



HUGGINS BROS MARINE GROUP

MARINE SERVICES & BOAT STORAGE

Carbeile Wharf, Torpoint, Cornwall. PL11 2RE Tel/Fax 01752 813201

Southdown Marina, Southdown Quay, Millbrook, Torpoint. PL10 1HG Tel/Fax 01752 823084

Torpoint Yacht Harbour, Marine Drive, Torpoint. PL11 2EH. Tel/Fax 01752 813658

STANDARD BERTHING / MOORING / STORAGE ASHORE LICENCE

NAME OF VESSEL:

TYPE: SAIL / MOTOR / MOTOR SAILER / MULTIHULL*

DIMENSIONS OF VESSEL: LENGTH O.A: BEAM:

LOA to include bowsprits,
davits, etc. DRAUGHT: TONNAGE:

APPLICATION BY OWNER

I/WE OF

..... (HEREINAFTER CALLED 'THE OWNER')

REQUEST HUGGINS BRO'S MARINE SERVICES (HEREINAFTER CALLED 'THE COMPANY')

TO PROVIDE A BERTH ALONGSIDE* / A MOORING* / STORAGE ACCOMMODATION*

FROM THE DAY OF 20 TO THE DAY OF

AT CARBEILE WHARF TORPOINT / SOUTHDOWN MARINA / TORPOINT YACHT HARBOUR

MY VESSEL IS INSURED WITH FOR VALUE

TELEPHONE NO. WHERE OWNER MAY BE CONTACTED IN AN EMERGENCY

EMAIL ADDRESS

I/WE AGREE TO BE BOUND BY THE SPECIAL AND GENERAL CONDITIONS ANNEXED TO THIS LICENCE.

IN CONSIDERATION OF THE ABOVE I/WE* AGREE TO PAY THE COMPANY ON THE SIGNING OF THIS

LICENCE THE SUM OF £ PAYABLE MONTHLY ON INVOICE.

SIGNED DATE

ACCEPTANCE BY THE COMPANY

THE COMPANY ACCEPTS THE ABOVE APPLICATION AND AGREES TO PROVIDE A BERTH ALONGSIDE* /
A MOORING* / STORAGE ASHORE ACCOMMODATION SUBJECT TO THE SPECIAL CONDITIONS ANNEXED
TO THIS LICENCE.

SIGNED DATE

* Delete as applicable

PART OF THE HUGGINS BRO'S MARINA GROUP

HUGGINS BRO'S MARINE SERVICES

General Regulations and Conditions of Storage

1. In these Regulations and Conditions, the Company shall mean Huggins Bro's Marine Services.

The expression 'Harbour' shall include a Yacht Harbour Marina, Moorings, or any other facility for berthing a yacht (other than swing chain moorings). The expression 'Owner' shall include a Charter, Master or Agent or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle.

2 (a) All vessels and vehicles on the Company's harbour and premises to any other part of the same harbour and premises. The Company 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 the Company is responsible. The owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the Owner, his servants, agents, crew, guests, or subcontractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible. The Owner shall insure his vessels and vehicles, his crew for the time being, and his agents, visitors, guests or subcontractors in a sum of not less than £250,000 in respect of each accident or damage and in respect of each vessel adequate salvage insurance. Such insurance shall be effected and maintained in an insurance office or repute and the Owner shall produce the policy or policies relating thereto to the Company on demand.

(b) The Owner shall take all reasonable steps to ensure the security of the vessel and its content from larceny. The Company may require inspecting the vessel in order to satisfy itself that such steps have been taken. In the event of an Owner arranging the installation of a burglar alarm, then the Company should be notified so that it can amend its records accordingly.

3 (a) Except with the written consent of the Company, which may be withheld at the Company's sole discretion, no part of the Company's premises or the vessel shall be used by the Owner for any commercial purposes, including hiring, embarkation or other parties, sale or demonstration for the sale or hire of this vessel, provided that the occasional use of the vessel by a personal friend of the Owner on payment to the Owner of a contribution towards the actual running cost of the said vessel shall not be deemed a commercial purpose hereunder.

(b) The Owner shall upon request by the Company supply to the Company full details in writing of all such use under the Proviso of this Regulation.

(c) The Owner shall be permitted to arrange a private sale of not more than one vessel (such vessels usually being berthed at the Company's premises) during any one or more periods of twelve consecutive months of the Licence granted to the Owner. In the event of such a private sale, the Owner shall be present at all times during which the vessel is to be viewed.

4. No work shall be done to the vessel whilst in the Company's Harbour or laying up (unless with the written consent of the Company which may be withheld at the Company's 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 users of the Harbour, Car Park, or any person residing in the vicinity.

5. The Company have the right to exercise a general lien upon any vessel and/or her gear and equipment whilst in or upon their premises or afloat at any of the berths until such time as any money due to the Company in respect of the vessel and/or gear whether on account of rental, storage, commission or berthing charges, work done or otherwise.

6. The Company shall have the right (without prejudice to its rights in respect of subsisting breaches of this Licence by the Owner) to terminate the licence granted to the Owner in the event of the Owner failing to observe any of the regulations and conditions or berthing and upon notice specifying the breach and requiring removal of the vessel being sent by recorded delivery post to the Owner at his last known address, he will remove the vessel within 28 days. On failure to remove the vessel at the expiration of the said period of 28 days, the Company shall have the right to remove the vessel from the Harbour or Site and thereupon shall secure it elsewhere and may charge the Owner with all costs arising out of such removal including alternative berthing fees.

7. The Company shall have the right to moor, rebirth, move, board, enter or carry out any emergency work on the vessel, if in the Company's opinion such be necessary for the safety of the vessel, if in the Company's opinion such be necessary for the safety of the Company's premises, plant and equipment and the Owner shall pay the Company reasonable charges for such work.

8. The Owner shall not lend or transfer the berth (this Licence being personal to the Owner, relating to a particular vessel and nonassignable) nor shall he use it for any other vessel without prior consent of the Company.

9. The vessel shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed the necessary warps and the Owner shall provide fenders.

10. Berth rentals will be calculated by reference to the Company's published charges. Nothing in this Licence shall entitle an Owner to the exclusive use of a particular berth.

11. All persons using any part of the Company's premises and/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 the Company's harbour and premises and/or facilities was caused by or resulted from the Company's negligence or deliberate act or that of those whom the Company is responsible.

12. The vessel, when entering or leaving the Harbour shall not 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 byelaws of the Harbour.

13. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Harbour and/or Company's premises so as to cause any nuisance or annoyance to the Company, to any other users of the Harbour, Site or any person residing in the vicinity and the Owner undertaken 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. The Company may at their discretion take steps to secure slack halyards at the Owner's expense.

14. No refuse shall be thrown overboard or left on the pontoons. Jetties or Company premises, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's premises. No toilets are to be flushed or oily bilges pumped out from vessels berthed in the Harbour. No person shall gut or cleanse fish on the pontoons and any fish offal or other offensive or deleterious matter must not be thrown in the Harbour by should be removed from the Company's premises.

15. Dinghies, tenders and rafts shall be stowed aboard the vessel unless the Company separately provided a berth.

16. Owners are required to park the motor vehicles in such position and in such a manner as shall from time to time be directed by the Company.

17. No items of boats, gear, fittings or equipment, supplies, stores, or the like shall be left upon the pontoons, jetties or premises.