

# Hesford Marine

Mobility Engineering (Cheshire) Ltd, trading as Hesford Marine

Warrington Lane, Lymm, Cheshire, England, WA13 0SW

Email: enquiries@hesfordmarine.com

Tel: 01925 754639



## Hesford Marine Terms and Conditions

You the "Owner" have agreed to enter into a contract with Hesford Marine. BY ENTERING INTO THIS CONTRACT WITH THE COMPANY YOU WILL BE BOUND BY THESE TERMS AND CONDITIONS. PLEASE READ THESE CAREFULLY AND ENSURE YOU HAVE UNDERSTOOD THEM FULLY.

### Definitions:

- The "Company" means Hesford Marine.
- The "Owner" means the individual who enters into the contract and is the Owner of the boat using the facilities of Hesford Marine boat yard. Where the Owner is more than one person, obligations of the Owner under these general conditions shall be joint and several.
- The "Vessel" means the narrowboat, GRP boat, cars and commercial vehicles.

### Interpretation:

All headings are for identification only and shall not form any part of or affect the interpretation of any clause.

## 1. CONTRACT

1.1 The Owner must notify the Company in writing of the details of any change of name of the Vessel or change of the Owner's name, emergency contact details, address, email address or telephone number. Unless the Company has received any notification of any changes of details, the details on file will be deemed to be up to date and correct.

## 2. LIABILITY, INDEMNITY AND INSURANCE OBLIGATION

2.1 This agreement is for DOCK OR STORAGE ONLY. Space and other boatyard facilities are to be used at the sole risk of the Owner and their guests. The Company is not responsible for theft or damage of any kind to boat, contents, gear or equipment.

2.2 No warranty is expressed or implied, as to condition of docks, walks, ramps, depth of water or other boatyard facilities. The Company is not responsible for injuries to persons or property occurring thereon.

2.3 The Owner shall indemnify the Company from and against all actions, claims, proceedings, expenses and demands made against the Company by third parties in respect of any damage or liability caused by or arising from the willful act, neglect or default by the Owner and or any person acting for or on behalf of the Owner.

2.4 The Owner agrees that they are financially responsible for damages that occur to any boatyard facilities by themselves or their guests.

## Hesford Marine

Mobility Engineering (Cheshire) Ltd, trading as Hesford Marine

Warrington Lane, Lymm, Cheshire, England, WA13 0SW

Email: enquiries@hesfordmarine.com

Tel: 01925 754639



2.5 The Owner will provide insurance for loss or damage to their Vessel and holds the Company harmless from subrogation claims of the Owner's insurance Company.

2.6 Regarding lifting of boats, the Company will assume that prior to any Vessel lift operation by the Company, the Vessel has been insured for any lifting and storage at the Company boat yard.

### **3. FEES**

3.1 The amount due for short term stays of one month or less is settled by payment in full by the Owner on receipt of a Company invoice either by debit or credit card or cash. No cheque payments are accepted.

3.2 All payments made to the Company are inclusive of VAT or such other tax required to be paid by law at the rate for the time being in force.

3.3 For long term stays of one month or more, monthly rental charges will apply. These are calculated by the length of the boat per foot by the rate at the time and require payment by bank transfer or standing order each month with the reference to include the Vessel name and Owner. All other items apart from rental are to be paid as per point 3.1.

3.4 The Owner is responsible for all removal of rubbish/detritus from around the Vessel. No Vessel movement will be made until the site around the boat is clear. Company employees will check the site and report that it is clear to the Company office. A minimum charge of £50 will be incurred should Company employees have to clear your site.

3.5 Gate keys and undercover keys are issued on receipt of a £30 returnable cash deposit. The £30 deposit applies to each key issued.

3.6 "Electric" coins for electric meters are purchased from the chandlery or Company office. Unused coins are to be returned to the Company office for a refund when the Vessel leaves the yard.

