

CALSTOCK BOATYARD BOOKING FORM

Boat name

About you

Full Name

Address

Telephone 1

Telephone 2

Email

About your boat

Manufacture/model:

Beam:

LOA (Length overall):

Keel Type and draft:

Engine (Manufacturer/HP):

Approx preferred lift out date:

Approx preferred launch date:

Inside storage? Please tick

Do you own cradle or trailer? Please tick

Mast removal? Please tick

Pressure wash? Please tick

Engine Winterisation? Please tick

Your preferences

Please contact us about further work or checks that you may require.

I have read and agree to the terms and conditions of Up The River

Ltd, trading as Calstock Boatyard and confirm we are 3rd part liability insured

Please tick

Print Name:

Signature:

Date:

Terms and Conditions (based on BMF standard): Up The River Ltd, trading as Calstock Boatyard

General Conditions Of Mooring and Storage Ashore

Terms and conditions are based on the Standard Terms & Conditions for Mooring and Storage produced by the British Marine Federation and adapted for Up The River Ltd (hereinafter UTRL)

1. In these Conditions, Calstock Boatyard is the trading name of Up The River Ltd, Calstock Boatyard, Lower Kelly Calstock, PL18 9RY and/or their Agent or Agents to whom the application for berthing is made which may be one or more of their Associated Companies, Concessionaires, Tenants and Assignees for the operation (if any) of the Boat Repair Yard, Brokerage, or any other Harbour Facility. The expression "harbour" shall include a Yacht Harbour, Marina, Moorings, Boatyard or any other facility for berthing a yacht. The expression "Owner" shall include a Charterer, Master, or agent or other person for the time being lawfully in charge (other than Up The River Ltd) of the vessel or vehicle.

Vessels and Vehicles

(a) All vessels and vehicles in or on harbour our premises may be moved by UTRL to any other part of the same harbour or premises.

(b) UTRL shall not be liable whether in contract, tort or otherwise, for any loss, theft, or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the Owner or others claiming through the Owner except to the extent that such loss, theft, or damage may be caused by the negligence or wilful act of UTRL or those for whom UTRL is responsible.

(c) The Owner shall indemnify UTRL against all loss, damage, costs, claims or proceedings incurred by, or instituted against UTRL or its servants or agents which may be caused by the Owner's vessel or vehicle or by the Owner, his servants, agents, crew, guests or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of UTRL or those for whom it is responsible.

(d) The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £1,000,000 in respect of each accident or damage and in respect of each vessel adequate salvage insurance to include wreck recovery. Such insurance shall be effected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to UTRL on demand.

(e) The owner accepts these terms upon themselves, their vessel or vehicle entering the premises. Terms are displayed within the premises and on www.calstockboatyard.co.uk/terms-conditions/

2. No part of UTRL's harbour or premises or of any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes.

Within 7 days of any sale, transfer or mortgage of any vessel which is subject to a current Storage and/or Mooring Contract granted to the Owner by UTRL subject to these conditions the Owner shall notify UTRL of the name and address of the Purchaser, Transferee or Mortgagee, as the case may be.

In the event that the Owner sells or otherwise transfers the ownership of the vessel or that the Owner removes the vessel from UTRL prior to the expiration of the Storage and/or Mooring Contract, UTRL may at its own discretion refund to the Owner pro rata the fee paid for the unexpired period of the Storage and/or Mooring Contract less a further three months from the date the vessel is sold or leaves UTRL.

Work to be carried out:

a) Subject to paragraph (b) of this condition no work shall be done to the vessel whilst at UTRL's harbour, premises or moorings (unless with the prior written consent of UTRL which may be withheld at its sole discretion), 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 any nuisance or annoyance to any other users of UTRL's harbour, premises or moorings or any other person residing in the vicinity.

(b) Prior written consent for work to be carried out on UTRL's harbour premises or moorings shall not be withheld without good cause.

(c) Where UTRL permits work to be carried out by the Owner's sub-contractors, it shall have the right to charge the Owner a commission or fee based on the valuation of the work undertaken or on the time taken to complete the work. At the discretion of UTRL no fee or commission may be required, in every case however any contractor must carry third party liability to a minimum of £1,000,000.

3. UTRL has the right to exercise a general lien upon any vessel and/or other property of the vessel's Owner whilst in or on UTRL's harbour or premises until such a time as any money due to UTRL in respect of the vessel and/or other such property whether on account of rental, storage, commission, access or berthing charges, work done or otherwise shall be paid.

