

Sandwich Marina

Sandwich Marina Limited

Terms and Conditions



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SECTION 1 – MARINA TERMS AND CONDITIONS

1.1 DEFINITIONS

- 1.1.1 “The Marina” shall mean Sandwich Marina Limited and shall include any area on the land and on the water including beneath the surface and any other facility that is provided by Sandwich Marina Limited.
- 1.1.2 “The Owner” shall include a lawful owner or any other person who is lawfully in charge of a vessel berthed at the Marina.

1.2 OWNERS OBLIGATIONS

- 1.2.1 **Arrival of a Vessel** - A vessel will only be accepted by Sandwich Marina post receipt of proof of insurance and initial charges paid and cleared funds received.
- 1.2.2 **Vessel Identification** – The Owner will ensure that the vessel name is always clearly shown and legible.
- 1.2.3 **Acceptance** - The ‘Owners’ agreement of these ‘Terms and Conditions’ is automatic upon entry to Sandwich Marina.
- 1.2.4 **Non- Exclusive Use of Berth** The ‘Owner’ is not entitled to exclusive use of a particular berth.
- 1.2.5 **Assignment** -The Marina license Agreement granted to the owner and that relates to a named vessel is non-transferrable. The Owner shall not sublet the berth or loan it to another vessel without receiving prior written consent from the Marina.
- 1.2.6 **Change of Details** -The Owner shall keep the Marina informed of any changes in contact details or vessel name.
- 1.2.7 **Vacating** - The Owner is required to give 28 days’ notice in writing to the Marina before vacating a berth or removing Owners property from the premises.
- 1.2.8 **Sale of a vessel** -The Owner is required to inform the Marina of a change of ownership of a vessel within 7 days of the sale. The Owner must notify the purchaser that existing moorings or storage cannot be transferred to the new Owner without having received prior written authorisation from the Marina.
- 1.2.9 **Commercial use** - No part of the vessel or Marina Facilities shall be used for any commercial purposes without the Owner receiving prior written authorisation from the Marina.
- 1.2.10 **Parcel Deliveries** –The Owner shall inform the Marina Office of any large or heavy items that are expected, and collection arranged.
- 1.2.11 **Condition of vessels** - Boats on a mooring must be kept seaworthy and in a reasonable condition. The Marina reserves the right to request from the Owner a Condition Survey Report undertaken by an approved professional to satisfy the Marina that a vessel is not a threat to safety or navigation. Failure to fulfil the request may result in the Marina terminating the Owner’s mooring agreement.

1.3 MANAGEMENT

- 1.3.1 **Marina use of Berth** - The Marina reserves the right to use or re-let a vacant berth.
- 1.3.2 **Refund/recalculation of Charges upon Notice** - Upon receipt of 28 days written notice of departure annual settlement discounts will be cancelled and any remaining whole months will be refunded to the Customer.
Fees and charges payable by the Owner may be increased/decreased by the Marina not giving less than 28 days notice.

- 1.3.3 **Alteration of Terms and Conditions** - The Marina reserves the right to alter these terms and conditions on an annual basis or by giving one months' written notice.
- 1.3.4 DPA (1998) – In accordance to the Data Protection Act (1998) the Marina may share your personal data with relevant agencies for the prevention and or detection of crime.

1.4 FINANCIAL

- 1.4.1 **Payment** - The Owner shall pay any valid invoice in respect of any Marina services provided upon receipt of the invoice unless otherwise stated. The invoice will remain unpaid until cleared funds are received into the Marina's account. Moorings must be paid a month, 6 months or annually in advance, not in arrears. Vessels cannot be removed from the Marina unless all costs are paid and cleared funds received in the Marina account.
- 1.4.2 **Unpaid Accounts** - Any invoices that remain unpaid after their due date may be referred to a debt recovery agent. Any bailiff charges or proceeding costs will be charged to the Owner and recovered accordingly.
- 1.4.3 **Termination of Notice** - As per 1.3.2 above. If termination is a result of the Owners breach the Owner will not be entitled to any refund.
- 1.4.4 **Measurement of Vessels** - Moorings are charged at a minimum length of 5m. The length of a boat will include the davit and bowsprit or any other extension fore and aft of the vessel. The length is rounded up to the nearest metre.

