

QUAY LANE BOATYARD LTD

GENERAL 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 on a swinging mooring. See also clause 'Charging'.
- Boats must have third-party insurance for a liability of up to £2m ashore and up to £3m on the water.
- 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 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. We will determine any credit for the period of use.
- 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 a budget tarp for an emergency, short-term repair. If you want to cover your boat longer, use a canvas or a heavy-duty oilskin-type material, preferably in dark blue.

SELLING YOUR BOAT

- Please notify us if you intend to sell your boat. We would prefer you accompany viewings, but if you can't do so, email us the details of who will view your boat and when. Security is essential, and we may refuse entry to our premises to strangers.
- The new owner must open an account with us before the sale is completed.
- You and the new owner must resolve any dispute over our charges (e.g., the security deposit or money owed to us). **You remain responsible for any outstanding charges on the vessel.**
- 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').
- The terms, conditions, or agreements of your licence (contract) are not transferrable to the new owner.

QUAY LANE BOATYARD LTD

GENERAL TERMS AND CONDITIONS

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 dangerous, we will withdraw our permission.
- The boatyard is open seven days a week. The opening hours are:
 - **1 April to 31 October: 08:00 to 18:00 | 1 November to 31 March: 08:00 to 16:30**
- You are welcome to work on your boat seven 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 it 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 work.
- You must have safe access to your boat (steps or a ladder). Secure the ladder at the top for safety, and when it is not in use, 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.
- You must not remove or reposition any boat supports yourself. Book the crane if you want your boat adjusted (charges apply).
- No-one is allowed to go up the mast ashore.
- Your boat must be ready on the day of the 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.
- On the pontoon, keep your cockpit and topsides free of bags of rubbish. Also, please minimise clutter on topsides – store this and loose equipment in lockers out of sight. Do not leave items on the dock for more than a couple of days, and make sure they are not a trip hazard. Ask us first if you want to put a storage box on the dock.
- 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.
- We recommend that boats on the pontoons have a working bilge pump.
- It is your responsibility to regularly check on the condition of your vessel and its mooring lines, fenders, etc. We regularly inspect our pontoon moorings, but should you discover a problem with your berth, please let us know immediately so we can rectify the matter.
- You are responsible for arranging for the salvage of your vessel should it sink or break free from its pontoon berth and for all associated costs.
- Please consider removing and storing canvas work that might get ripped in strong winds.
- We are not responsible for any property loss, including anything that you leave onboard.

QUAY LANE BOATYARD LTD

GENERAL TERMS AND CONDITIONS

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 30 April, please let us know as soon as possible.
- You may launch at any time before the end of April. However, as we often position boats ashore for winter towards the back of the yard, please give us a minimum of 10 days' notice so we can schedule the move.

Long-term storage

- Our maximum term for ashore is 12 months, and there is a 50% surcharge on our standard storage charge 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 may grant an extension beyond 12 months at our discretion, Our standard rate ashore will apply.
- 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 boat should it not be safe to launch or crane to road transport. See also '*Abandoned Vessels*'.

STAYING ONBOARD/LIVEABOARD

- You may occasionally overnight on your boat. If you want to stay onboard in the yard while working on your vessel, you must inform the Office or Yard Manager first.
- Without our express agreement, you may not move onto your boat as a liveaboard.
- We have limited residential pontoon moorings and generally have a waiting list. If you wish to apply for a residential space, please get in touch with the office.

SWINGING MOORINGS

King's Harbour Master (KHM) Portsmouth conditions

Your compliance with the KHM's regulations for swinging moorings in the harbour is mandatory. These regulations aim to increase the accountability of boat owners, reduce the number of unused boats kept on the water and decrease the number of boats that sink or are abandoned on the shorelines. Per the KHM, you must adhere to the following terms:

- Ensure you display a KHM sticker on the port quarter of your boat. Please come into the **Quay Lane Boatyard office by 1 April** each year to pick up your individually numbered sticker.
- You must have third-party and wreck removal insurance for your vessel up to a liability of £3m.
- You must use your boat regularly and ensure it remains in sound condition to be afloat in the harbour.

Quay Lane Boatyard Ltd conditions

- It is mandatory for vessels on a swinging mooring to have an electric bilge pump.
- We regularly inspect our swinging moorings, but if you discover a problem with our equipment, you must let us know immediately so we can rectify the matter.
- You must regularly check your boat and are responsible for ensuring it is securely moored. If your vessel is heavy and needs additional mooring lines, you must buy and attach your own equipment.
- You are responsible for arranging for the salvage of your vessel should it sink or break free from its swinging mooring and for all associated costs.

QUAY LANE BOATYARD LTD

GENERAL TERMS AND CONDITIONS

TENDER/DINGHY STORAGE

- 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 QLBY office).
- We have limited space and reserve the right to remove and dispose of unregistered dinghies.
- You leave your dinghy and associated equipment in the dinghy area at your own risk.