3.7 Electric splitter plugs for meters are issued for a £30 returnable cash deposit.

### **4. VESSELS UNDERCOVER**

4.1 When a Vessel is undercover in a boat yard shed, the engine of the Vessel is not to be run.

4.2 There should be no fires lit on board a Vessel whilst it is using the undercover facilities at the boat yard.

4.3 The Owner should ensure they have a supply of £1 coins for use in the electric meters in the boat yard sheds.

## Hesford Marine

Mobility Engineering (Cheshire) Ltd, trading as Hesford Marine

Warrington Lane, Lymm, Cheshire, England, WA13 0SW

Email: enquiries@hesfordmarine.com

Tel: 01925 754639



### 5. ANIMALS ON VESSELS

5.1 The Owner may not keep any animals on the Vessel whilst at the boat yard other than domesticated animals that have been notified to the Company office on arrival and approved to be suitable to be on the boat yard by the Company management at their absolute discretion. The animals, after approval by the Company management, must at all times remain on a lead of no more than three metres in length and must be under the full control of their Owner whilst on the yard. The animal must not be allowed to cause a nuisance to any other users of the yard at any time. The Company reserves the right to ask the Owner of any offending animals to be removed from the boat yard immediately and without notice if this clause is breached by the Owner.

5.2 Any waste caused by animals on the yard must be cleaned up immediately by the Owner or person responsible for the animal and disposed of in an appropriate manner. Animal waste should never be discharged into the Bridgewater Canal at any time. The Company reserves the right to charge any reasonable costs incurred by it in cleaning up any animal waste that has not been cleaned up within a reasonable time by the Owner.

5.3 Animals are not permitted to enter any buildings, including the Roll Ezy and Hesford Marine offices and Hesford Marine Chandlery on health, hygiene and safety grounds for all staff members. The exception to this being registered assistance animals.

### 6. DISPOSAL OF REFUSE

6.1 Any domestic waste shall be disposed of in the receptacles provided by the Company or by removal from the yard by the Owner.

6.2 The Owner will not dispose of motor oil, paint, or any other lubricating, cooling or fluid substances in boatyard skips, in the Bridgewater Canal or on the ground whether or not in containers. All of these liquids must be disposed of off-site of the Company by the Owner.

6.3 The discharge of any form of liquid pollutants, including polluted bilge water or liquids from any other type of container from the Vessel onto the yard or Bridgewater Canal is forbidden.

6.4 No chemical toilets are to be emptied within the Owner's facilities and these must be disposed of at an Elsan disposal point or pump-out station.

6.5 The Owner should immediately report any accidental spillage of oil, paint or any other pollutant to the Company during office hours. The Owner should also take such steps as are reasonably practical in the circumstances to minimise the spread of the pollutant and to warn other users of the boat yard of the problem.

6.6 Any costs associated with any clean up of spillages will be charged to the Owner.

## Hesford Marine

Mobility Engineering (Cheshire) Ltd, trading as Hesford Marine

Warrington Lane, Lymm, Cheshire, England, WA13 0SW

Email: enquiries@hesfordmarine.com

Tel: 01925 754639



6.7 The Owner is responsible for all removal of rubbish and detritus from around the Vessel. A minimum charge of £50 will be incurred should the Company have to clear the site.

## **7. HEALTH AND SAFETY AND FIRE PRECAUTIONS**

7.1 The Owner shall take all necessary precautions against the outbreak of fires upon their Vessel. The Owner shall provide and maintain in good working order the minimum number of fire extinguishers of an EU Government approved or BSI Standard type and size as required by boat safety regulations.

7.2 The lighting of open fires or barbeques or the use of fireworks on Company property is strictly prohibited.

7.3 There should be no fires lit on board a Vessel whilst it is using the undercover facilities at the boat yard.

7.4 The Company is not responsible for the Owner's tools, equipment, unsecured dock lines, power cords or fenders. All tools, ladders and equipment belonging to the Owner will be assumed by the Company to be fit for purpose and the Company cannot be liable for any accidents or injuries caused by use of equipment belonging to the Owner.

7.5 Electric cables shall be placed in such a way as not to cause nuisance or danger to persons and will be tidily fastened.

7.6 Persons under the age of 16 years, invited to the Company property, by the Owner are the sole responsibility of the Owner and must remain under the Owner's supervision at all times. They must not be allowed to cause a nuisance to any other user at the Company.