1.5 LEGAL POWERS

- 1.5.1 **Lien** - The Marina shall have a lien upon a vessel until all outstanding sums that are payable to the Marina are paid and cleared funds received in to the Marina account. The Marina reserves the right to claim a possessory lien upon the vessel in respect of any money claim.
- 1.5.2 **Termination** - The Marina shall have the right to terminate the license granted to the Owner in the event of a breach of these Terms and Conditions. If the Owner has failed to make any payment due to the Marina or a breach of these Terms and Conditions, the Marina may require them to remedy the breach or make payment within 30 days of which notice to the Owner will be given in writing.
- 1.5.3 **Power to Remove** - If the Owner fails to remedy a breach or settle the outstanding amount within the stipulated 30 days, the Marina may serve a notice to the Owner in writing to the Owners last known address that requires the Owner to remove the vessel from the Marina within 30 days.
- 1.5.4 **Removal of Vessel** - In the event the Owner fails to remove the vessel, the Marina at the Owners expense may remove the vessel from the berth and relocate it elsewhere in the Marina. All removal costs and alternative storage fees will be charged to the Owner.
- 1.5.4 **Power of Sale** - The Marina may give statutory notice to the Owner in accordance with the provisions of the Torts (interference with Goods) Act 1977 which confers power of sale to the bailee after having taken reasonable steps to contact the Owner and recover monies owed.

1.6 MOORING

- 1.6.1 **Berthing** - The Owner shall berth the vessel in the position as instructed by the Marina. Warps and fenders shall be provided by the Owner.
- 1.6.2 **Maneuvering** - The Owner shall at all times maneuver the vessel safely with due care and attention. The Owner shall adhere to the mandatory speed limit of 8 knots and when passing moored vessels will lower speed to prevent the endangering or damage of other vessels.

- 1.6.3 **Conservancy Fees** – All moored vessels are liable to pay ‘Conservancy Fees’ to Sandwich Port & Haven Commissioners. Sandwich Marina reserves the right to pass on Customer Contact details to the SP&HC.

1.7 SECURITY

- 1.7.1 All vessel owners must ensure that the main security gate is never left propped open. They must not share the gate code as this will compromise security and must not knowingly permit unknown persons to enter the premises with them.

1.8 UTILITIES

- 1.8.1 **Supply** - The Marina cannot guarantee uninterrupted supply of water and electricity to vessels. The Marina reserves the right to disconnect without notice, a vessel if it poses a safety risk.
- 1.8.2 **Electricity** - Metered electricity is charged per unit at the current market price. The Marina will allocate a pedestal and socket to the Customer. There is a monthly standing charge (see current list of Marina charges) and Owners will be invoiced quarterly. Owners must not unplug other users without prior consent from the Marina. Electricity cables must be one uninterrupted length and must not show signs of damage. For safety reasons you should connect your cable to the vessel first before connecting to the electricity supply.
- 1.8.3 **Water** - The Marina will direct the Owner to the nearest available water supply. Taps must be turned off immediately after use and vessels both on berths or hard standing should never be permanently plumbed in to the water supply.

1.9 CODE OF CONDUCT

- 1.9.1 **Anti-social Behavior** - The Marina will not tolerate offensive, abusive or drunken behavior toward staff or other Marina users. Such behavior may result in termination of the Owners license.
- 1.9.2 **Refuse Disposal** - The Marina provides recycling receptacles that are clearly labeled and for Marina users only. These receptacles are not for commercial use. All other waste must be disposed of by the Owner at the nearest Waste Recycling Centre. Anyone caught misusing this facility may be invoiced for the disposal of their waste.
- 1.9.3 **River Pollution** - The Owner must avoid discharge of oils from the bilge of the vessel to comply with environmental protection statute.
- 1.9.4 **Dogs** – Owners must keep their dogs under control at all times. They must never be tied to a pontoon. Dogs must be kept on leads at all times. Dog fouling must be cleared up immediately by the Owner, double bagged and placed in the waste receptacle provided by the Marina.

1.10 LIABILITY AND INSURANCE

- 1.10.1 **Liability** - The Marina accepts no responsibility for loss or damage to vessels or property belonging to the owner unless caused by the Marina’s negligence.
- 1.10.2 **Insurance** - The Owner is required to have and maintain a minimum of third-party insurance and adequate salvage insurance cover.
- 1.10.3 **Disclaimer** - Vessels and Property – The Marina shall not be liable for any loss, theft or damage of whatsoever nature caused to the vessel or property belonging to the owner unless caused by the Marina’s negligence.
- 1.10.4 **Injury** – All Persons visiting or using the marina do so at their own risk.