4. Termination of a Storage and/or Mooring Contract:

(a) UTRL shall have the right (without prejudice to any other rights in respect of breaches of these conditions by the Owner) to terminate the Storage or Mooring Contract granted to the Owner in the following manner in the event of any breach by the Owner of these Conditions or of any failure by the Owner to make any payment due to UTRL. If the breach is capable of remedy or the Owner has failed to make any such payment UTRL may serve notice on the Owner specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount due within 14 days. If the Owner fails to remedy such breach or pay the amount due within 14 days, or if the breach is not capable of remedy, UTRL may serve notice on the Owner specifying the breach or failure to pay (when not already specified) and requiring him to remove the vessel within 28 days, at the expiration of which the Owner shall remove the vessel and any other property of his from UTRL's harbour and premises. UTRL shall refund to the Owner the unexpired portion of the Storage or Mooring Contract fee (disregarding any discount given) subject to a right of set-off in respect of any damage suffered by it and/or other monies owing as a result of any matters giving UTRL the right to terminate the Storage and/or Mooring Contract.

(b) When no date of termination has been agreed in writing between the parties, UTRL or the Owner may terminate the Storage and/or Mooring Contract granted to the Owner by giving the other 28 days' notice of such termination, at the expiration of which the Owner shall remove the vessel from UTRL's harbour and premises.

(c) If the owner fails to remove the vessel on termination of the Storage and/or Mooring Contract (whether under this Condition or otherwise), UTRL shall be entitled:

(i) to charge the Owner with the rental which would have been payable by the Owner to UTRL if the Storage and/or Mooring Contract had not been terminated for the period between termination of the Storage and/or Mooring Contract and removal of the vessel from its harbour and premises and/or

(ii) at the Owner's risk (save in respect of loss or damage caused by UTRL's negligence during such removal) to remove the vessel from its harbour and premises and thereupon secure it elsewhere and charge the Owner with all costs arising out of such a removal including alternative berthing fees.

5. In all cases where a contract of hire or Storage and/or Mooring Contract to occupy any moorings, berth, storage space, property or facilities may be lawfully terminated by notice, the same shall be deemed to be lawfully served if served personally on the Owner or sent by registered post or recorded delivery service to the last known address in the United Kingdom of the Owner or, if the Owner is a company, its registered address.

6. At the Owner's request UTRL will, if possible, launch his vessel at any suitable tide and weather conditions, but the cost of moving other vessels for this purpose and/or any attendant expenses if considered unreasonable must be paid by the Owner. The basis of such charges is available to the Owner on request.

7. Any vessels or other goods left at UTRL's harbour or premises are subject to the provisions of the Torts (Interference with Goods) Act 1977, which confers on UTRL as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until UTRL has given notice to the owner or has taken reasonable steps to trace him in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which UTRL is not a bailee are left at UTRL's harbour or premises. Any obligation of UTRL towards vessels or goods left at its harbour or premises ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods and UTRL accepts no responsibility for loss or damage to any vessels or goods left at its harbour or premises without its consent save in so far as such loss or damage is caused by the negligence of UTRL or those for whom UTRL is responsible.

8. If payment for mooring and/or shore side storage and/or services is delayed, the outstanding amount shall accrue interest at a rate of 5% per month. This amount to be compound. We reserve the right to increase the storage charges for habitual late payment without an attempt to resolve the matter.

9. If in UTRL's opinion such be necessary for the safety of the vessel or for the safety of other users of the harbour or premises or for their vessels or for the safety of UTRL's harbour, premises, plant or equipment, UTRL shall have the right to moor, re berth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such mooring, re berthing, movement, boarding, entering or emergency work arises from the negligence of UTRL or for those for whom UTRL is responsible, UTRL's reasonable charges therefore shall be paid by the Owner.

The Owner shall deposit a set of keys to the vessel to enable UTRL to enter the vessel and to start the engine and to move the vessel as required.

Unless he has UTRL's prior consent, the Owner shall not lend or transfer the berth (this Storage and/or Mooring Contract being personal to the Owner relating to a particular vessel and is non-assignable) nor shall he use the berth for any other vessel. If the Owner notifies UTRL in writing that the vessel will be away from the harbour and premises for 28 days or more and, there being no other vacant berth, UTRL is able to re-Storage and/or Mooring Contract, on a continuous basis for a period or periods of not less than 28 days each, the berth normally occupied by the Owner's vessel, UTRL shall pay the Owner one-third of the Storage and/or Mooring Contract income so received for each such period.

Vessels shall be berthed or moored by the Owner in such a manner and position as UTRL may require and unless otherwise agreed the necessary warps and fenders shall be provided by the Owner.

Nothing in the Storage and/or Mooring Contract shall entitle an Owner to the exclusive use of a particular berth.

