

# PLYMOUTH FISHERIES TARIFFS

1st April 2019 - 31st March 2020

## Shepherds Wharf Non-Commercial Fishing Mooring Charges

Pontoon finger	Vessel length Including all projections	Annual 01/04/19 to 31/03/20
4.5m	up to 6.0m	£1171.00
6.0m	6.0m to 7.5m	£1562.00
7.5m	7.5m to 9.5m	£1953.00
10.5m	10.5m to 13.5m	£2802.00

Vessels with an overall length greater than the finger will be charged an additional £260 per metre

## Shepherds Wharf Commercial Fishing Mooring Charges

Applicable only to commercial fishing vessels with proof of more than £19,000 gross landings into Sutton Harbour and who's landing dues for the previous year have been paid to Sutton Harbour in full.

Pontoon finger	Vessel length	Annual 01/04/18 to 31/03/19	Overnight berth ( must be approved by the Harbour Master in advance of any occupation)
4.5m	up to 6.0m	£703.00	£25.00+key deposit of £15
6.0m	6.0m to 7.5m	£937.00	£30.00+key deposit of £15
7.5m	7.5m to 9.5m	£1172.00	£35.00+key deposit of £15
10.5m	10.5m to 13.5m	£1604.00	£40.00 +key deposit of £15

Vessels with an overall length greater than the finger will be charged an additional £156 per metre

## Quay Wall Mooring Charges - Commercial ONLY (space permitting)

Annual 1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2020 £14.60/ft.  
Applicable only to commercial fishing vessels with proof of more than £19,000 gross landings into Sutton Harbour and whose landing dues for the previous year have been paid to Sutton Harbour in full.

Annual 1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2020 £32.25./ft.

£703.00	£25.00 + key deposit
£ 937.00	£30.00 + key deposit
£1172.00	£35.00 + key deposit

Other vessels landing less than £19,000 into Sutton Harbour and whose landing dues for the previous year have been paid to Sutton Harbour in full.

## Additional Charges for Commercial Vessels

Vessels landing fish crabs or scallops into Sutton Harbour and not paying the annual mooring charge.

- (i) For the first 48hours after landing there is no charge.
- (ii) After 48hours and for each 24 hours vessels15mts and under £15 per night over 15metres £20.00 per night.

**Fishing Vessels not paying an annual mooring fee and are laid up or being offered for sale and only by prior approval of the Harbour Master**

- (i) Up to 20 metres LOA £60 per week
- (ii) 20 -30 metres LOA £80 per week
- (iii) Over 30 metres LOA £200 per week
- (iv) Vessels not paying an annual mooring fee and undergoing re-fits or engine repairs, only with the permission of the harbour master will be charged at twice the above rate.

Mooring charges for visiting commercial vessels and vessels not engaged in commercial fishing, conditional on the availability of a suitable berth.

- (i) Up to 15metres LOA £45.00 per night
- (ii) 15-25 metres LOA £55.00 per night
- (iii) Over 25metresLOA £80.00 per night

## **Landing Dues**

- (i) All fish, crabs and shellfish landed in Sutton Harbour. 2.5% of the gross value.
- (ii) All fish, crabs and shellfish transported by road for sale by auction at Plymouth Fisheries. 1.5% of the gross value.

*It remains the responsibility of the vessel owner and **not** their agent to declare the value of the fish landed for sale and to make the appropriate payment. Failure to pay the correct landing dues could result in the vessel concerned being arrested under Sutton Harbours statutory harbour powers.*

## **Hire of hydraulic quayside crane and operator (by prior arrangement)**

Per lift or for every half hour period £38.00 or at the Harbour Masters discretion.

## **Use of fork lift truck and driver (when available)**

£38.00 per half hour period or at the Harbour Masters discretion.

£10.00 for less than half an hour or to pull warps or trawls for vessels.

## **Disposal Charges**

Removal and disposal of large items of rubbish or fishing gear will be charged at cost plus 20%. Any equipment which is not clearly labelled marked with the vessel name or in sacks or left on the quays or fisheries complex without the permission of the Harbour Master will be disposed of without notice.

## **Moving of incorrectly moored vessels**

All costs to move vessels which have been incorrectly moored or moored against the directions of the Harbour Master will be charged to the vessel owner with the addition of a 10% administration fee.

