

POOLE BOAT HAVEN TERMS & CONDITIONS



Definitions:

Where the following words appear in these Conditions they shall have these meanings:-

Company shall mean Poole Quay Boat Haven Limited.

Haven shall mean the Marina, Mooring and other facilities for mooring or Berthing Vessels known as Poole Quay Boat Haven, Poole, Dorset.

Manager shall mean the Manager for the time being of the Haven.

Staff means staff employed by the Company at the Haven

Premises means all the land, adjacent water and buildings occupied by or under the control of the Commissioners at the Haven, including docks, slipways, pontoons, jetties, quays, piers, sheds, workshops, and hard-standing.

Owner shall include any master, agent or other person for the time being in charge of the Vessel.

Vessel shall include any form of craft, boat, ship, yacht, dinghy, multi-hull, or other marine structure which is in the care and control of the Owner.

Length Overall means the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent.

Berth means the space on water or land from time to time allocated to an Owner by the Manager for the Vessel.

Pontoon means a moored and decked floating structure providing landing or mooring facilities.

Longer-term lets means lets of 3 months or over in duration.

General Conditions

1. All Berths must be vacated by 12 noon on the agreed day of departure.

2. All Owners should ensure that their Vessel's name is clearly seen. No "For Sale" signs must be displayed on Vessels.

3. No Owner has any right to any specific Berth. Owners can request a specific Berth but this is not guaranteed. Owners are not entitled to the exclusive use of any specific Berth and shall use such Berth as is allocated to them by the Manager from time to time.

4 The Manager has the right to charge for the full length of the Pontoon if an Owner requests a specific Berth and their Vessel's Length Overall is shorter than the requested Berth.

5. No dangerous, flammable, poisonous, obnoxious substance, spirit oil or fluid shall be brought into the Haven except in properly secured containers secured against leakage which must be placed in the area designated for such purpose.

6. Vessels should not be re-fueled and fuel should not be transferred.

7. No oil, paint or other similar substance should be discharged into the waters.

8. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated so as to cause any nuisance or annoyance to any other users or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the Vessel that they shall not behave in such a way as to offend as aforesaid. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance. Noise must be restricted after 23:00. Owners and other persons not adhering to this condition may be requested to leave by the Manager.

9. Cycling on the Pontoons is forbidden.

10. Swimming, diving and fishing and underwater cleaning or valeting of Vessels are all prohibited. Fishing with crab lines is permitted provided that any children so doing are properly supervised and no nuisance or obstruction is caused.

11. Open fires/stoves & barbecues are not permitted on Vessels or on Pontoons.

11.1 Fireworks, sparklers or any type of Pyrotechnic should not be used or disposed of within the Haven

12. Owners shall provide and maintain at least one fire extinguisher, which is approved and manufactured to EN3 standards for portable fire extinguishers, and ensure it is fit for purpose for the vessel and ready for immediate use in case of fire.

13. Dogs must be kept on a leash and must not be allowed to foul or cause a nuisance. Owners are responsible for clearing up any fouling and disposing of it in an appropriate manner and not into the waters. Any Owners or other persons found allowing their dog/animal to foul will be fined.

14. Owners and other persons must not feed/encourage the local wildlife.

15. Children should wear suitable life jackets and must be supervised by a responsible adult at all times. Responsibility cannot be taken for accidents or incidents if children are unattended.

16. Owners of Vessels shall restrict their speed to four knots and must not use their sails within the Haven and shall conduct their Vessel in a responsible manner so as not to endanger other users' vessels or lives.

17. The Company cannot be held responsible for any noise, dust, disturbance or other inconvenience suffered as the result of maintenance work carried out within the Haven or on the Premises.

18. The Vessel must not be used as a houseboat whilst in the Haven.

19. No refuse/sewage should be thrown into the waters or left on Pontoons and should be disposed of in the appropriate refuse facilities provided near the entrance to the Haven. Pump-out facilities are provided at the Company's office.

20. Boating equipment/dinghies/maintenance equipment or other boating parts or accessories must be stored onboard Vessels and should not be left on the Pontoons. Boat tenders/dinghies/rafts etc should also be stored onboard Vessels unless provision has been made for a separate Berth, in which case there will be an additional charge for the mooring thereof.

21. Lavatory systems onboard Vessels should not be used whilst in the Haven. Showers and toilets are provided.

22. Owners are responsible for reporting to the Manager all accidents involving injury to any person or damage to any public or private property that occur in the Haven as soon as possible after they occur.

23. Owners accept full responsibility for the sea worthiness of their Vessel and any damage caused by the Vessel's fittings and or equipment. Owners may themselves be liable for any loss or damage caused by them, their crew or their Vessels

24.1 The Company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as weather conditions, the actions of third parties not employed by it or any defect in any part of a customer's or third party's Vessel); this extends to loss or damage to Vessels, gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Haven or the Premises and/or using any facilities or equipment.

24.2 The Company shall take all reasonable steps to maintain security at the Haven, and to maintain the facilities reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on the part of the Company, Vessels, gear, equipment or other goods are left with the Company at the Owner's own risk and Owners should ensure that they have appropriate insurance against all relevant risks.

