

**Morgan Marine - Boatyard Boatyard Booking -
Terms and Conditions**

Moorings - South yard pontoons, East yard walk-on pontoons and shore mud berths, South channel trots

- 1 All Rules, Orders, Regulations and Bylaws of the Harbour Commissioners and local government must be strictly observed.
- 2 The Mooring must not be sublet, assigned or sold on in any way, to any other person / vessel, without the express consent of L H Morgan & Sons (Marine) Ltd.
- 3 The Hirer is entirely responsible for any loss or damage caused to or by his vessel whilst on the mooring of L H Morgan & Sons (Marine) Ltd or in the vicinity of the same. The Hirer indemnifies L H Morgan & Sons (Marine) Ltd and their servants absolutely against claims of any loss, damage, injury or death, howsoever caused.
- 4 Whilst L H Morgan & Sons (Marine) Ltd will use every endeavour to ensure mooring equipment is in a serviceable condition, they accept no responsibility whatsoever for any loss, damage, injury or death, caused by the failure of such mooring equipment.
- 5 The Hirer must ensure free navigation through North & South Channel is maintained at all times, and must not in any way cause an obstruction.
- 6 The Hirer must at all times observe safe practices and good seamanship in mooring up and at the point of entering and leaving. The Hirer must not cause a nuisance or damage to other property. The vessel must be secured fore and aft at the mooring point with adequate warps and fenders. Springs should be used where possible.
- 7 L H Morgan & Sons (Marine) Ltd do not guarantee sole occupancy. The Hirer is responsible for ensuring that their vessel is left clear sided with suitable fendoffs to protect both the Hirers vessel and those lying alongside.
- 8 L H Morgan & Sons (Marine) Ltd reserve the right in the interest of safety, the protection of other craft and its equipment, and mooring tackle, to move, bail-out, re-float or undertake any other work deemed necessary and reasonable, if, in our opinion, the Hirer's boat is a hazard through neglect, bad maintenance, bad seamanship, or inclement weather, howsoever caused. We reserve the right to pass on reasonable charges to the owner of the craft in question.
- 9 The Eastyard walk-on pontoons are "closed" from 1st October - 31st March inclusive for any boat movement due to English Nature planning provisions.
- 10 A mooring is not hired in terms of a particular place or spot. Provided a suitable mooring is available, we reserve the right to "work" our infrastructure to best serve our customers and in the interests of safety.
- 11 Pontoons must be left clear. e.g. ropes, water hoses, shore power cables etc must be tidied away. Items which in the opinion of L H Morgan & Sons (Marine) Ltd pose a potential hazard to personnel / and or public alike, especially at night, must be removed immediately.
- 12 To avoid damage to the pontoons, the environment, or causing nuisance to other users, absolutely no cooking, barbeques, open fires, repairs to engines and boats, oil changes etc allowed on the pontoons. The cost of any repairs / cleanup will be charged. Any contamination must be reported immediately.
- 13 Hirers are expected within reasonable health and safety parameters, to exercise due care and attention whilst on the moorings. e.g. No running or playing games. No unsupervised children allowed.
- 14 Moorings do dry out and it is the hirers responsibility to confirm suitability for their craft to take the ground.
- 15 No fishing from the pontoons.
- 16 Absolutely no private affixing of extra mooring cleats, fendering or any other attachment or alternation allowed to our pontoon infrastructure. We reserve the right to terminate this agreement upon such grounds and we will remove such items immediately and charge restoration costs.

