

QUAY LANE BOATYARD LTD

TERMS AND CONDITIONS

GENERAL

- This policy should be read alongside our main Terms of Business (see our website or the copy on display at the boatyard office).
- We reserve the right to vary these Terms and Conditions and any of our Terms or Policies without notice. Please check our website or ask the boatyard office for the latest version.
- You confirm you are the rightful owner of the vessel. You must provide us with your full contact details: name(s), postal address, email address, and phone number(s). Please do this in writing (email). It is your responsibility to let us know of any changes.
- Your contract with us is solely for renting a space for your boat, whether ashore, on our pontoon, or a swinging mooring. See also clause 'Charging'.
- Boats must be insured: a minimum of £2m ashore and £3m on the water.
- Boats moored on a pontoon or swinging mooring must be seaworthy. It is your responsibility to regularly check on the condition of your vessel and its mooring lines, fenders, etc.
- We recommend that boats on the pontoons have a working bilge pump. It is mandatory for vessels on a swinging mooring to have one.
- You are responsible for arranging for the salvage of your vessel should it sink or break free from its mooring. You will also be responsible for all associated costs.
- You are responsible if your boat causes danger to others or damage to our property or business. You will also be responsible for all associated costs.
- You are the licence holder for the pontoon berth, swinging mooring, or space in the boatyard. Your licence is not transferable to another vessel or person without our prior written consent.
- Please let us know if you intend to leave your berth or mooring for more than a week (pontoon) or a month (swinging mooring).
- We reserve the right to temporarily allocate unoccupied berths or moorings to another vessel. Any credit for the period of use will be at our discretion.
- Only the vessel registered with us may occupy the mooring or berth we have allocated to you. If you want to change your boat, you must let us know in advance. However, there are reasons that we might not agree (for instance, your current mooring might not be suitable for your new boat).
- We reserve the right to move your boat to a different position for logistical, safety, emergency, or nuisance reasons.
- *Tarpaulin*: If you must use tarpaulin, please ensure it is tidy and tied down securely. You can only use budget tarp for an emergency, short-term repair. If you want to cover your boat for the longer term, use a canvas or a heavy-duty oilskin-type material, preferably in dark blue or navy.
- *Selling your boat*:
 - Please notify us if you intend to sell your boat. We would prefer that you accompany viewings, but if you can't, email us the details of who will view your boat and when. Security is important, and we may refuse entry to strangers.
 - The new owner must open an account with us before the sale completes.
 - You and the new owner must resolve any dispute over our charges (e.g., our security deposit, money owed to us). **You remain responsible for any outstanding charges on the vessel.**

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- It is your responsibility to agree with the buyer about who will remove any rubbish or equipment the buyer does not want. If you leave us to dispose of it, we will bill you (*see clause 'Waste disposal, including oil'*).
- No terms, conditions, or agreements of your licence (contract) are automatically transferrable to the new owner.
- *Tender/dinghy:*
 - You may keep **one** tender/dinghy per boat at no charge in the designated dinghy area.
 - You must ensure you mark your dinghy up with the name of your boat and that it has a KHM sticker (ask the office).
 - We have limited space and reserve the right to remove and dispose of unregistered dinghies.