24.3 The Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless it shall have been expressly engaged to do so by the Owner on

commercial terms. Similarly the Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident for which the Company is not responsible. However the Company reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so it shall be entitled to charge the Owner concerned on a normal commercial charging basis and, where appropriate, to claim a salvage reward.

25. All invoices must be paid within a thirty day period. Any invoices remaining unpaid after this period will incur interest and may be forwarded to our legal department and any additional costs incurred will be added to the outstanding debt.

26. No work shall be done on the Vessel, gear, equipment or other goods without the Manager's prior consent other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family not causing nuisance, or annoyance to any other customer or person residing in the vicinity, nor interfering with the Company's schedule of work, nor involving access to prohibited areas. The Manager reserves the right to refuse to allow any contractors whom he deems unsuitable for whatever reason to enter the Haven to undertake any work.

27. Owners 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 to at least the statutory minimum and adequate salvage insurance. Owners must be able to produce such policies to the Manager upon demand.

28. Vessels must not be used for illegal purposes whilst within the Haven.

29. Trolleys are available for Owners' use. The trolleys must be used safely and must be returned after use in the same condition as that in which they were taken.

30. Meter Maids are available to hire. In addition a deposit may be required which will be refunded upon return of the Meter Maid in good working order.

31. Owners, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and byelaws of Harbour and navigation authorities and the requirements and powers of regulatory authorities, including but not limited to the Maritime and Coastguard Agency and The Health and Safety Executive; there are criminal penalties for the breach of such restrictions, requirements and byelaws.

32. No refuse shall be thrown overboard or left on the Pontoons, or on any other part of the Premises, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Haven and the Premises. Owners, their guests and crew must take due care of all property and facilities belonging to the Company and a fine may be levied for damage to Company property.

Longer-term lets

In addition to the above terms and conditions the following conditions also apply to Longer-term lets

33. Owners should advise Staff when they are taking their Vessel out of the Haven for any extended periods and advise Staff of the expected return date.

34. The Manager reserves the right to let out a Berth to another Vessel, whenever a Vessel is absent from its allocated Berth, without refunding the Berthing fee for this period. If the Owner does not advise Staff of the date of return, Staff cannot be responsible if the same Berth is not available upon their return. The Manager may also have the use of the Berth when it is left vacant by the Owner.

35. If at all possible a spare key should be left in the office to enable Staff to gain access to the Vessel in the case of emergency.

36.1 The Company shall have the right (without prejudice to any other rights in respect of breaches of these terms and conditions by the Owner) to terminate lets of Berths in the following manner in the event of any breach by the Owner of these terms and conditions or any failure to make payments due hereunder.

36.1.1 Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Haven and/or of customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time as specified in the notice. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property the time specified for remedy may be immediate or extremely short. If the Owner fails to effect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him to remove the Vessel from the Haven immediately.

36.1.2 If the Owner fails to remove the Vessel on termination of the let (whether under this Condition or otherwise), the Company shall be entitled:-

36.1.2.1 to charge the Owner at the daily rate for each day between termination of this Licence and the actual date of removal of the Vessel from the Haven; and/or

36.1.2.2 at the Owner's risk (save in respect of loss or damage caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Haven and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative berthing fees.

36.1.3 Any notice of termination shall, in the case of the Owner, be served personally on the Owner or sent by registered post or recorded delivery service to the Owner's last known address.

37.1 The let is personal to the Owner and relates to the Vessel. It may not be transferred or assigned to a new Owner or to a different vessel, either temporarily or permanently, without the express prior written consent of the Company.

37.2 Within seven days of any agreement for the sale, transfer or mortgage of a Vessel subject to these terms and conditions the Owner shall notify the Company in writing of the name, address and telephone numbers of the Purchaser or Mortgagee, as the case may be.

38.1 Owners allowing their Vessels to be worked on or used by other persons should give written permission which should be left with Staff for the release of keys to ensure that keys etc. are not handed out to persons without permission to board Vessels.

38.2 Contractors working on owners vessels will be required to pay £15 per day per job while on the Boat Haven. They must undertake a risk assessment and provide the office with a copy of their insurance.

39.1 Berths at the Haven shall be licensed for the periods and at the rates of charge from time to time published by the Company and in force at the commencement of these terms and conditions. Details of the charges applicable to the Berth at the beginning of the let will be given to each Owner at the time that the let commences.

39.2 The let shall not be automatically renewed but will end at the conclusion of the period agreed if not terminated sooner by the Company or by the Owner under the provisions of Condition 36. Any Vessels remaining after the date for which payment has been made will thereafter be charged at the full daily rate.

39.3 The Owner shall signify their agreement to these terms and conditions by completing and signing a memorandum of agreement.

39.4. Payment must be up front and in full for all Longer-term lets and will be non refundable if the owner sells or removes the vessel at any period during the Let period, .

40. Owners may use their Vessels for residential purposes during Longer term lets but only with the prior consent of the Manager, whose consent may be given subject to such conditions as he may specify.

BOAT NAME: _____ DATE: _____

I agree to accept the Terms & Conditions of Poole Quay Boat Haven

CUSTOMERS NAME: _____ SIGNATURE: _____