## Vessels obstructing the ice plant

Vessels obstructing the ice plant will incur a £500 penalty charge.

## Additional Information

- Length of vessel refers to overall length including any projections.
- Fishing vessels spending more than 90 days working from Sutton harbour in any one annual mooring charging period will be subject to annual mooring fees if they have not previously been charged the applicable day rate for mooring.
- VAT will be charged at the appropriate rate where applicable.
- Compounded charges are consolidated into an annual charge at the discretion of the Sutton Harbour Company.

## MOORING TERMS AND CONDITIONS

(Applicable to Shepherds Wharf and all Quay wall mooring areas)

All Licence holders are obliged to comply with these Standard Terms and Conditions ("**Conditions**"). By signing a Licence you, as the legal owner of Your Vessel, agree to be bound by these Conditions. Where Your Vessel is owned by more than one Person, you confirm that you are authorised by all owners to enter into a Licence on their behalf. If you breach the terms of your Licence and/or these Conditions all owners of Your Vessel may be held jointly and severally liable.

### 1 DEFINITIONS

1.1 Where the following words appear in these Conditions and your Licence they shall have these meanings:-

- (a) "Berth" shall mean the space on water in the harbour from time to time allocated by the Company for a Vessel during the term of its Licence.
- (b) "Berthing Fee" shall mean the fee payable for a Berth in accordance with clause 7.
- (c) "Byelaws" shall mean any byelaws affecting the Company or the Harbour.
- (d) "Company" shall mean Sutton Harbour Company, (company number ZC000187), whose registered office is at Tin Quay House, North Quay, Sutton Harbour, Plymouth, Devon, PL4 0RA, its staff or any of its agents to whom the application for berthing is made which may be one or more of its associated companies.
- (e) "Harbour Dues" shall mean the fees payable for using a harbour which are imposed by the Company as the harbour master under the Harbours Act 1964.
- (f) "Licence" shall mean a licence for a Berth granted by the Company which incorporates these Conditions.
- (g) "Harbour" shall mean all the property, land and water occupied by or under the control of the Company including but not limited to the pontoons, docks, slipways, jetties, quays, piers, workshops, stores, pathways, hardstanding, roadways and car parks
- (h) "Person" shall mean any person, firm, company or other legal entity.
- (i) "Price List" shall mean the list of fees charged by the Company for use of the Harbour which shall be available from the Company on request.
- (j) "Utility Services" shall mean services for electricity or water provided by the Company to Users of the harbour for use on their Vessel.
- (k) "Vehicle" shall mean any vehicle, other than a Vessel.
- (l) "Vessel" shall mean any form of craft, boat, ship, yacht, dinghy, multihull or other marine structure or its gear and equipment.
- (m) "Your Vessel" shall mean the Vessel which is in your care and control and is identified in your Licence.
- (n) "User" shall mean any person other than you entering or using the harbour for any purpose.
- 1.2 Please note that use of the harbour is subject to the legal requirements set out in the Byelaws.
- 1.3 You understand and agree to leave the harbour at the request of the Company if you fail to observe the Conditions.
- 1.4 The headings in these Conditions shall not affect their interpretation.

1.5 Any reference in these Conditions to 'written' or 'in writing' includes emails.

## 2 THE LICENCE

2.1 A Licence for Your Vessel may be granted to you at the sole discretion of the Company.

2.2 A Licence for your Vessel confers on you no security of tenure of a Berth.

2.3 Your Licence shall not be automatically renewed and will end at the conclusion of the period specified in your Licence if not terminated sooner by you or the Company in accordance with these Conditions.

2.4 Your Licence is personal to you and relates only to Your Vessel described in your Licence. 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 under the provisions of Clause 8.

2.5 Any change to your Licence must be agreed in advance by you and the Company in writing. No warranty, condition, description, term or representation is given or to be implied by anything said or written in such negotiations prior to the changes being recorded in writing.

2.6 If you have any queries about your Licence or these Conditions you may contact us by post at the following address, Tin Quay house, Sutton Harbour, Plymouth, Devon, PL4 0RA, by telephone on 01752 204816 or by email to p.bromley@sutton-harbour.co.uk.

## 3 BERTH ALLOCATION

3.1 The physical layout of the harbour and the varying needs and obligations of the Company and its customers requires the Company to retain absolute control of Berth allocation within the harbour. Accordingly you shall not be entitled to the exclusive use of any particular Berth but shall use such Berth as is from time to time allocated to you by the Company.