WORKING ON YOUR BOAT ASHORE

- We allow you to work on your boat and you work at your own risk. However, if we consider any aspect of the work to be dangerous, we will withdraw our permission.
- The boatyard is open seven days a week. The opening hours are:
 - **1 April to 31 October: 08:30 to 18:00** and **1 November to 31 March: 08:30 to 16:30**
- You are welcome to work on your boat 7 days a week, but you must limit the use of power tools and excessive noise between 19:00 and 07:00.
- If you wish to stay on your boat ashore overnight, please clear with the Yard Manager or the office first.
- Keep the area under and around your boat tidy. Avoid creating trip hazards. Under no circumstances should your possessions extend into the area where the crane and tractor are working.
- You must have safe access to your boat (steps or a ladder). Secure the ladder at the top for safety and store it out of the way under your boat. We will remove ladders that we consider to be unsafe. If you wish to erect permanent scaffolding, please let us know in advance.
- If you are going to sand or grind your boat and produce debris, you must tent your vessel and set up a method of collection and containment. If you jetwash your boat, avoid spraying the boats surrounding you too.
- You must not remove or reposition any boat supports yourself. If you want your boat adjusting, you will need to book the crane (charges apply).
- No-one is allowed to go up the mast ashore.
- Your boat must be ready on the day of relaunch, as we will not delay our scheduled operations if you still have work to complete.
 - NOTE: For operational reasons, we may crane your boat onto the trailer the day before.

PONTOON AND STORAGE ASHORE

General

- It is a condition that you regularly check your boat, and you must keep your vessel in a good state of repair, clean and tidy. This includes removing any build-up of fallen leaves, algae and moss; repairing or removing ripped canvas work; washing down topsides and the hull above the waterline, etc.

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- On the pontoon, keep your cockpit and topsides free of black bin bags and rubbish. Store equipment in lockers out of sight. Do not leave items on the dock for more than a couple of days (eg a weekend away sailing), and make sure they are not a trip hazard. If you want to put a storage box on the dock, ask us first.
- You must insure your vessel ashore for a minimum of third-party cover (£2m).
- You must maintain your boat in a seaworthy condition or a condition that we can safely crane to road transport.
- Please consider removing and storing any canvas work that might get ripped in strong winds.
- We are not responsible for the loss of any property you leave onboard.

Winter storage

- Unless we agree otherwise, boats stored ashore for winter must be launched by the end of April. The actual date is dependent on tide height and times.
- If you wish to stay ashore beyond the 30 April, please let us know as soon as possible.
- If you want to launch before the end of April, there will be a 50% surcharge on the launch fee. We will waive this surcharge if you give us at least 30 days' notice.

Long-term storage

- Our maximum term for storage ashore is 12 months, although we may grant an extension beyond the 12-month term at our sole discretion.
- There is a 50% surcharge on the standard monthly fee on vessels that exceed 365 days.
- If you came ashore to carry out repairs to make your vessel seaworthy, we require that you complete this work within the 12-month term. Should you anticipate this is not possible, you must let us know in good time.
- We will serve a termination notice if we consider your vessel is deteriorating and you have given us no clear plan of repair or launch. You will be responsible for all costs associated with disposing of your vessel should it not be safe to launch or crane to road transport. See also '*Abandoned Vessels*'.

CONTRACTORS

- We do not charge outside contractors to work in our yard. However, please ensure you inform them that they must report to the boatyard manager or office each time they are on our premises.
- All contractors and sub-contractors must have valid public liability insurance of at least £5m. We may ask contractors for proof of insurance and prevent them from working on our premises if they cannot produce valid documents.

MAST DOWN/UP AND STORAGE

- You must prepare your boat at least 24 hours before we take down your mast. Remove rigging tape and ensure screws and shackles aren't seized, remove the boom, remove running rigging from jammers and secure it to the mast, disconnect mast electrics below deck, pull the cables through and attach to the mast.
 - If you can't do this and still want us to go ahead, you will need to give us written permission to cut the electric cables at deck level. You acknowledge you will be responsible for reconnecting them.

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- We will store your mast by your boat or on our mast rack. We will not be responsible for any damage during storage. We advise you to remove any masthead equipment (e.g., Windex, aerials) as soon as possible once the mast is down.
- You must replace any masthead equipment at least 24 hours before we restep your mast.
- We aim to tension the mast to how it was. However, we do not guarantee this, so please check, and tune it to your preference once up.

