cost as part of this Agreement, but SEDW will need to pay separately for any craneage and boat cradle costs incurred in such storage process.
- Insurance (to adequate levels consistent with what is usual in the marine market in South West England) of the boat, all SEDW personnel and invited passengers when using them and third-party liability.
- will pay for any damage caused by SEDW staff to the boat or a third party up to £500. Above this figure an insurance claim will be made by SEDW.

4. VESSEL

The boat must be used in line with its training and operations manuals.

All SEDW staff who helm the craft must hold the qualifications listed below:

- RYA level 2 power boat qualification.
- VHF licence.
- A Pleasure Boatman Licence issued by EPA (qualifying for which includes the helmsperson completing a competency test (the cost of which to SEDW is included in the annual boat use fee payable under this Agreement).
- A valid first aid certificate.

The helmsperson must also be accompanied by a competent crew member at all times a boat is being used by SEDW.

AGREEMENT SIGNED BY THE THREE COUNCILS:

[SUBSTITUTE HERE THE USUAL CORPORATE ATTESTATION CLAUSES OF EDDC, ECC + TDC]

SCHEDULE - BOOKING ARRANGEMENTS

- 1 The boat must only be used in day light hours in line with the relevant craft's training and operations manual.
- 2 On or before the date of this Agreement a shared calendar will be set up by EPA, allowing both them and SEDW to select a small number of key dates for their usage.
- 3 Where a clash of dates exists, EPA and SEDW will endeavour to share patrols/offer to drop and collect parties from designated points such as Dawlish Warren.
- 4 Exe Harbour Launch will be the boat mainly made available for use by SEDW.