

DEACONS BOATYARD

TERMS AND CONDITIONS FOR BERTHING AND STORAGE ASHORE

1 (a) The company shall not be liable whether in contract, tort or otherwise, for any loss, theft, or damage of whatsoever nature caused to any vessel or vehicle or other property of the licensee or others claiming through the licensee except to the extent that such loss, theft, or damage may be caused by the negligence or wilful act of the Company or those for whom the Company is responsible.

(b) The licensee shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the licensee's vessels or vehicles or by the licensee, his servants, agents, crew, guests or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible.

(c) The licensee shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £2,000,000 in respect of each accident or damage and in respect of each vessel, adequate salvage insurance. Such insurance shall be effected and maintained in an insurance office of repute and the licensee shall produce the policy or policies relating thereto to the Company on demand.

2 (a) The Company shall have the right (without prejudice to any other rights in respect of breaches of these conditions by the licensee) to terminate the licence granted to the licensee in the following manner in the event of any breach by the licensee of these Conditions or of any failure by the licensee to make any payment due to the Company. If the breach is capable of remedy or the licensee has failed to make any such payment the Company may serve notice on the licensee specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount due within 14 days. If the licensee fails to remedy such a breach or pay the amount due within 14 days, or if the breach is not capable of remedy, the Company may serve notice on the licensee specifying the breach or failure to pay (when not already specified) and requiring him to remove the vessels within 28 days, at the expiration of which the licensee shall remove the vessels and any other property of his from the Company's harbour and premises. The Company shall refund the licensee the unexpired portion of the

licence fee (disregarding any discount given) subject to a right of set-off in respect of any damage suffered by it and/or other monies owing as a result of any of the matters giving the Company the right to terminate the licence.

(b) When no date of termination has been agreed in writing between the parties, the Company or the licensee may terminate the licence granted to the licensee by giving the other 28 days notice of such termination, at the expiration of which the licensee shall remove the vessel from the Company's harbour and premises.

3 (a) Vessels stored ashore or in mud berths will be launched or put afloat as near the end of the seasonal period as in the Company's opinion tide, weather conditions and available facilities permit and in such sequence as to avoid moving other vessels for this purpose and also so as to make the most economical use of the facilities at the Company's disposal. At the licensee's request the Company will, if possible, launch his vessel at any suitable tide and weather conditions, but the cost of moving other vessels for this purpose and/or any attendant expenses must be paid for by the licensee. The basis of such charges is available to the licensee on request.

(b) Hardstanding charges are subject to change at the Company's discretion. Settlement of hardstanding ashore charges should be made by return upon receipt of invoice and **all accounts must be settled in full before a vessel is launched.**

(c) The owner is responsible for ensuring the vessel is in a suitable condition to launch.

4 Any vessels or other goods left at the Company's harbour or premises are subject to the provisions of the Torts (Interference with Goods) Act 1977, which confers on the Company as bailee a right of sale exercisable in certain circumstances.

Any obligation of the company towards vessels or goods left at its harbour or premises ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods and the Company accepts no responsibility for loss or damage to any vessels or goods left at its harbour or premises without its consent save in so far as such loss or damage is caused by the negligence of the Company or those for whom the Company is responsible.

5 If in the Company's opinion such be necessary for the safety of the vessel or for the safety of other users of the harbour or premises or for their vessels or for the safety of the Company's harbour, premises, plant or equipment, the company shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such mooring, reberthing, movement, boarding, entering or

emergency work arises from the negligence of the Company or those for whom the Company is responsible, the Company's reasonable charges therefore shall be paid by the Owner.

6 The licensee will advise the Company of all boats, which use the berths from time to time during the licensing period.

7 Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed the necessary warps and fenders shall be provided by the Owner.

8 Electricity used by the vessels owned or managed by the licensee is the responsibility of the licensee.

9 Nothing in the Licence shall entitle an Owner to the exclusive use of a particular berth.

10 Berths (including those occupied by vessels on the Company's harbour or premises of facilities for servicing, overhauling or repair) shall be licensed for the periods from time to time published by the Company at its harbour or premises and charges therefore will be calculated by reference to the Company's published list of charges ruling at the commencement of the licence.

11 All persons using any part of the Company's harbour premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the Company's harbour premises or facilities was caused by or resulted from the Company's negligence or deliberate act or that of those for whom the Company is responsible.

12 No vessel, when entering or leaving or manoeuvring in the harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the harbour. Vessels are at all times subject to the speed restrictions and by-laws of Harbour, Navigation or other authorities.

13 No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the harbour or premises so as to cause any nuisance or annoyance to the Company, to any other users of the harbour or premises or to any person residing in the vicinity and the licensee undertakes for himself, his guests and all using the vessels that they shall not behave in such a way as to offend as aforesaid. Halyards shall be secured so as not to cause such nuisance or annoyance.

14 No refuse shall be thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's harbour and premises.

15 Dinghies, tenders and rafts shall be stowed aboard the vessels unless berths are separately provided and agreed with, in writing, the Company.

16 (a) Licensees and their crew are required to park their motor vehicles in such position and in such manner as shall from time to time be directed by the Company.

(b) Licensees and their crew are required to inform the Company of any long term parking requirements, (long term means longer than 24 hours) prior to leaving the marina.

(c) The Company reserves the right to remove, tow, dispose of any vehicle that is parked in such a way that it hinders the operations of the Company.

17 (a) No items of boats gear, fittings or equipment, supplies, stores or the like shall be left upon the pontoons, jetties, car parks or boat storage area's.

(b) The licensee his servants, agents, crew, guests or sub-contractors shall not tamper, remove, adjust any equipment used by the Company to ensure the safety of vessels ashore or afloat.

(c) No work shall be done on the vessel, gear, equipment or other goods while on our premises without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the customer, 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.

18 (a) The Company shall have the right by notice in writing to the licensee forthwith to terminate this Licence if at any time the Company's harbour or premises shall be so damaged impeded or interfered with by force majeure (as hereinafter defined) as to render it likely that the Company will be unable to continue to provide berths or storage ashore in accordance with the Licence entered into between the Company and the licensee.

(b) In this Clause force majeure means any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of the Company including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) weather conditions, riots, civil commotion, aircraft, fire, breakdown or war.

(c) In the event of such termination as aforesaid the Company shall refund to the licensee the unexpired proportion of the Licence fee (disregarding any discount given).