3.2 The Company may have the use of the Berth allocated to you when you leave it vacant.

## 4 MEASUREMENT OF VESSELS

4.1 Vessel length is the overall length of the space occupied by a Vessel including any fore and aft projections, temporary or permanent. This includes all davits, bowsprits, bumpkins, boarding ladders, sterndrives, tenders, outdrives, outboards, rudders, anchors, pulpits and pushpits and any other extension.

4.2 The Company reserves the right at any time to measure Your Vessel and to charge you additional fees if the length of Your Vessel is greater than that notified by you to the Company.

## 5 CONDITION OF YOUR VESSEL

5.1 You shall ensure that Your Vessel remains in a seaworthy and clean condition at all times whilst it is in the harbour. Your Vessel must have an operational engine and must be able to navigate and steer under its own power and there must be no contaminants in the bilges which can enter the water through the use of automatic bilge pumping systems

## 6 ADDRESS DETAILS AND SUBSEQUENT CHANGE OF DETAILS

6.1 You must supply to the Company in writing, details of your home address. You must produce evidence to the Company of such home address within ten days of a request to do so. Acceptable proof of home address includes;

- (a) current UK driving licence
- (b) recent bank or building society statement
- (c) recent utility invoice (gas, electricity, water or telephone)
- (d) current council tax bill
- (e) house or motor insurance certification

6.2 You must notify the Company in writing of the details of any change of name of Your Vessel or any change of your address, telephone number or email address.

6.3 The Company will use the personal information you provide to comply with its obligations under these Conditions. Your information will not be provided to any third party, except to credit reference agencies where the Company agrees to extend credit to you

## 7 PAYMENT

7.1 The Company shall provide a copy of the Price List in force on the date you enquire about a Licence. Such Price List shall determine the Berthing Fee payable by you.

7.2 As consideration for the use of a Berth in the harbour, you shall pay the Company the Berthing Fee. The value of the Berthing Fee shall be determined by the length of Your Vessel (as determined in accordance with clause 4) which you must confirm to us before signature of your Licence.

7.3 If you think an invoice is incorrect you should contact the Company promptly. The mooring will not become valid until the licence is signed and returned to us.

7.4 You must pay the Berthing Fee to the Company prior to Your Vessel entering the harbour unless otherwise agreed with the Company.

7.5 Charges for Utility Services shall be payable separately in accordance with clauses 19 and 20.



7.6 If you fail to make payments when due the provisions of clause 9 will apply.

## **8 TRANSFER OF OWNERSHIP**

8.1 Your Licence may be transferred to a new owner of the Vessel subject to the Company's prior written approval subject to the new owner providing adequate policies of insurance in accordance with these Conditions.

8.2 Within ten days of any agreement for the sale or transfer of Your Vessel subject to your Licence you shall notify the Company in writing of the name, address and telephone numbers of the purchaser or transferee, as the case may be.

8.3 Following such notice the Company shall prepare an account of all sums owed by you in respect of services or facilities used up to the date of transfer.

8.4 All issued keys, passes and permits must be returned to the Company.

## **9 CONSEQUENCES OF FAILURE TO PAY BY THE DUE DATE**

9.1 Where the Company accepts a Vessel, vehicle, gear, equipment or other goods or property storage for berthing at the Marina the Company does so subject to the provisions of the Torts (Interference with Goods) Act 1977 ("Act"). The Act confers a right of sale on the Company in circumstances where you fail to collect or accept re-delivery of your goods (which includes a Vessel, Vehicle and or any other property). Such sale will not take place until the Company has given notice to you in accordance with the Act. For the purpose of the Act it is recorded that:

(a) your Licence is granted to you by the Company on the basis that you own Your Vessel, any vehicle and all other property brought into the harbour by you and you will arrange for collection of your Vessel, Vehicle and any other property brought into the harbour at the end of your Licence;

(b) The Company's obligation as custodian ends on its notice to you of termination or expiry of your Licence;

9.2 If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

(a) terminate your Licence;

(b) deny you access to Your Vessel or Vehicle in the harbour

(c) appropriate any payment made by you for Utility Services or any other services supplied by the Company as the Company may think fit; and

(d) charge you interest (both before and after any judgement) on the amount unpaid, at the rate of 2% per month (or part of a month) compounded monthly until payment in full is made.