WASTE DISPOSAL, INCLUDING OIL

- You can use our bins for general waste, small items, and recycling. However, you must take away and dispose of hazardous waste yourself. The same applies to bulky items (or when the bins are full).
- We will charge you a minimum of £120.00 if you leave your rubbish for us to dispose of.
- Recycling
 - The orange bin is for recycling. Take note of the information on what can go inside - and do not use it for anything else!
 - We have a waste oil tank by the office.
 - Wood: ask the yard team if you can add your items to our wood pile.
 - There is a scrap metal dealer on Quay Lane.

FIRE

- If you see a fire, please inform the office or one of the boatyard team IMMEDIATELY.
- Outside of working hours (08:00 to 15:30, Monday to Friday, excluding bank holidays) or if no staff are available, please call the fire brigade (999) **yourself**.
- Fire extinguishers are located at the boatyard entrance.
- Only tackle a fire if you can do so without endangering yourself or others.
- Do not tackle a fire if it will delay the arrival of the fire brigade.

SAFETY, SECURITY AND ENVIRONMENTAL

- You enter our premises at your own risk. You agree to take precautions and use care in all circumstances and to take responsibility for your guests, visitors, pets, and property. You must ensure that children and animals are always supervised.
- Please ensure you are aware of what is happening around you at all times. Cranes and other heavy machinery can be in operation at any time. Similarly, there may be boat movements in and around the marina.
 - You must follow all signage and immediately obey requests from our staff.
 - You must stay at least five metres away from the yard machinery when it is in operation.
- Pontoons and walkways may be uneven and can be slippery when wet or icy. Take extra care in the dark.
- The pontoons are not patrolled. For self-rescue, there are yellow safety ladders at the end of each pontoon and one by the dinghy dock.

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- Don't create trip hazards on the docks or in the yard: manage trailing electrical cables and hoses, move your belongings to the side and out of the way of others, and don't leave them out overnight.
- **NEVER** block fire exits or emergency routes: yard gates, car park, the main path through the yard, or pontoons.
- Let us know if you see or discover anything that you believe is a safety, security, or environmental issue. Report all accidents and near misses. You can tell James, our yard manager, or email us at enquiry@quaylaneboatyard.co.uk.
- You leave **all** your property on our premises at your own risk.
- Fishing is not allowed from the pontoons.
- We welcome your friends and family, but in consideration of others and for safety, please contain gatherings to your boat. Do not party on the pontoon, be mindful of noise, and always supervise children. Quiet time is between **22:00 and 07:00**.
- *Noise*: Please secure halyards to prevent them slapping against your mast.
- *Spills*: You must take every precaution to avoid spilling fuel or hazardous materials into the water or onto the pontoon. If a spill happens, you must contain it and clean it up immediately. We reserve the right to charge you for the cost of cleaning up and any environmental fines.

ELECTRICITY AND WATER

- Electricity is chargeable - you must have our permission to use the boatyard's electricity. Do not remove any locks yourself or plug into a box without asking.
 - If you use electricity regularly: you will need a cable with an inline meter, and you must tell the office your starting figure.
 - If you don't tell us in advance, we will charge you a minimum of £30.00.
 - If you only need occasional use: we charge a daily fee (check with the office for the current rate). You must let us know the days you've used electricity. We operate on an honesty basis.
- Water is currently FOC for reasonable use. But please don't waste it. Shut off the hose when you're not using it.

VEHICLES

- Do not park in front of the yard gates (open or closed) under any circumstances. The gates must be accessible to emergency vehicles 24/7.
- You may bring your car into the yard to load or unload and only when there are no boat movements. Please check with the yard or office team first. Once loaded or unloaded, you must move your vehicle from the yard **immediately**.
- Your vehicle must not interfere with our operations. Never leave it unattended in the yard, even for a few minutes.
- We lock the main gates at 16:00. If your vehicle is still in the yard, it will be locked in until the yard next opens (which may be after a weekend or public holiday).
- **Car park**: You may use our car park if there is space. Be considerate. Leave enough room for other vehicles to easily move in and out of parking spots. **AND never block in another vehicle while leaving your own unattended - even for a short time**. Others must be able to leave immediately.