Berths (including those occupied by vessels on UTRL's harbour or premises or facilities for servicing, overhauling or repair) shall be subject to this Storage and/or Mooring Contract for the periods of time agreed between the Owner and UTRL at its harbour or premises and charges will be calculated by reference to UTRL's annually published list of charges.

All persons using any part of UTRL's harbour, premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within UTRL's harbour premises or facilities was caused by or resulted from UTRL's negligence or deliberate act or that of those for whom UTRL is responsible. 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. Vessels are at all times subject to the speed restrictions and bye-laws of the Harbour, Navigation or other authorities.

No noisy, noxious or objectionable engines, radio, or any other apparatus or machinery shall be operated within the harbour or premises so as to cause any nuisance or annoyance to UTRL, to any other users of the harbour or premises 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 shall be secured so as not to cause such nuisance or annoyance.

No refuse shall be left in the boatyard, thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than bagged and in the receptacles provided by UTRL or by removal from UTRL's harbour and premises. All waste is to be removed from the yard, it shall not be left under the boat. A charge for removal will be imposed if waste is not removed the same day, extension to this time frame may be made by prior arrangement.

Dinghies, tenders and rafts shall be stowed aboard the vessel or in the dinghy racks provided on the premises. The storage of one dinghy, tender or raft for each vessel is permitted in the dinghy racks provided. Any tenders left on the slip way, pontoon or in the boatyard not in a rack will be removed and charged for.

The Owner shall ensure that all dinghies, tenders, rafts, oars, outboards, trailers, trolleys, cradles, legs and other gear belonging to the Owner and stored on UTRL premises be clearly identified by the name of the vessel or the name of the Owner.

10. Owners and their crew are required to park their motor vehicles in such a position and in such manner as shall from time to time be directed by UTRL.

a. When leaving a vehicle unattended on UTRL premises, the Owner must deposit a key at the UTRL office and inform UTRL of the anticipated return date and time.

b. No dogs are to be off the lead within the boatyard. Any dog waste must be removed from site and disposed of safely.

c. Owners are not permitted to adjust cradles, props or boat stands. Please ask at the office for this to be carried out by UTRL.

d. Paint and antifoul if scraped from a vessel is to be caught in a tarpaulin or similar and bagged up for safe disposal. This waste is to be taken by the owner to a municipal disposal site and disposed of safely. Paint and antifoul is not permitted to enter the environment. Appropriate ppe to be worn at all times.

e. Please bear in mind the ecology of the river. Please use biodegradable washing up liquid and cleaning products.

11. Storage of gear/equipment on-site: No items of boats, gear, fittings or equipment, supplies, stores or the like shall be left upon the pontoons, jetties or car parks. If any items are stored on the premises these are left at the owners risk. UTRL will not accept any liability for loss or damage to same.

12. The Owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the offices of UTRL. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the vessel fit for immediate use in case of fire.

13. UTRL reserves the right to introduce regulations which relate solely to the administration of UTRL's harbour and premises and which are not inconsistent with these Conditions, and to amend such regulations from time to time. Such regulations and any amendments to them shall become effective on being displayed on UTRL's public notice board or other prominent place at UTRL's premises, and UTRL shall have the same rights against the Owner for breach of the regulations as for a breach of these Conditions.

14. Termination due to force majeure:

a. UTRL shall have the right by notice in writing to the Owner forthwith to terminate this Storage and/or Mooring Contract if at any time UTRL's harbour or premises shall be so damaged impeded or interfered with by force majeure (as hereinafter defined) as to render it likely that UTRL will be unable to continue to provide a berth, mooring or storage ashore accommodation in accordance with the Storage and/or Mooring Contract entered into between UTRL and the Owner.

b. In this Clause force majeure means any event or circumstance (whether arising from natural causes, human agency or otherwise) beyond the control of UTRL including (insofar as beyond such control but without prejudice to the generality of the foregoing expression)

weather conditions, riots, civil commotion, aircraft, fire, breakdown or war.

c. In the event of such termination as aforesaid UTRL shall refund to the Owner the unexpired portion of the Storage and/or Mooring Contract fee.

15. Please note: With regard to the sale of a vessel while on UTRL premises - The owner shall remain responsible for the vessel until such time as proof of sale has taken place. UTRL shall be supplied with evidence of transfer of ownership as follows. 1) a copy of the sale receipt 2) evidence of the full transfer fee 3) full payment of all outstanding invoices owing in respect of the vessel to include storage, mooring, moving, work etc 4) a signed agreement with the new owner. Should the new owner fail to complete an agreement then ownership will be considered not to have changed and the vessels current storage agreement continues. Storage fees are non transferable.

UTRL reserve the right to amend these conditions without notice at any time.