1.11 WORKING ON VESSELS

- 1.11.1 **Work on Afloat Vessels** – The Owner may carry out routine maintenance and minor repairs only, at the berth. The work must not cause a nuisance to other berth holders or pose a health and safety risk.
- 1.11.2 **Contractors** – The Owner must in advance notify the Marina of any major work to vessels that is contracted out. The Contractor must provide evidence of their third-party liability insurance and must also adhere to any of these terms and conditions that may apply.
- 1.11.3 **Major Works** – Any person undertaking works such as hot works must apply to the Marina before commencement of works. They may also be required to produce a method statement and risk assessment on request. Measures must be put in place to avoid environmental pollution and damage to other vessels. Sandblasting is prohibited on Sandwich Marina site.
- 1.11.4 **Waste Disposal** – The Marina only supplies receptacles for the disposal of **Recyclable** non-commercial Waste. White & Electrical goods must be taken to the local Authority tip. Contractors shall dispose of their waste offsite. If the area is not cleared of waste post completion of works, the Marina reserves the right to clear the area and charge associated costs to the Owner.
- 1.11.5 **Non-compliance** – In the event any of the above conditions are breached the Marina shall ask the contractor to vacate the site.
- 1.11.6 **Rights of Refusal** – The Marina reserves the discretionary right to refuse admission to the site and or permission to commence works on the marina to contractors deemed unsuitable for whatever reason. In such a case the Marina will notify the Owner immediately.
- 1.11.7 **Method Statements and Risk Assessments** – The Marina reserves the right to request copies of method statements and/or risk assessments related to the contractors work to be undertaken. In such circumstances work shall not commence until permission is granted by the Marina.
- 1.11.8 **Liability** – The Marina accepts no liability for any damage caused to another vessel as works undertaken are at the Owners risk

1.12 SAFETY

- 1.12.1 **Fire & Safety Precautions** - The owner shall be responsible for fire prevention in or upon the vessel and shall supply and maintain at least one or more fire extinguishers suitable for use. The Owner shall ensure any person visiting their vessel is aware of fire and safety precautions and equipment.
- 1.12.2 **Children** – The Owner must ensure that children are supervised at all times by a responsible adult. Children must wear suitable life jackets when within 2 meters of the river.
- 1.12.3 **Visitors** – The Marina advises all Customers, Owners and their Visitors that it is best practice to wear life jackets when within 2 meters of the river.
- 1.12.4 **Bicycles** – Shall not be ridden along or stored on pontoons.
- 1.12.5 **Chocks & Hull Supports** – Only the Marina Staff are permitted to move chocks and hull supports. The Customer shall not tamper with chocks or hull supports under any circumstances.
- 1.12.5 **The Marina's right to act** – The Marina shall have the right to re-berth, move or board any vessel deemed to pose a safety risk of the vessel, to other vessels or to other Marina users at the cost of the Owner.

SECTION 2 – TERMS & CONDITIONS OF MARINA SERVICES

2.1 DEFINITIONS

- 2.1.1 “Hirer” the customer hiring the service
- 2.1.2 “Service” the service required by the customer, supplied by the Marina
- 2.1.3 “Plant” the Marina’s equipment and tools required for use to provide the enlisted service

2.2 PROCEDURE AND AVAILABILITY

- 2.2.1 **Booking Process** – Services must be applied for through the Marina Office
- 2.2.2 **Payment** – The Service is subject to payment terms. All fees are payable in advance or upon receipt of an invoice.
- 2.2.3 **Availability** – The date on which the Service is provided by the Marina will be as requested. However the Marina accepts no responsibility for delays due to adverse weather conditions, breakdown of Plant or due to any cause whatsoever. In the event of a delay the service will be provided at the very next opportunity.
- 2.2.4 **Refusal** – The Marina reserves the right to refuse to provide the Service on the grounds of safety.

2.3 RESPONSIBILITIES

- 2.3.1 The Hirer shall provide the Marina with relevant information regarding the vessel to ensure the service can be carried out safely without risk
- 2.3.2 The Hirer shall acknowledge that the pressure wash included with a lift out does not include the superstructure or scrapping of the hull
- 2.3.3 The Hirer is not permitted to remain onboard the vessel when in the crane or hoist

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