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- If parking by the bridgehead to the pontoon, leave enough space for trolleys to get on and off the dock.

CHARGING AND NOTICE

- We operate a rolling monthly licence for **pontoon berths** and **storage ashore**. This agreement renews on the first day of each month until terminated by either party. You must give us 30 days' notice of leaving.
- We issue annual **swinging mooring** licences from 1 April to 31 March. You must make payment in full by the due date of the renewal invoice. You are not automatically entitled to a refund of unused months should you leave part way through the year. We do not grant an automatic annual licence renewal, although we won't unreasonably withhold it. If you do not renew for the new licence year, you must leave your Quay Lane Boatyard swinging mooring **by 31 March**.
- We reserve the right to give you notice to remove your boat in certain circumstances. These include i) a serious breach of our terms and conditions (eg non-payment of our invoices, no insurance), ii) persistent late payment, iii) your vessel is not in a seaworthy condition, iv) anti-social, threatening, or unlawful behaviour. This is not an exhaustive list.
- Our charges are based on length overall (LOA). For clarity, LOA includes all fore and aft projections above and below the waterline (e.g., bowsprits, swim ladders, outboard engines, rudders).
- We invoice for our services in advance, and payment is strictly on the due date.
- Late payment fee: We charge a £5.50 late payment fee for e day the invoice remains unpaid.
- We reserve the right to suspend or withhold services until unpaid invoice(s) are settled.
- If you persistently pay late, we reserve the right to terminate your contract with us.
- If you have a pontoon berth but come ashore, you will still need to pay your pontoon fees.
 - If you wish to avoid the additional costs, you can give up your pontoon berth. However, you must tell us of your intention to do so within 14 days of your booked date ashore, and you understand that we cannot guarantee that a berth will be available when you relaunch.

ABANDONED VESSELS AND UNPAID BILLS

- Vessels and property left at our premises are subject to the Torts (Interference with Goods) Act 1977. The Act gives Quay Lane Boatyard Ltd the right to sell your vessel or property if you have an outstanding debt to us or if we consider that you have abandoned your boat or property. In these circumstances, we will give you the notice required by the Act at the address we hold for you.
- If your boat has no market value, we may have no alternative but to dispose of it professionally. You will be liable for all associated costs, and we will take legal steps to recover these along with any outstanding debt you owe us.

DOGS

- You are welcome to bring your pet to our premises. However, please keep them under control (on a lead, if necessary) and ensure that you clean up after them.

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CONDUCT

- If you, your guests, or visitors engage in anti-social, threatening, or unlawful behaviour, we reserve the right to:
 - ban you or them from access to our premises - either temporarily or permanently, and
 - terminate your contract with us immediately.

TERMS

- These Terms and Conditions and our main Terms of Business are subject to change without notice. If we make a material change, we will let you know we have updated them.
- We will do this by including a header to our invoices, informing you of a change and where to find the revised document. The header note will be on every invoice we issue for at least 45 days from the reissue date.
- Should you choose not to abide by these Terms and Conditions, any other written terms, or any consequential request we make of you, we reserve the right to terminate your contract.
- Nothing in these Terms and Conditions shall exempt any employee, boat owner, contractor, or visitor from their duty to comply with relevant legislation (e.g. Health & Safety at Work Act 1974).
- You can find our Terms and Conditions and Terms of Business on our website at www.quaylaneboatyard.co.uk. We display a copy in our office, and you can also ask us to print a copy for you.

SIGNING: TERMS AND CONDITIONS, TERMS OF BUSINESS, AGREEMENTS/CONTRACTS

- **We ask that you acknowledge and accept our documentation by signature or email.**
- **IMPORTANT: Although we ask for your formal acknowledgement, should you not do so, we consider that you being on our premises, availing yourself of our services, using our facilities, and/or making any payments to us constitute your agreement to the contract and our Terms.**

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