



## UNDERFALL BOATYARD TERMS OF BUSINESS

All customers, tenants and persons working in areas under the control of the Underfall Yard Trust, and all boats within the yard or at the adjacent quaysides are subject to the following terms and conditions

1. The Trust, and the Trust's employees, accept no responsibility for loss, damage or delay arising from any cause, unless such loss resulted from negligence or deliberate act. Subject to that exception, all vessels are at the risk of the Customer. Customers should therefore ensure that their vessels, contents, other property and tools are adequately insured against all risks.
2. Customers are required to be insured to a value of £2,000,000 against Third Party risks, as they may be liable for damage to other vessels, other persons and property whilst at the premises. Evidence of this insurance will be requested prior to any vessel being lifted, stored or brought alongside the yard.
3. No vessel may be stored or moored without a berthing or storage request being made.
4. Subject to express agreement otherwise, any date quoted for availability of boat space, slipping, lifting or workshop facilities is given in good faith and to the best available information, but is not guaranteed.
5. In the interests of safety and efficient use of yard space, the Trust reserves the right to move any vessel and/or gear at our discretion, but after consultation with the Customer when possible.
6. All persons using any part of our premises and/or facilities for whatever purpose do so at their own risk.
7. Customers and all persons using the premises are to carry out their operations with due regard to the safety of themselves and other yard users. In particular: -
  - a) All current and applicable statutory Health and Safety requirements shall be adhered to.
  - b) All vessels, trailers and gear must be clearly identified.
  - c) If Trust staff are required to intervene in the interests of the safety of the vessel, for example, but not limited to, pumping out, securing the vessel, replacing lines or fenders, a fee may be raised at the discretion of the Trust for any additional works. This does not diminish the Customer's responsibility to look after their own vessels.
  - d) Rubbish, scrap and accumulations of flammable material are to be cleared away regularly and when so requested by the yard management.
  - e) All hazardous waste, including paint tins are to be disposed of off site by Customers and slipway users according to regulations.
  - f) When vessels leave, the site must be left clean and tidy and all trailers and cradles will be removed. The slipway must be left as found, all rubbish must be disposed of before leaving the slip. A charge of £15 per hour for cleaning services will be made at the discretion of the Trust.
  - g) No Noisy work to be carried out before 0700 and after 1800 hours, or on Sundays and Bank Holidays.
8. Vessels may only be brought alongside the yard fitting out berth and quays by prior agreement with the Trust's representative. Customer's wishing to bring a vessel to the fitting out berth are to inform the Harbourmaster's office before entering the restricted area in front of the harbour sluices. When the warning lights on the sluice house are flashing, vessels may only access the restricted area under supervision by the Harbourmaster's staff.
9. Customers have no rights of car parking on the yard. Users are requested to on no account obstruct a zone within 3.5 metres of the quay walls, this is to be left clear for general and emergency access.

10. Customers wishing to slip vessels into the water must ensure that the vessel to be slipped is in a sound and watertight condition. Where a vessel is considered at the discretion of the Trust to be in poor condition, the Trust reserves the right to refuse permission to slip. The Customer is referred to the Trust's Policy for dealing with vessels considered to be in a poor condition, the details of which are deemed to be incorporated into these Terms of Business.
- a) Any Customer who contravenes the condition in 10 above and slips an unsafe vessel does so at their own risk, and may contravene local by-laws. Such matters will be reported by the Trust to the Harbour Master. Where the Trust incurs any expenses or losses whatsoever because of the unauthorised slippage of an unsafe vessel and/or the Harbour Master or other authority preventing the vessel being launched, for example, but not limited to, recovery costs, scrappage costs, lost bookings etc will be recovered from the Customer.
11. For use of the slipway, 50% of the charge is payable before a booking can be confirmed and 50% on arrival. Payment of the 50% deposit confirms acceptance of Underfall Yard Terms of Business. Our terms of payment are 7 days from date of invoice or prior to the removal of the vessel if this is sooner.
12. Any vessel that is unfit to launch for any reason and requires an extended stay on the slipway, beyond that which had been booked, will pay double the day rate for each additional day for the first 10 additional days, triple the day rate thereafter, unless an arrangement and alternative day rate has been agreed in writing, in advance with the Yard Director.
13. Subject to any agreement to the contrary, we have a right of lien upon any vessel, gear or tools on our premises until any monies due to us shall be paid. Acceptance by us of any goods or vessel for storage is subject to the provisions of the Torts (Interference with Goods) Act 1977, which confers on us the right of sale if our invoices should remain unpaid. Such sale shall not take place until we have given notice to the owner in accordance with the Act.
14. If a boat is sold, all outstanding fees will remain the responsibility of the Customer.
15. If at any time any fees or facility fees payable to the Trust by the Customer shall be three months or more in arrears, the Trust shall be entitled to:
- a) Move the boat, trailer and any gear and tools, to any other part of the premises without being liable for any loss or damage to the boat howsoever caused.
- b) Upon giving one **month's notice** in writing to the Customer at the last known address, to sell the boat and/ or all trailers and gear and tools left (if applicable) and to deduct any monies due to the Trust, including any associated administration costs, from the net proceeds of sale before accounting for the balance (if any) to the Customer. Where the monies raised from sale of the boat are insufficient to cover the fees due to the Trust, the Trust will pursue the Customer for the balance due. Any arrears will be deemed to be a debt owing to the Trust by the Customer.
- c) Where in the opinion of the Trust any vessel cannot be sold, it may be disposed of in any manner the Trust considers fit and the expenses together with the unpaid fees due will be recovered from the Customer. Any arrears will be deemed to be a debt owing to the Trust by the Customer.
- d) The Trust shall at all times have a lien over the Customer's vessel, trailer and tools moored on the premises in respect to all monies due to the Trust. Where a Customer is in arrears by at least 6 months, the Trust may in any event take possession of the Customer's vessel, trailer and any gear or tools left with it.
16. Subject to express agreement to the contrary, all agreements with Customers are made on the understanding that these Terms of Business apply to each transaction.
17. This agreement shall not confer a right of exclusive possession or occupation of any part of the yard and nothing in this agreement shall be construed as creating a legal demise.
18. Yard customers may use any contractor or sub-contractor of the owner's choice to carry out work to boats at the yard, subject to the approval of each and every contractor or sub-contractor by the Yard Manager, who will require adequate proof of appropriate insurance cover and competence to carry out the proposed work.