



PORTNELLAN FARM LLP

Moorings Terms & Conditions

General

1. Full payment of mooring or winter storage fees must be received before any vessel is put on a mooring or stored at the farm.
2. Customers may be liable for loss or damage to third parties and as such are obliged to have adequate insurance including public liability cover of at least £3,000,000. **A copy of the insurance documents must be provided to us before the vessel arrives.**
3. Responsibility for upkeep and maintenance of the **strop and pick-up buoy** passes to the vessel owner at time of supply and should be inspected regularly.
4. One **tender** may be stored on the shore during the mooring season. Tenders must be removed at the end of the season unless alternative arrangements have been agreed with us. Tenders left on the shore in the winter, without agreement, will be subject to a £50 storage charge. We reserve the right to sell or dispose of any tenders if payment is not received within 60 days of the invoice date.
5. **Cars** should be parked in the designated parking areas. One car may be parked at the farm; additional cars may be parked in the designated areas at the pumping station. Cars are parked at your own risk.
6. All cars must display a valid car parking permit.
7. After delivery of heavy items to the pier, cars must not be parked at the pier, or on the shore.
8. **No smoking** on the farm or on the moorings.
9. Please take your **rubbish** home: Portnellan Farm wheelie-bins are for family use only.
10. Vessel owners are requested to keep **noise levels** reasonable, particularly in the evening.
11. Vessels must be removed from the mooring no later than the October 31st.
12. Moorings are **non-transferable** without prior written consent from Portnellan Farm LLP.



Liability & Payment

13. We shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as severe weather conditions or the actions of third parties not employed by us); this applies to loss or damage to vessels, equipment or other property left with us. Customers entering our property or using our facilities do so at their own risk.
14. Boats and other property left at our premises are at the customer's own risk.
15. We are not obliged to salvage any boat or other property, however if we deem it necessary, we will do so and will be entitled to charge on a commercial basis.
16. Payment is due immediately on receipt of invoice. We reserve the right to charge interest at 4% above Bank of England base rate on any invoice more than 30 days overdue. We reserve the right to hold a customer's boat until full payment has been made on any outstanding invoice.
17. Boat owners should be aware that they will be liable for any damage to the property of Portnellan Farm, including roads, walls, fences and the pier. Owners should ensure that they have insurance for this eventuality.

Vessel Movements

18. We reserve the right to move any vessel or equipment if we deem it necessary for reasons of safety or good management of our business.

Retention of Title/Risk

19. Ownership of all goods or equipment remains with us until full payment is received.
20. Responsibility for upkeep and maintenance of all goods or equipment passes to the customer at time of supply.

Access to Premises/Work on Vessel

21. No work shall be carried out on a vessel on the premises without prior consent, except for minor running repairs or maintenance of a routine nature. All work carried out must comply with health and



safety legislation and our environmental policy. Any waste products must be removed from the premises and disposed of in a suitable manner.

22. Any work carried out must be done in a way that does not cause any nuisance or annoyance to us or other customers and does not cause any interference to the management of our business.
23. We reserve the right to demand immediate cessation of work which, in our view, breaches the requirements of this clause.
24. It is forbidden to operate any form of commercial business from Portnellan without prior written consent from Portnellan Farm LLP.

Right of Sale

25. In the event of non-payment of debt by the owner, we reserve the right to sell their vessel. The sale of a vessel shall only take place if payment is not forthcoming after 6 months from the date of invoice and if every reasonable effort has been made to contact the owner of the vessel. Further, all costs incurred in the sale of a vessel, including legal fees, will be recoverable from the owner.

Non-Compliance

26. If the customer is found to have breached any of the conditions laid out in this document, we reserve the right to cancel the booking and ask that the vessel be removed from the mooring or hard-standing.
27. Should an owner breach any of our terms and conditions any monies already received are non-refundable. Any money still due to Portnellan Farm LLP remains payable.

I accept this Agreement, and the terms of business as published on Portnellan Farm LLP's website.