9.3 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 Your Vessel through the courts and its eventual sale by the court. This right of arrest and sale may continue to exist against Your Vessel after a change of ownership. Sale of Your Vessel may also occur through the ordinary enforcement of a judgement debt against you as the owner of Your Vessel.

9.4 The Company reserves a general right to exercise a general lien to detain and hold onto Your Vessel, Vehicle or other property pending payment by you of any sums due to the Company. If your Licence is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge you at the Company's twenty-four hours rate for overnight visitors for each day between termination or expiry of your Licence and the actual date of payment (or provision of security) by you and removal of Your Vessel from the Harbour. You shall at any time be entitled to remove Your Vessel or other property upon providing proper 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.

## 10 **TERMINATION BY COMPANY**

10.1 The Company may terminate your Licence at any time on giving you one month's prior written notice.

10.2 The Company shall have also the right to terminate your Licence in accordance with clause 10.3 in the event of any breach by you of your Licence or these Conditions.

10.3 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 you specifying the breach and requiring you to 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 you fail to remedy the breach within the time specified in notice from the Company, or if the breach is not capable of remedy, the Company may serve a further notice on you terminating your Licence and requiring you to remove Your Vessel from the Harbour immediately.

10.4 If you fail to remove Your Vessel on termination of your Licence, whether under this clause or otherwise, the Company shall be entitled:-

(a) to charge you at the Company's twenty-four Hour rate for overnight visitors (as set out in the Price List) for each day between the effective date of termination of your Licence and the actual date of removal of Your Vessel from the harbour; and/or

(b) at your risk to remove Your Vessel from the mooring and thereupon secure it elsewhere and charge you for all costs reasonably arising out of such removal including alternative Berthing Fees.

10.5 Any notice of termination shall be served on you personally or sent by registered post or recorded delivery service to your last known address and if you are a company at your principal place of business or registered office.

## 11 **TERMINATION BY YOU**

11.1 You may terminate your Licence at any time by giving the Company one months' prior written notice.

11.2 Following receipt of your notice of termination and upon departure of Your Vessel from the Harbour the Company shall prepare an account of:-

- (a) all sums owed by you in respect of Utility Services, other services or facilities used up to the date of departure of Your Vessel from the harbour, and
- (b) the charge that would have been payable by you to the Company in respect of your Licence if the original term of your Licence had ended on the date of termination specified in your notice of termination served in accordance with clause 11.1 or the date of departure of Your Vessel from the harbour, whichever is later.
- (c) A termination charge equal to three months of your annual Berthing Fee, less
- (d) The sum actually paid by you to the Company in respect of your Licence.

11.3 Where the balance is in favour of the Company you must pay the balance by the date specified on the relevant invoice from the Company setting out the charges payable in accordance with clause 11.2. Where the balance is in favour of you the Company shall pay the balance to you shortly after the departure of Your Vessel from the harbour.

## 12 **INSURANCE**

12.1 You will be liable for any loss or damage caused by you, your crew or Your Vessel.

12.2 You will maintain at all times from the commencement of your Licence until termination or expiry of your Licence the following minimum insurance cover:

- (a) third party liability insurance in respect of you, Your Vessel, your Vehicles, crew, agents, visitors and contractors of not less than £3,000,000 in respect of any one claim, including sufficient cover against wreck removal, salvage and wreck removal claims; and
- (b) where appropriate, Employers' Liability cover to at least the statutory minimum.

12.3 You shall produce evidence to the Company of such insurance within ten days of being requested to do so by the Company and shall maintain and operate Your Vessel strictly in accordance with the requirements of any such policies.

12.4 If the Company reasonably considers any insurance inadequate having regard to the size and type of Your Vessel it may require you to increase such insurance forthwith or to remove Your Vessel from the Harbour.

12.5 You shall not do or permit anything to be done in the harbour whereby any policy of insurance taken out or maintained by the Company against any damage to the harbour may be invalidated or rendered void or voidable or whereby the rate of premium thereon may be increased.

12.6 You are responsible for ensuring that every Person carrying out any works to Your Vessel is adequately insured and you shall indemnify the Company against any claim or damage suffered directly or indirectly by the Company arising out of the carrying out of such work or any shortfall in the adequacy of such insurance.

