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WINTERS MARINE LTD

STANDARD STORAGE AND MOORING LICENCE

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STANDARD STORAGE AND MOORING LICENCE FOR VESSELS

GENERAL CONDITIONS

1 DEFINITIONS

Where the following words appear in these conditions, the licence and the Company's Regulations they shall have these meaning:

Company shall mean the Company or any of its Agents to whom the application for berthing is made which may be one or more of its Associated Companies, Concessionaires, Tenants and Assignees for the operation of the facility.

Harbour shall include a mooring or any other facility for launching, navigating, mooring or berthing a vessel.

Premises means all the land, deep water moorings, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, jetties, quays, piers, mud berths, sheds, lofts, workshops, hard standing, roadways and car parks.

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

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

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

Berth and/or mooring means the space on the water from time to time allocated to the Owner by the Company for the Vessel during the term of this licence including decked floating structures providing landing or mooring facilities (pontoons).

2 THE LICENCE

Berths and storage at the premises shall be licensed for the periods and the rates of charge from time to time published by the company at its premises and in force at the commencement of this licence. Details of charges applicable to the vessel at the beginning of the license will be given to each licensee at the time that the license is granted.

This licence 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 clauses 9 or 11.

3 LIABILITY, INDEMNITY AND INSURANCE

The company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as extreme 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, vehicles, gear, equipment or other goods left with it and harm to persons entering the premises and using any facilities or equipment.

The company shall take all reasonable steps to maintain security at the premises, and to maintain the facilities at the premises in reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on the part of the company, vessels, vehicles, 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.

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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 claim a salvage reward.

Owners may themselves be liable for any loss or damage caused by them, their crew or their vessels and they shall be obliged to maintain adequate insurance including third party liability cover for not less than £3,000,000. The owner shall be obliged to produce evidence to the company of such insurance within 7 days of being requested to do so by the company.

4 CHANGES IN DETAILS

The owner must notify the company in writing of the details of any change of name of the vessel or change of address or telephone number of the owner.

5 BERTH/STORAGE ALLOCATION

The physical layout of all berths and storage areas and the varying needs and obligations of the company and its customers requires that the company retains absolute control of berth and storage allocation within the premises. Accordingly, the owner shall not be entitled to the exclusive use of any particular berth or storage area but shall use such berth or storage area as is from time to time allocated to him by the company.

6 PERSONAL NATURE OF THE LICENCE

This licence is personal to the owner and related to the vessel described in the application for berthing or storage. It may not be transferred or assigned to a new owner or to a different vessel, either temporarily or permanently, without the express written consent of the company.

Within 7 days of any agreement for the sale, transfer or mortgage of a vessel subject to this licence the owner shall notify the company in writing of the name, address and telephone numbers of the purchaser, transferee as the case may be.

7 USE OF BERTH BY COMPANY WHEN VACANT

The company may have the use of the berth when it is left vacant by the owner. If an owner goes away for any length of time the company will re-let the mooring and share any additional income with the owner on a 50/50 basis.

8 ANNUAL SUB LETTING OF DEEP WATER BERTHS

Annual sub-letting is only permitted through the company. Sub-letting will be allowed for a maximum of two years. A full refund will be given if the company is notified by end of February each year of the intention to sub-let. If notification is given between the end of February and 31st March a fee equivalent to 50% of the full mooring rental will be payable. After 31st March the full mooring rental will be payable.

9 TERMINATION

The company shall have the right (without prejudice to any other rights in respect of breaches of terms of this licence by the owner) to terminate this licence in the following manner in the event of any breach by the owner of this licence

Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the company and/or of the company's customers and if the breach is capable of remedy, the company may serve notice on the owner specifying the breach and requiring him to

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remedy the breach within a reasonable time specified by the company. 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 premises or berth immediately.

If the owner fails to remove the vessel on termination of this licence whether under this condition or otherwise, the company shall be entitled to charge the owner at the company's 24-hour rate for overnight visitors for each day between termination of this licence and the actual date of removal of the vessel from the berth. At the owners 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 harbour and premises and thereupon secure it elsewhere and charge the owner with all costs reasonable arising out of such removal including alternative berthing fees.

Any notice of termination under this licence 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 and in the case of the company shall be served at its principal place of business or registered office.

10 RIGHTS OF SALE AND OF DETENTION

Maritime law entitles the company in certain circumstances to bring action against a vessel to recover debt or damages. Such action may involve the arrest of the vessel through the courts and its eventual sale by the court. Sale of a vessel may also occur through the ordinary enforcement of a judgement debt against the owner of a vessel or other property.

The company reserves the right (a general lien) to detain and hold onto the owner's vessel or other property pending payment by the owner of any sums due to the company. If the licence is terminated or expires while the company is exercising this right of detention it shall be entitled to charge the owner at the company's 24 hour rate for overnight visitors for each day between termination or expiry of this licence and the actual date of payment (or provision of security) by the Owner and removal of the vessel from the mooring. The owner shall at any time be entitled to remove the vessel or other property upon providing property security, for example a letter of guarantee from a bank, or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the company's prospective legal costs.

11 TERMINATION BY OWNER

The owner can terminate this licence by writing to the company that they wish to end their arrangements at the end of the current mooring or storage period.

