

Definitions:

Where the following words appear in these Conditions they shall have these meanings:-

Company shall mean Poole Quay Boat Haven, Port of Poole Marina and Poole Harbour Commission

Haven shall mean all the land and water adjacent thereto including docks, jetties, pontoons, finger pontoons and quays known as Poole Quay Boat Haven, Poole, Dorset.

Marina shall mean the land and water within the perimeter including docks, jetties, pontoons, finger pontoons, quays, docks and slipways known as Port of Poole Marina, Poole, Dorset.

Manager shall mean the Manager for the time being of the Haven/Marina.

Staff means staff employed by the Company at the Haven/Marina.

Premises means all the land, adjacent water and buildings occupied by or under the control of the Commissioners at the Haven/Marina, including docks, slipways, Pontoons, jetties, quays, piers, sheds, workshops, and hard-standing.

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

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

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

Berth means the space on water or land from time to time allocated to an Owner by the Manager for the Vessel.

Pontoon means a moored and decked floating structure providing landing or mooring facilities, including jet ski and RIB docks.

Long-term Lets means lets of 1 month or over in duration.

Annual Lets means lets of 12 months or over in duration.

General Conditions

1. All Berths must be vacated by 12 noon on the agreed day of departure.

2. No Owner has any right to any specific Berth. Owners can request a specific Berth but this is not guaranteed. Owners are not entitled to the exclusive use of any specific Berth and shall use such Berth as is allocated to them.

3. The Company will accept all incoming mail, providing it is clearly marked with the vessel's name, it will be kept in the office for a maximum of 21 days.

4. No dangerous, flammable, poisonous, obnoxious substance, spirit oil or fluid shall be brought into the Haven/Marina except in properly secured containers secured against leakage which must be placed in the area designated for such purpose.

5. Vessels should not be re-fuelled and fuel should not be transferred.

6. No oil, paint or other similar substance should be discharged into the waters.

7. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated so as to cause any nuisance or annoyance to any other users or to any person residing in the vicinity 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 as aforesaid. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance. Noise must be restricted after 23:00. The playing of loud/late night music is prohibited. Owners and other persons not adhering to this condition may be requested to leave by the Manager.

8. Cycling and skateboarding on the Pontoons is forbidden.

9. Swimming, diving, fishing and underwater cleaning or valeting of Vessels are all prohibited. Fishing with crab lines is permitted provided that any children so doing are properly supervised and no nuisance or obstruction is caused.

10. Open fires/stoves & barbecues are not permitted on Vessels or on Pontoons.

10.1. Fireworks, sparklers or any type of Pyrotechnic (including distress flares) should not be used or disposed of within the Haven/Marina.

11. Dogs must be kept on a leash and must not be allowed to foul or cause a nuisance. Owners are responsible for clearing up any fouling and disposing of it in an appropriate manner and not into the waters. Any Owners or other persons found allowing their dog/animal to foul will be fined.

12. Owners and other persons must not feed/encourage the local wildlife.

13. Trolleys are available for Owners' use. The trolleys must be used responsibly; no person is permitted to be carried in the trolley. The Company accepts no liability for any loss, injury or damage arising from its use.

14. Car parking is only available to berth holders and visitors currently occupying a berth at the Marina,

14.1. All Vehicles are parked at the Owner's risk. Parked Vehicles must be identified with the appropriate sticker and reference as issued by the Marina. Vehicles must be parked within the designated areas and not so as to cause an obstruction

15. Contractors working on Owners' vessels will be required to pay £5 per day per job while on the Boat Haven or Marina. They must undertake a risk assessment and provide the office with a copy of their insurance.

16. All Owners should ensure that their Vessel's name is clearly seen

17. Owners 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.

18. Children should wear suitable life jackets and must be supervised by a responsible adult at all times. Responsibility cannot be taken for accidents or incidents if children are unattended.

19. Owners of Vessels shall restrict their speed to four knots and must not use their sails within the Haven/Marina and shall conduct their Vessel in a responsible manner so as not to endanger other users' vessels or lives.

20. The Company cannot be held responsible for any noise, dust, disturbance or other inconvenience suffered as the result of maintenance work carried out within the Haven/Marina or on the Premises.

21. Boating equipment/dinghies/maintenance equipment or other boating parts or accessories must be stored onboard Vessels and should not be left on the Pontoons. Boat tenders/dinghies/rafts etc. should also be stored onboard Vessels unless provision has been made for a separate Berth, in which case there will be an additional charge for the mooring thereof. Tenders must have the boat name clearly visible on them.

22. Lavatory / Shower systems onboard Vessels without holding tanks should not be used whilst in the Haven or Marina. Showers and toilets are provided.

23. Holding tanks are not to be discharged whilst the vessel is within the Haven or marina. Pump-out facilities are provided by the Company at the Haven.

24. Owners are responsible for reporting to the Manager all accidents involving injury to any person or damage to any public or private property that occur in the Haven/Marina as soon as possible after they occur.

25. Owners accept full responsibility for the sea worthiness of their Vessel and any damage caused by the Vessel's fittings and or equipment. Owners may themselves be liable for any loss or damage caused by them, their crew or their Vessels.

25.1. The Company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as 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, gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Haven, Marina or the Premises and/or using any facilities or equipment.

25.2. The Company shall take all reasonable steps to maintain security within the Boat Haven and Marina, and to maintain the facilities 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, 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.

25.3. 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, to claim a salvage reward.

25.4 The Company may request the Owner to obtain a report prepared by a qualified professional surveyor (at the Owner's expense) to satisfy the Company that the Boat is capable of self-propelled movement, is structurally sound and poses no threat to safety or safe navigation within the Boat Haven or Marina. Any such request will be in writing and will give

reasonable notice to the Owner. If the Owner then fails to obtain such a report the Company may engage a professional surveyor itself to prepare the report, and any costs incurred in this will be recharged to the Owner.