### 13 **LIMITATION OF LIABILITY AND INDEMNITY**

13.1 Subject to clause 13.2, the Company shall not be liable whether in tort, contract or otherwise for any loss, theft or damage suffered by you, Your Vessel or your gear, equipment or other goods or property left with the Company for work or storage, including loss or damage caused by the unlawful discharge into the Harbour of oil or any other pollutants from Vessels, storm water drainage outlets and all other sources not under the direct control of the Company and harm to Persons entering the Harbour and/or using any facilities or equipment.

13.2 The Company shall remain liable for any loss, theft or damage suffered by you or Your Vessel to the extent that such loss, theft or damage was caused by the Company's negligence or breach of these Conditions.

13.3 The Company shall take reasonable and proportionate steps having regard to the nature and scale of its business to maintain security within the harbour and to maintain the facilities and equipment at the harbour in reasonably good working order. In the absence of any negligence or other breach of duty on the part of the Company, Vessels, gear, equipment and other goods or property are left with the Company at your risk and you should ensure your own personal and property insurance adequately covers such risks.

13.4 In no circumstances (save for death or personal injury caused by the Company's negligence) shall the Company be liable, in contract, tort (including negligence and breach of statutory duty) or otherwise, and whatever the cause thereof, for any increased costs or expenses, for any loss of profit, business, contracts, revenues or anticipated savings, or for any special, indirect or consequential loss of any nature whatsoever suffered or incurred by any Person.

13.5 The Company cannot accept liability for any loss, damage or delay arising from the non-operation of the lock gates or swing bridge at the entrance to the harbour, save insofar as this is caused by negligence on the part of the Company or its employees.

13.6 The Company shall not be under any duty to salvage or preserve Your Vessel or other property from the consequences of any defect to Your Vessel or property. Similarly the Company shall not be under any duty to salvage or preserve Your Vessel or other property from the consequences of an accident which has not been caused by the Company's negligence or some other breach of duty on its part. 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 the Company shall be entitled to charge you on a normal commercial charging basis and where appropriate, to claim a salvage reward.

13.7 You shall indemnify and keep the Company indemnified from and against all actions, proceedings, claims, demands, costs, expenses, losses and liabilities occasioned by or arising from:

(a) a breach by you, your crew, agents, visitors, contractors or employees of any of these Conditions or

(b) damage or injury suffered by any person or property in the harbour caused by any act, negligence, default, neglect or omission of you, your crew, agents, visitors, contractors or employees.

## 14 **VESSEL MOORING AND MOVEMENTS**

14.1 The Company reserves the right to moor, berth, move, board, enter or carry out emergency work on Your Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the harbour and (except to the extent that such right arises from the negligence of the Company or those for whom the Company is responsible or the Company's own purposes) you shall pay the Company's reasonable costs for such actions.

14.2 Berths, mooring, and navigation within the harbour and the parking and movement of Vehicles in the harbour shall at all times be subject to Conditions, regulations, bye-laws and other requirements administered by the Company and other competent authorities, and you shall, at all times, observe and comply with them.

14.3 Your Vessel shall be berthed or moored in such a manner and position as the Company may require and you shall provide adequate warps and fenders for Your Vessel. You are responsible for ensuring that all such warps and fenders are replaced, maintained and adjusted as necessary. No fenders shall be permanently attached to the sides of the pontoons without the Company's prior consent which shall not be unreasonably withheld.

14.4 Your Vessel shall not be anchored in the harbour nor moored in such a way as to cause an obstruction to the Company or any other User.

14.5 Your Vessel shall only be moored to bollards and equipment designated for such purpose and in such a manner and within Berths or such other positions as the Company may reasonably require. You shall ensure that Your Vessel is propelled by machinery within the harbour and under no circumstances is to be propelled by sail or by oar.

14.6 Your Vessel, when entering, leaving or manoeuvring in the harbour shall not be navigated at such a speed or in such manner as to endanger or inconvenience or cause nuisance to owners of other Vessels in the harbour.

14.7 You are responsible for checking at all relevant times that there is sufficient water for access to and egress from the harbour for Your Vessel.

**HEALTH & SAFETY AND ENVIRONMENTAL**

15.1 Attention is drawn to the Company's relevant Health, Safety and Environmental Policies, as amended from time to time. These shall be displayed on the Company's public notice board at the Marina, Harbour Office or in another prominent place, such as the Company's website. You, your crew, members of family, agents, contractors, employees, visitors and/or person or company carrying out work on Your Vessel, with the permission of the Company, must comply with such policies.