Following such notice the company shall prepare an account of all sums owed by the owner in respect of services or facilities used up to the end of the current mooring or storage period.

Where the balance is in favour of the company the owner shall be required to pay the balance before removal of the vessel from the harbour or premises and where the balance is in favour of the owner the company shall pay it to the owner upon departure of the vessel from the premises or berth.

GENERAL RULES

12 VESSEL MOVEMENTS

The company reserves the right to move any vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the premises and its berths.

Vessels shall be moored by the owner in such a manner and position as the company may require and unless otherwise agreed adequate warps and fenders for the vessel shall be provided by the owner.

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.

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Advisory note – owners, their guests and crew are advised that vessels are at all times subject to the speed restrictions and bylaws 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 bylaws.

13 COMMERCIAL/RESIDENTIAL USAGE

No part of the company's mooring or premises or any vessel or vehicle while situated therein or thereon shall be used by the owner for any commercial purpose (i.e. chartering/houseboat) and/or become the permanent residence for the owner, his crew or family members.

14. DINGHY/TRAILER/CRADLE STORAGE

Dinghies, tenders and rafts shall be stored aboard or tied alongside a vessel when moored.

Vessels stored ashore may keep one small tender under their vessel whilst it is in hard standing storage.

Trailers/cradles/props may be stored on the premises with the permission of the company. Charges may apply.

15 PARKING

Subject always to the availability of parking space, owners may park one vehicle on the premises in accordance with the directions of the company. All cars parked on the premises from 1st April to 30th October each year are required to display a current car parking ticket supplied by the company.

16 COMPANY & HARBOUR REGULATIONS

The owner shall at all times observe the company's safety instructions and regulations together with the current harbour bylaws, in particular:

The owner 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.

Owners shall refuel only at the designated fuel barge. Where fuel is required to be transferred in portable containers, the company reserves the right to refuse the use of any container deemed unfit for purpose.

Berthing alongside vessels is only permitted for tenders.

Children should be supervised at all times. Dogs are welcome, but please clean up after them.

The company shall display the regulations and safety instructions on their notice board and in their office. The company reserves the right to introduce new regulations and instructions on grounds of legal requirement or for the safety or security or good management of the premises and berths, and to amend such regulations as from time to time shall be necessary.

Such regulations and any amendments to them shall become effective on being displayed on the company's public notice board or other prominent place at the company's premises, and the company shall have the same rights against the owner for a breach of the regulations as for a breach of the terms of this licence.

Advisory note – owners, their guests and crew are advised that their conduct and that of their vessels is likely to be regulated and governed at various times by statutory, local authority and harbour regulations which may be more extensive than those of the company and the breach of which may result in criminal penalties.

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17 ACCESS TO WORK ON VESSELS

No work shall be done on the vessel, gear, equipment or other goods while on a berth or on the premises unless carried out by the owner, Lincombe Boatyard personnel or sub-contractors engaged by Lincombe Boatyard Companies. Owners are NOT to bring their own sub-contractors onto the premises or moorings without permission of Lincombe Boatyard Companies. Minor running repairs or minor maintenance of a routine nature may be carried out by the owner, his regular crew or members of his family not causing a nuisance, or annoyance to any other customer or person residing in the vicinity.

Prior consent will not be unreasonably withheld where the work is of a type for which the Lincombe Boatyard companies would normally employ a specialist sub-contractor; or the work is carried out under warranty by the manufacturer and/or supplier of the vessel or any part of the equipment to which the warranty relates.

18 TENDER MOORINGS FOR DEEP WATER PONTOON BERTHS

Included in the cost of a deep water mooring is a berth for a tender up to 16' on the dinghy pontoon which is connected to the land by a bridge. This pontoon is particularly vulnerable in easterly gales and therefore the company expects owners to slip their tender onto the hardstanding if they are to be away for any length of time. The company also expect all tenders to have a stern line available so that they can be rafted up in bad weather.

19 HEALTH, SAFETY AND THE ENVIRONMENT.

Attention is drawn to the Company's boatyard safety instructions, as amended from time to time. The company shall supply the owner with a copy of the instructions current at the time of application for a licence. Any amendments shall be displayed on the company's public notice board or other prominent place at the company's premises and further copies shall be available on request. The owner, his regular crew, member of his family and/or any person or company carrying out work on the vessel, with the permission of the company, must comply with the company's safety instructions.

Owners are to ensure that any tools and equipment used comply with current health and safety regulations.

The owner, his crew, members of his family and any person carrying out work on the vessel is responsible for reporting to the company all accidents involving injury to any person or damage to any public or private property that occur on the mooring or on the premises as soon as possible after they occur.

No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated on the moorings or premises so as to cause any nuisance or annoyance to any other users 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 anyone.** Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance. Engines are not to be started in any under cover storage area without prior permission and the appropriate venting apparatus in place.

No refuse shall be thrown overboard or left on the pontoons or car parks or on any other part of the premises, or disposed of in any way other than in the receptacles provided by the company.

The company provides recycling bins on the premises and would appreciate if rubbish could be separated accordingly. A charge will be made if the area around a boat is left untidy.

All scrapings, antifouling paint and tins must be placed in the container provided in the boatyard next to the toilet block.

Spent oil should be placed in the area designated in the boatyard in closed containers.

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