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 cannot prepare your mast, let us know at least 24 hours before the booking. We can undertake the jobs on deck to ready your boat, and our standard labour charge applies.
 - We will not go inside your boat to disconnect cables from equipment. Therefore, if you want us to go ahead with the job, we require your written permission (by email) to cut the electric cables at deck level. You acknowledge you will be responsible for reconnecting them.
- We will store your mast by your boat or on our mast rack. We are not responsible for any damage during storage. Once the mast is down, we advise you to remove any masthead equipment (e.g., Windex, aerals) as soon as possible.
- You must replace 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.

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. **Metal**: there is a scrap metal yard on Quay Lane.

QUAY LANE BOATYARD LTD

GENERAL TERMS AND CONDITIONS

FIRE

- If you see a fire, please inform the office or one of the boatyard team IMMEDIATELY.
- The team might not readily be available (out of hours, they're on the water), so if a fire has taken hold and no-one is available, **please call the fire brigade (999) yourself.**
- Fire extinguishers are located near the boatyard entrance by the bins.
- 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, use care in all circumstances, and take responsibility for your guests, visitors, pets, and property. You must ensure that children and animals are always supervised.
- Please ensure you are always aware of what is happening around you. 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 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.
- 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 you believe is a safety, security, or environmental issue. Report all accidents and near misses. 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 from the pontoons is not allowed.
- We welcome your friends and family, but please confine gatherings to your boat in consideration of others and for safety. 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 from slapping against your mast.
- *Spills*: You must take every precaution to avoid spilling fuel or hazardous materials into the water, onto the pontoon or elsewhere on our premises. If a spill happens, you must contain it and clean it up immediately. We reserve the right to charge you if you don't or don't do so fully. We will charge you for the cost of any environmental fines we receive for your actions, including a £100.00 administration fee.

ELECTRICITY AND WATER

- We charge for electricity use. Check with the office for the current rate.
- Do not plug into a box without asking, and do not remove any locks yourself.
- 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 reserve the right to charge you a minimum of **£22.00**.

QUAY LANE BOATYARD LTD

GENERAL TERMS AND CONDITIONS

- 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.

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 only when there are no boat movements. Please check with the yard or office team first. Once loaded or unloaded, you must immediately move your vehicle from the yard.
- 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

- Our car park includes the three spaces outside the gates as well as the spaces inside.
- 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 another vehicle while leaving your own unattended—even for a short time.** Others must be able to leave immediately.
- Please park in a way that ensures maximum use of the car park. When using the space by the bridgehead, park close up to the walkway but leave enough space for trolleys to get on and off the dock.
- If you are planning to be away sailing, please park on the road.
- We do not allow vehicles not in use to be parked on our premises. If you do so, we reserve the right to charge **£18.00** (including VAT) per day. Therefore:
 - Do not use our car park as a place to store your vehicle when you are away or because you have no space to park it elsewhere.
 - Likewise, do not park unroadworthy vehicles (e.g. SORN or without MOT) on our premises.

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 renewal invoice due date. If you don't, we will consider that you are not renewing with us for the coming season and release your mooring for sale.
 - 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**.
 - You are not automatically entitled to a refund of unused months should you leave partway through the year.
- We reserve the right to notify you to remove your boat in certain circumstances. These include a serious breach of our terms and conditions (e.g. non-payment of our invoices, no insurance), persistent late payment, that your vessel is not seaworthy, or anti-social, threatening, or unlawful behaviour. This is not an exhaustive list.

QUAY LANE BOATYARD LTD

GENERAL TERMS AND CONDITIONS

- 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, and 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 each 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.
- If you have a pontoon berth but come ashore, you 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 you a berth 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 you clean up after them.

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 include a header to the covering email for our invoices, informing you of a change and where to find the revised document. The header note will be on every invoice email for at least 45 days from the reissue date.
- Should you choose not to abide by our **Terms**, which include these Terms and Conditions, our Terms of Business, 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).

QUAY LANE BOATYARD LTD

GENERAL TERMS AND CONDITIONS

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

- **TERMS** – these include our General Terms and Conditions (this document), our Terms of Business, other written terms, or any consequential request we make of you,
- Our General Terms and Conditions and Terms of Business are fully available and easy to find.
 - They are on our website at www.quaylaneboatyard.co.uk.
 - We display a copy in our office, and you can also ask us for printed copies.
 - We include information about how to find our **TERMS** on our covering invoice email and the invoice itself.

IMPORTANT: While we ask for your written confirmation, we do not need it or your signature as evidence of a contract between us. When you use our services or pay our invoice(s) we consider that you acknowledge and fully accept our '**TERMS**'. If you do not agree or cannot comply, we regret that you will need to cancel the booking/remove your boat.

Quay Lane Boatyard Ltd – Quay Lane – Hardway – PO12 4LJ

e. accounts@quaylaneboatyard.co.uk

t. 02392 524 214

Company number: 3211724