15.2 You are responsible for reporting to the Company all accidents involving injury to any Person or damage to any public or private property that occurs in the harbour as soon as possible after the occurrence.

15.3 You shall promptly report to the Company all damage done to any structure or to any plant, machinery or equipment situated in the harbour, by Your Vessel or Vehicle or any damage done by Your Vessel or Vehicle to any other Vessel.

15.4 Any animals must be kept under control and dogs must be kept on leads at all times when not on Your Vessel or in a Vehicle. You shall ensure that any fouling of the harbour by your animals is cleared up and not disposed of on or into the harbour basin. No animals, except from guide dogs or other such assistance dogs, will be permitted to enter the harbour amenity facilities, fishmarket or offices.

15.5 You shall comply with such steps as may reasonably be required from time to time by the Company to ensure the safe and hygienic operation of the harbour.

15.6 All necessary precautions to prevent the outbreak of fire in or upon Your Vessel shall be taken you shall observe any statutory or local regulations relevant to fire prevention. You shall provide and maintain on Your Vessel 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 Your Vessel, in good working order and kept ready for immediate use in case of fire.

15.7 No dangerous, flammable, poisonous or noxious substance, spirit, oil or fluid shall be brought into the harbour other than such substances normally used in connection with Vessels which shall be kept in properly secured containers staunch against leakage and all Byelaws and statutory rules and regulations with regard thereto shall be strictly observed.

15.8 You shall comply with all requests of the Company which in the reasonable opinion of the Company contribute towards the safe and efficient running of the harbour.

15.9 Diving, bathing or fishing in the waters of the harbour is not permitted.

**NUISANCE**

16.1 You undertake that you will not use or operate any noisy or noxious engines, radios or other apparatus or machinery within the harbour so as to cause any nuisance, annoyance, damage or inconvenience to the Company or any other Users or to any Person residing at or near to the harbour. You undertake on behalf of you, your guests and all Persons

using Your Vessel that they shall not behave in such a way as to cause and nuisance, annoyance, damage or inconvenience by excessive noise or inappropriate conduct. .

16.2 You shall not cause or permit any obstruction to be caused on any of the access roads, pontoons, passageways or car parks of the harbour.

16.3 The Company reserves the right to enter and/or remove, by force if necessary, Your Vessel or your Vehicle within the harbour in order to prevent or stop a nuisance without any responsibility for loss or damage and to charge you for the cost thereof.

## 17 **DISPOSAL OF REFUSE**

17.1 You shall not throw or permit any refuse to fall overboard or be left on the pontoons, jetties or car parks or to be disposed of on or into the harbour in any way other than in the receptacles provided by the Company or by removal from the Company's premises.

17.2 No hazardous waste including but not limited to dirty bilge water, oil, petrol, diesel, tar, paint, batteries, or other noxious or deleterious substance or material shall be discharged on or into the harbour other than in receptacles provided for the specific purpose or by removal of such items from the harbour.

17.3 You shall not discharge sewage, black water, chemical, sea toilet or any other toilet within the harbour. Such discharge may result in the termination by the Company of your Licence and your ejection from the harbour.

## 18 **REFUELLING**

18.1 You shall refuel only at the designated fuelling berths provided by the Company and must vacate the fuelling berth when fuelling operation is completed. Where fuel is required to be transferred in portable containers, the Company reserves the right to refuse the use of any containers deemed unfit for the purpose.

## 19 **SUPPLY OF WATER**

19.1 The Company may provide Your Vessel whilst at a Berth with a water supply which must only be used in respect of Your Vessel. You shall not tamper with or damage the water stanchion in any way. If you damage the water stanchion through your neglect or fault, the Company has the right to charge you for the Company's reasonable costs to repair or replace the water stanchion.

19.2 Water hoses extended away from the Quay to undertake the cleaning of Vehicles, or for any other reason, is strictly prohibited and will be subject to a £50 penalty fine.

## 20 **SUPPLY OF ELECTRICITY**

20.1 The Company may provide Your Vessel with an electrical socket. You shall supply your own lead and shall ensure that such lead is used in a safe and secure manner. In the event of the socket being tampered with or damaged the Company reserves the right to charge to you

the full daily cost of supplying electricity together with the cost of repairing and re-testing the electrical socket. The Company accepts no liability for misuse of electrical leads, sockets or adaptors.