## **8. SECURITY**

8.1 The boat Owner, contractors and visitors are required to ensure that all security gates are closed and locked after use. Boat yard gates are allowed to be left open during the hours of 8 am to 5 pm Monday to Thursday and 8 am to 3 pm on Friday. Owners are required to ensure that where gates and locks are provided that they should be closed outside of these times to maintain security. Keys for gate locks are provided in receipt of a £30 deposit and can be obtained only from the Company office.

## **9. STORAGE OF GEAR**

9.1 Any ladders in use around the Vessel are to be securely tied to the Vessel at all times.

9.2 Items such as and including coal, kindling, wood, bicycles etc must be stored on the Vessel.

## Hesford Marine

Mobility Engineering (Cheshire) Ltd, trading as Hesford Marine

Warrington Lane, Lymm, Cheshire, England, WA13 0SW

Email: enquiries@hesfordmarine.com

Tel: 01925 754639



9.3 No fittings, equipment, supplies, stores or any other property belonging to the Owner shall be stored or left on Company property other than with prior permission obtained from the Company management.

9.4 Any equipment, supplies and materials removed from the Vessel and not stored securely in the Vessel must be clearly marked with the name of the Vessel.

## **10. PROHIBITION OF NUISANCES**

10.1 No noisy, noxious or objectionable engines, radios or other apparatus or machinery shall be operated so as to cause a nuisance or annoyance to the Company or to any other users of the Company yard. The Owner is responsible on behalf of themselves and any visitors.

10.2 No tampering with, theft of, removal of or damage to any part of the Company's premises, apparatus and/or facilities will be tolerated. This also includes antisocial behaviour and physical or verbal abuse towards customers and staff at the Company. Immediate termination of this contract will occur and criminal prosecution may be instigated. The Owner shall be required to move his Vessel from the Company property immediately and will not be entitled to any refund of monies paid.

10.3 The Company will not tolerate anti-social behaviour or inappropriate conduct by Owners or their visitors towards other Owners or Company staff including but not limited to misuse or abuse of alcohol or drugs on Company premises. Serious offences or infringements against this requirement may be reported to police authorities for appropriate action and may also result in the removal of the Owner and the Owner's Vessel permanently from the boat yard with all costs to be added to the account of the Owner.

## **11. SALE OF VESSEL**

11.1 No "For Sale" signs are allowed on any boats whilst they are using the Company facilities or are on Company property without the express written consent of the Owner. A commission of 8% for the first £2,000 and 2% for the remainder will be made for any boat sold on the boat yard by the Company on behalf of the Owner.

11.2 Within seven days of any sale or transfer of any Vessel, the Owner shall notify the Company in writing of the name and address of the purchaser or transferee as the case may be. If the new Owner intends for the Vessel to remain on the Company boat yard the new Owner is to sign the Company terms and conditions and arrange for rent to be paid online as described in Clause 3 – Fees.

## **12. RIGHTS OF THE COMPANY TO MOVE VESSELS**

12.1 The Owner hereby authorises the Company to move their boat to any other space at any time when deemed necessary.

## Hesford Marine

Mobility Engineering (Cheshire) Ltd, trading as Hesford Marine

Warrington Lane, Lymm, Cheshire, England, WA13 0SW

Email: enquiries@hesfordmarine.com

Tel: 01925 754639



12.2 The Company also reserves the right to move and/or enter any Vessel on the boat yard if, in the Company's opinion, it is necessary to do so for the purposes of trying to:

- Avoid damage to the Vessel or to any other Vessel on the yard;
- Ensure the safety of other users of the yard;
- Ensure the safety of the Company's staff, premises plant or equipment.

### **13. MOORING, MOVING OR TOWING (WITHIN THE COMPANY PROPERTY AT OWNER'S REQUEST)**

13.1 Subject to payment by the Owner of the Company's reasonable charges (where appropriate) the Company will move, lift or tow the Vessel on a trolley at the request of the Owner. The Company will not be liable for any damage to the Vessel arising as a result of the mooring, moving or towing by trolley, save where such damage is caused by negligence or default on the part of the Company.