Storage and Hoist

1. All local and national road rules must be observed.
2. The space allocated must not be sub-let to any other person without the express consent of L H Morgan & Sons (Marine) Ltd.
3. The Hirer is entirely responsible for any loss, damage, injury or death caused by or to their vessel or other equipment whilst in storage and using our services. The Hirer indemnifies L H Morgan & Sons (Marine) Ltd unreservedly and completely against any such claim. Contamination possible throughout the boatyard due to commercial Wharf activity next door e.g. scrap metal dust, coal, fertilisers etc etc. Absolutely no residency status implied or given in this contract.
4. The Hirer must ensure that there is free passage for other users and not cause a nuisance or danger to anybody on the site or in the vicinity of same.
5. The vessel or other equipment must always be kept locked and secure in the parking area when left unattended. All loose items of value must be properly stored away and left secure when the hirer is away from the site.
6. Hoisting, moving, storage and other services are provided strictly to customers at the owner's risk and thus indemnifies Morgan Marine from any claim howsoever caused. It is conditional the customer makes sure the owner has made insurance arrangements to cover such risks.
7. We reserve the right to take any appropriate action as necessary in the interests of safety and pass costs on to the Hirer. We reserve the right in the interests of safety and the efficient running of the yard, without consent, to move boats and pass on the costs as applicable.
8. Access to compounds is 7 days a week. Normally from 9:00am - 5:00pm and only when Morgan Marine staff are on site. Outside these hours, all gates will be locked, except for pedestrian access.
9. The customer indemnifies Morgan Marine from all claims and consequential losses if for any reason we cannot provide a service (including the hoist) on the contracted date and time. This is to cover unforeseen problems arising at short notice such as mechanical break down, weather, staff shortages, risk assessment and health and safety issues etc.

Slipway Services including "Park & Ride" Agreement

1. The above Storage agreement conditions apply. Park & ride scheme, hours of operation 9:30am - 5:00pm BST and 10:00am - 4:00pm GMT only. Maximum wait 20 minutes (subject to weather and staff availability). The service is closed over the Christmas period, please ask for details. There may be delays at low tide (especially Springs) waiting for sufficient water.
2. Restricted to one boat as described on this form to one launch and retrieve per day, maximum two co-owners, and for private and pleasure use only - not for commercial use (apply separately.)
3. All services are provided entirely at owner's risk. Customers should check that their own insurance arrangement covers them for such services.
4. The customer is entirely responsible for loss, damage, injury or death resulting from the use of this service and indemnifies L H Morgan & Sons (Marine) Ltd and their servants against any such claims. Boat owners in control of their vessels are acting as captain and thereby are responsible for all the vessel's movements and the conduct and safety of their crew.
5. L H Morgan & Sons (Marine) Ltd have the right to refuse any operation if they believe the customer's property poses a risk of damage to property or personal injury to the staff of L H Morgan & Sons (Marine) Ltd and customers. It is the customer's responsibility to provide goods (to which the services are provided) in a serviceable condition.

6. Please note that boat set up on the trailer should operate with approximately 50lb nose weight. The trailer should be of serviceable condition providing adequate size, strength and weight capacity for the job in hand.
7. The park and ride service is defined as launch and retrieve only, not a rescue or breakdown service. It is the responsibility of the customer to maintain their boat fit for purpose and to facilitate the safe, final movement on or off the trailer once launched into the water. Any persistent undue delays or problems are subject to withdrawal of the service and/or extra charge. For emergencies at sea - call the coastguard on 999 or by VHF.
8. It is the customer's sole decision as to whether conditions are acceptable to go to sea or not. It is your responsibility to make sure the vessel and crew are fit for the task in hand. In providing this service, the customer indemnifies L H Morgan & Sons (Marine) Ltd absolutely from any claims resulting from this decision.
9. Although we will make every effort to provide this service on a daily basis, we reserve the right to withdraw it temporarily without notice, without incurring claims for refund or consequential losses. This is to cover unavoidable eventualities beyond our control such as sudden mechanical breakdowns, site problems, staff shortages, bad weather and circumstances that we think pose a risk to people and/or equipment. Overall, we are committed to provide an excellent service and value for money that will ensure your continued support.
10. No refunds are given due to claims of "Lack of Use" or under utilisation, howsoever caused. Absolutely NON transferable to third party.