20.2 The Company may provide you with an electrical meter for use with Your Vessel and you shall not tamper with or damage such meter in any way. If you damage the electrical meter through your neglect or fault (including the neglect or fault of any Person other than the Company), the Company has the right to charge you for the costs of a replacement meter.

20.3 It shall be assumed that Your Vessel is drawing power if your lead is connected to an electrical socket and/or the meter in respect of the Berth has recorded a change since the previous reading.

20.4 Due to the marine environment the reliability of a continuous electricity supply cannot be guaranteed. If you have equipment on board Your Vessel that requires a continuous supply, such as on board freezers, you should ensure that such items are covered under an appropriate insurance policy.

## 21 **COMMERCIAL USAGE**

21.1 No part of the harbour or any Vessel or Vehicle while situated therein or thereon shall be used by you for the provision of accommodation or for hire or charter or be advertised or permitted to be used for such purposes or for the purpose of time share except where you have sought and obtained prior written licence from the Company which it may, at its sole discretion, withhold.

## 22 **STORAGE**

22.1 No items of Your Vessel gear, cradles, fittings, equipment, supplies, stores or the like shall be left otherwise than upon Your Vessel and in particular not upon the pontoons or jetties or in the car parks within the harbour.

## 23 **CAR PARKING**

23.1 Vehicles using the Company's parking facilities must be able to fit within a single marked bay. No trailer, minibus, caravan (motor or trailer) or any other Vehicle adapted for sleeping may remain on any part of the Company's parking facility.

23.2 Vehicles using a parking facility must display a valid parking permit within the windscreen area of the vehicle at all times or you may receive a fine.

23.3 Any parking permit is issued to you and is non-transferable. Lost permits will only be replaced at the Company's discretion and there will be a charge of £25.00 for any replacement permit.

23.4 Vehicles are parked at your risk and the Company cannot accept responsibility for any loss or damage to either the Vehicle or its contents



23.5 Under no circumstances may any Vehicle be parked or left so as to obstruct the roadways, walkways, footpaths, slipways, access points or any other area. If you fail to comply with this clause the Company reserves the right to remove any such Vehicle without any responsibility for loss or damage and to charge you for the reasonable cost thereof.

23.6 The Company's car parking facilities may only be used for parking your Vehicle and may not be used for any other purpose, including but not limited to the maintenance or cleaning (whether inside or outside) of a Vehicle, barbeques or camping. The Company may charge you a fine of £50 per occasion if you are found to be in breach of this clause.

## 24 **WORK ON YOUR VESSEL**

24.1 No work shall be done on Your Vessel or your gear, equipment or other goods or property while in the harbour without the Company's prior consent, which will not be unreasonably withheld, other than minor running repairs or minor maintenance of a routine nature by you or your crew or members of family or, subject to clause 24.4, a contractor employed by you.

24.2 No Person shall be permitted to work within the harbour on Your Vessel so as to cause a nuisance or annoyance to any other owner or Person residing in the vicinity. No work shall interfere with the Company's schedule of work or involve access to prohibited areas.

24.3 You will ensure all reasonable steps are taken to minimise any potential nuisance that may be caused by repairs or maintenance works on Your Vessel. No painting or varnishing equipment is to be placed or left on any part of the pontoons or Quays and you shall ensure that no liquid is spilt. All waste materials shall be removed by you after any work on Your Vessel and in case of default the Company shall charge you for removing such rubbish and making good any damage to the harbour.

24.4 No contractor may work on Your Vessel for reward without the Company's prior written consent which will not be unreasonably withheld. Such contractor will have to demonstrate his competence and provide proof of current insurance against risks and in such amount to be not less than £5,000,000.

24.5 No Person shall be permitted to build any Vessel or complete a part-built Vessel on any part of the harbour.

## 25 **VARIATION**

25.1 The Company reserves the right to amend or replace these Conditions, at any time. Such revised Conditions shall become effective on being displayed on the Company's public notice board in the fisheries building and the harbour office.

## 26 **GOVERNING LAW**

26.1 These Conditions, your Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by, and construed in accordance with the law of England.

26.2 You and the Company irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions, your Licence or their subject matter or formation.

*Updated February 2019*