### **14. SHOT BLASTING BY THE COMPANY**

14.1 In no event will Hesford Marine be liable for any loss or damage including, without limitation, indirect or consequential loss or damage to the hull or inside cabin, or any loss or damage whatsoever arising from shot blasting. By bringing your boat to Hesford Marine for shot blasting, Hesford Marine will assume that you have ascertained that the thickness of the "steel plate/metal" has been checked and is sufficiently thick to accept shot blasting. Hesford Marine accepts no responsibility for any problem(s) resulting from the failure by the customer to having checked the thickness of the metal in advance.

Hesford Marine Boatyard will only accept standard width boats (6 foot) and cannot accept any Springer boats or V-bottomed boats. Please be aware that when your boat is shot blasted, shot will get inside your boat and shot blasting can pierce thin metal. If uncertain of the condition of your steel, we recommend an independent survey to the hull to ensure the thickness of the steel is suitable for shot blasting. Dust sheets should be used on the interior of the cabin, and taped to windows and doors to minimise dust entering the interior.

Any fittings and items on the exterior of the boat, that are not to be shot blasted, should be removed where possible.

### **15. CARE OF HESFORD PROPERTY**

15.1 No alterations may be made to any part of the Company's property unless with the Company's prior written approval. The Company reserves the right to remove and to charge the Owner for the costs of any reasonable works carried out by the Company to reinstate any unauthorised alternation made by the Owner.

### **16. LIFTING OF BOATS**

## Hesford Marine

Mobility Engineering (Cheshire) Ltd, trading as Hesford Marine

Warrington Lane, Lymm, Cheshire, England, WA13 0SW

Email: enquiries@hesfordmarine.com

Tel: 01925 754639



16.1 The Company will assume that prior to any boat lift operation through the Company the Vessel is insured and that the Owner can produce an insurance policy on request.

16.2 The Company will not be responsible for any breakages or damage occurring inside the Vessel during lifting by the crane and it is the Owner's responsibility to secure any movable and/or breakable items inside the Vessel prior to lifting.

## **17. ADDITIONAL REGULATIONS RULES AND NOTIFICATIONS**

17.1 The Company reserves the right to amend these general conditions and/or to introduce other specific rules and regulations which are necessary for the efficient and effective running of the Company. Such amendments and rules and regulations shall become effective on being displayed in Company, chandlery or in any other prominent place in the Company's office.

17.2 The Owner further undertakes to abide by any reasonable instructions issued by the Company.

## **18. RESTRICTIONS OF SERVICES AND FACILITIES**

18.1 The Company will not be liable to the Owner in the event of a temporary failure of any of the facilities or services at the Company due to a reason not within the Company's control but agrees to use its reasonable endeavours to ensure that the effected facilities/services are repaired as soon as reasonably possible.

## **19. VEHICLE PARKING**

19.1 Owners and any invited guests must observe a 5 mph speed limit when driving on any part of the Company property.

19.2 The Owner has the right to park one vehicle on the Owner's property, with the registration number to be provided to the boat yard office on the boat's arrival.

19.3 The Company reserves the right to charge for the storage of any extra vehicles parked upon the Company's property. Prior consent is required before any vehicles are parked on the Company's property. Parking for additional vehicles may be arranged through the Company's office.

19.4 Owners and guests must park their vehicle as directed by the Company.

## **20. GENERAL**

20.1 The headings in these General Conditions are for convenience only and shall not affect its interpretation.

20.2 The Company shall not be liable for any failure or delay in performing any of its obligations under this contract caused by circumstances beyond its control.

## **Hesford Marine**

**Mobility Engineering (Cheshire) Ltd, trading as Hesford Marine**

Warrington Lane, Lymm, Cheshire, England, WA13 0SW

Email: [enquiries@hesfordmarine.com](mailto:enquiries@hesfordmarine.com)

Tel: 01925 754639



20.3 This contract, and any specific rules and regulations introduced by the Company constitute the entire agreement and understanding between the Company and the Owner with respect to all matters referred to within it and shall supersede any previous agreement(s) between the parties in relation to the matters referred to in the General Conditions.

20.4 The Owner agrees to all terms and regulations as set forth in the agreement. Failure by the Owner to comply with the terms and conditions as stated, or with the Company's rules and regulations will entitle the Company to terminate and cancel this agreement with no refund.