Universal Conditions

1. ALL CHARGES are EXCLUSIVE of VAT are calculated on the LOA (length overall) of the craft to include bowsprit, davits, out drives, bathing platform, trailer and any other extensions fore and aft of the craft. Please see our "pink price list".
2. All boats/engines are stored / moved either by vehicle / tractor or our Wise Hoist at owners risk.
3. All hoist movements are strictly at owner's risk. Please make sure you have adequate insurance cover for hoisting
4. Adequate marine insurance against all risks, including Third Party MUST be taken out by the Hirer.
5. The Hirer is advised to maintain a full inventory of all property aboard the vessel. All doors and hatches should be adequately locked when left unattended and no loose items of value should be left in the open unless properly secured.
6. All vessels and equipment are stored at owner's risk.
7. We regret that we are unable to offer refunds.
8. All service work must be authorised via the main chandlery shop at the Waterside by the owner of vessel.
9. All boat movement is entirely at the discretion of L H Morgan & Sons (Marine) Ltd.
10. The bins provided should be used for suitable waste - otherwise taken away by customer. We expect a high standard of tidiness and safety. We reserve the right to assume and remove waste and debris without prior notice.
11. Absolutely no residency status assumed with any contract with L H Morgan & Sons (Marine) Ltd
12. We reserve the right to charge tradesman for working throughout our facilities and to charge 1.5% for boats sold by a professional outside broker.
13. No private mail handled via Morgan Marine's offices.

14. For cases of protracted non-payment of accounts we reserve the right to sell your boat and / or equipment to recover your debt. It is incumbent on the customer to inform the owner of this important condition. Every effort and opportunity will be made for a delinquent account to be settled. After 1 year of non-payment, your boat and / or related goods will be sold by us without further reference as default.
15. The access gates to the yard are now locked at night between 10:00pm - 8:00am for security and on police advice.
16. Supply of electricity in yards and on moorings, only by hired “morgan marine” metered cables; see “pink price list”. Otherwise, we will disconnect without referral. 16. Any Hirer employing non Morgan Marine contractors / tradesmen must ensure their Contractor obtains a licence before commencing work (daily or annual licences are available). There is a cost involved (see Pink Price List) . The incumbent must provide details of the client, boat / equipment, description of job, expected number of days, full details of insurance, a method statement, a risk assessment, a health & safety assessment and contact details for each job. Such contractors should apply to Morgan Marine offices. We reserve the right to refuse or stop at any point such work if we think there is due cause. All such work is carried out entirely at the Hirer’s and contractor’s own risk and it is their responsibility to make sure their own insurance arrangements cover them for such work. We reserve the right to refuse or cancel without notice.

All boatyard facilities and services are provided to our customers strictly at owner’s risk.

Customers should check that their own insurance arrangement covers them.

Transfer

This agreement is solely between you and Morgan Marine. It is absolutely and expressly non transferable to any other party without a prior agreement being in place between Morgan Marine and the new party concerned. We reserve the right to refuse, for any reason, to enter a fresh agreement with any new party; no automatic transfer is implied or given. You will continue to remain liable until all accrued costs under this agreement have been settled in full and your boat(s) and / or equipment has been removed. Just lately, Selling on ebay has highlighted this issue and is causing major problems for which we are not liable.

Declaration

I have read the foregoing agreements, important notes and L H Morgan & Sons (Marine) Ltd Standard Terms Of Business and agree to their terms without reservation. I also declare that my property as described on this page is fully insured and that it covers me for services provided by L H Morgan & Sons (Marine) Ltd. I also understand that no refunds are given for early termination of this agreement and claims of under utilisation, nor are they transferable. You also agree to allow Morgan Marine to forward your details to marine, municipal or government authorities as directed. e.g. Brightlingsea Harbour Commissioners, Police etc. All prices are subject to prevailing VAT rate and change without prior notice. E & OE.