26. No work shall be done on the Vessel, gear, equipment or other goods without the Manager's prior consent other than minor running repairs or minor maintenance of a routine nature by the Owner, 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. The Manager reserves the right to refuse to allow any contractors whom he deems unsuitable for whatever reason to enter the Haven/Marina to undertake any work.

27. Owners shall be obliged to maintain adequate insurance including third party liability cover for not less than £3,000,000, and, where appropriate, Employers' Liability cover to at least the statutory minimum and adequate salvage insurance. Owners must be able to produce such policies to the Manager upon demand.

28. Vessels must not be used for illegal purposes whilst within the Haven or Marina.

29. No commercial activities will be allowed in the Boat Haven/ Marina without the agreement of The Company. The sale of alcohol is prohibited without the prior agreement of the Company.

30. The Company reserve the right to terminate any agreement with immediate effect (refunding berth fees on a pro-rata basis) should they decide that the commercial activities of the berth holder are not compatible with the running of the Boat Haven / Marina. The decision of PHC in this matter will be final.

31. Owners, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and byelaws 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 Officer; there are criminal penalties for the breach of such restrictions, requirements and byelaws.

32. No refuse shall be thrown overboard or left on the Pontoons, or on any other part of the Premises, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Haven/Marina and the Premises. Owners, their guests and crew must take due care of all property and facilities belonging to the Company and a fine may be levied for damage to Company property.

33. Hazardous Waste, i.e. waste oil, paints, filters, batteries, aerosols and contaminated absorbent materials, must be disposed of in the correct receptacles at the Haven or Marina. Hazardous Waste must not be put in the refuse bins or discharged overboard.

Long-term and Annual Lets

In addition to the above Terms and Conditions the following conditions also apply to Long-Term and Annual Lets

34. The Manager has the right to charge for the full length of the Pontoon if an Owner requests a specific Berth and their Vessel's Length Overall is shorter than the requested Berth.

35. Owners should advise Staff when they are taking their Vessel out of the Haven/Marina for any duration of time and advise Staff of the expected return date.

35.1. The Manager reserves the right to let the Berth to a third party whenever a Vessel is absent from its allocated Berth whether during or prior to commencement of the period for which a Berth is let to the Owner without refunding the fee for the relevant period to the Owner or paying to the Owner any compensation in respect thereof.

35.2. If the Vessel is removed by the Owner during the term of the let then the Owner shall give the Staff not less than 72 hours' notice of the date the Vessel is to return to the Berth and in the event that such notice is not given then the Company shall be under no obligation to allocate the same Berth to the Vessel that it had prior to its departure.

36. If at all possible a spare key should be left in the office to enable Staff to gain access to the Vessel in case of emergency.

37.1. The Company shall have the right (without prejudice to any other rights in respect of breaches of these terms and conditions by the Owner) to terminate lets of Berths in the following manner in the event of any breach by the Owner of these terms and conditions or any failure to make payments due hereunder:

37.1.1. Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Haven/Marina and/or of customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time as specified in the notice. 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 affect 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 Haven/Marina immediately;

37.1.2. If the Owner fails to remove the Vessel on termination of the Let (whether under this Condition or otherwise), the Company shall be entitled:-

37.1.2.1. to charge the Owner at the daily rate for each day between termination of this Licence and the actual date of removal of the Vessel from the Haven; and/or

37.1.2.2. at the Owner's 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 Haven/Marina and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative berthing fees.

37.1.3. Any notice of termination shall be served personally on the Owner or sent by registered post or recorded delivery service to the Owner's last known address.

38.1. The Let is personal to the Owner and relates to the Vessel. It may not be transferred or assigned to a new Owner or to a different vessel, either temporarily or permanently, without the express prior written consent of the Company.

38.2. Within seven days of any agreement for the sale, transfer or mortgage of a Vessel subject to these terms and conditions the Owner shall notify the Company in writing of the name, address and telephone numbers of the Purchaser

or Mortgagee, as the case may be.

39. Owners allowing their Vessels to be worked on or used by other persons should give written permission which should be left with Staff for the release of keys to ensure that keys etc. are not handed out to persons without permission to board Vessels.

40.1. Berths at the Haven/Marina shall be licensed for the periods and at the rates of charge from time to time published by the Company and in force at the commencement of these terms and conditions. Details of the charges applicable to the Berth at the beginning of the Let will be given to each Owner at the time that the Let commences.

40.2. The Let shall not be automatically renewed but will end at the conclusion of the period agreed if not terminated sooner by the Company under the provisions of Condition 37.1. Any Vessels remaining after the date for which payment has been made will thereafter be charged at the full daily rate.

40.3. Payment for the use of the Berth must be made strictly in accordance with the arrangements set out on the attached booking form and if the instalment option is taken and any instalment due is not received by the Company within seven days of the due date of payment then the full fee for the Berth for the period let shall become due and payable with interest accruing on such monies from the date they become due to the date of payment at 5% above the base rate of National Westminster Bank Plc. from time to time in force.

40.4. The fees payable to the Company for a Berth as provided for in the attached booking form are non-refundable whether or not the Owner sells or removes the Vessel at any time during the period a Berth is let to the Owner and if the instalment payment option is taken by the Owner then all 10 monthly instalments remain due and payable notwithstanding the subsequent sale or removal of the Vessel and shall be recoverable forthwith by action as a debt due from the Owner to the Company.

41. Owners may use their Vessels for residential purposes during Long Term and Annual Lets but only with the prior consent of the Manager, whose consent may be given subject to such conditions as she may specify.