

**THANET DISTRICT COUNCIL**

**RAMSGATE ROYAL**

**HARBOUR MARINA**

**DRAFT TERMS AND CONDITIONS**

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Ramsgate Royal Harbour Marina is owned and operated by Thanet District Council. These Terms and Conditions should be read in their entirety.

## **SECTION 1 – MARINA TERMS AND CONDITIONS**

### **1.1 DEFINITIONS**

- 1.1.1 “The Council” shall mean Thanet District Council.
- 1.1.2 “The Marina” shall include any area of the Council’s estate on land or on water (including the boat park and any area on or beneath the surface of the water) and any other facility provided by the Council for use as harbour facilities.
- 1.1.3 “The Owner” shall include a lawful owner, charterer, master or agency or any other person for the time being lawfully in charge (other than the Council) of a vessel berthed within the Marina.
- 1.1.4 “The Harbour Master” shall include Port Control and all persons acting with the authority of the Council and fulfilling the role of Harbour Master.

### **1.2 BYELAWS**

- 1.2.1 The Owner shall in all things with respect to this Agreement and the use of the Marina abide by and perform the byelaws, rules and regulations in force in respect of the Marina.

### **1.3 OWNERS OBLIGATIONS**

- 1.3.1 **Arrival** It is the Owner’s responsibility to notify the Council of their arrival at the Marina forthwith and to provide the Council with adequate identification and details of any vessel or other items of property belonging to the Owner brought into the Marina.
- 1.3.2 **Acceptance** Entry into the Marina indicates recognition and acceptance of these Terms and Conditions which govern use of the Marina and set out the obligations that the Owner must observe when using the Marina. Upon acceptance of the Owner’s application for a berth within the Marina, the Council will grant the Owner a licence, upon these Terms and Conditions, to use such berth as is from time to time allocated to the Owner by the Council. Without prejudice to the requirement on the Owner to apply for a berth, the current Royal Harbour Marina Schedule of Fees and Charges will apply with immediate effect in respect of the Owner’s use of the marina.
- 1.3.3 **Non-Exclusive Use** Nothing in these Terms and Conditions shall entitle the Owner to the exclusive use of a particular berth and no estate, right or interest therein shall be implied or deemed to be granted hereunder. Under no circumstances does any form of Landlord and Tenant relationship arise under these Terms and Conditions in relation to the use of any berth within the Marina.
- 1.3.4 **Notify Changes** The Owner shall keep the Council informed in writing of any change in the name of the vessel or change of the address, telephone number or other details of the Owner.
- 1.3.5 **Vacating** The Owner is required to give 28 days’ written notice to the Council before vacating the berth. Failure to do so may incur additional charges (see “Recalculating of Charges Upon Notice” at paragraph 35).
- 1.3.6 **Vessel Sale** Within seven days of any sale or transfer of the vessel, the Owner shall notify the Council of the name and address of the purchaser or transferee as the case may be and provide a copy of the Bill of Sale or Transfer to the Council. The Owner shall notify the purchaser or transferee that the permission to use the berth is not assignable and shall ensure that the terms of sale state that a new application to the Council needs to be made for use of the berth. Until such time as such application has been accepted by the Council, the Owner shall continue to be liable under these Terms and Conditions.
- 1.3.7 **Assignment** A licence granted to the Owner for the use of an allocated berth within the Marina (“the berth”) is personal to the Owner and shall relate to a named vessel (“the vessel”). The Owner shall not lend, sublet, assign or transfer the berth any other person nor shall the Owner use the berth for any other vessel unless the Owner has the Council’s prior written consent.
- 1.3.8 **Business Use** No part of the Marina or of the vessel while situated therein shall be used by the Owner for any commercial purposes except where the Owner is expressly authorised to do so by the Council.

- 1.3.9 **Tender and dinghies** Tender, dinghies and rafts shall be stowed aboard the vessel unless a berth is separately provided and licensed to the Owner.
- 1.3.10 **No item to be left on Marina** No items of boat gear, fittings or equipment, supplies, store or the like shall be left upon any part of the Marina. This includes any form of TV / satellite dish and / or TV pole for an aerial.
- 1.3.11 **Vessel Name to be Clearly Shown** The Owner shall ensure that at all times the name of the vessel is clearly shown thereon, including when left unattended in the boat park.
- 1.3.12 **Reporting damage** It is the owner, or any responsible person for any vessel or vehicle to report immediately to the Marina staff any damage which may be caused to or by the vessel or vehicle whilst at the Marina.
- 1.3.13 **Parcel deliveries** Owners need to make the Harbour Office aware if a parcel delivery is expected so that contact can be made once delivered and these will need to be collected promptly so as not to cause a health and safety risk within the Harbour Office. If items are particularly large and heavy, and the office are aware, it may be that the delivery can be directed to the nearest access point for your ease in transferring to your boat.
- 1.3.14 **Boat condition** Boats must be kept seaworthy, clean, capable of movement and in reasonably smart condition. The Council reserves the right to request a Boat Owner to produce a Condition Survey Report. This report should be completed by a qualified professional surveyor at the Owner's expense, and will be required to satisfy the Council that a Boat is capable of movement, is structurally sound and poses no threat to safety or safe navigation within the Marina. The Council's request will be in writing and will give reasonable notice to the Owner that the Council may engage a professional surveyor should the Owner fail to do so, any costs incurred in this will be recharged to the Owner.
- 1.3.15 **Washing lines** The Owner shall not affix a washing line or display any washing or laundry on any part of the vessel, pontoon or jetties, or within any part of the Marina.
- 1.3.16 **Barbecues** Barbecue grills are not allowed on the Marina pontoons or walkways at any time. Use of barbecue grills must be restricted to use onboard an owner's boat and use of such grill is at the customer's risk. The owner should take every precaution to avoid fire whilst using their barbecue grill and to minimise annoyance to neighbouring vessels.
- 1.4 MANAGEMENT**
- 1.4.1 **Council use of Berth** The Council reserves the right to use or let out the assigned berth whenever the vessel is absent and without refunding the berth licence fee. The only exception to this is when the owner has fully adhered to the 'vacant berth scheme'. The Owner should give the Council at least 24 hours prior notice of intention to return to the Marina, failing which the Council accepts no liability should there not be a suitable alternative berth available upon the Owner's return, this being without prejudice to the Owner's obligation to pay the berth licence fee.
- 1.4.2 **Live On-Board Restrictions** Except with the prior written consent of the Council by the Harbour Master, no person shall use or permit the use of the vessel in the Marina as the only or main place of abode of any person and, without prejudice to the foregoing, no person shall use or permit the use of the vessel as accommodation for more than 21 consecutive days nor for more than one 180 days in total in any calendar year.
- 1.4.3 **The Council's Obligations Cease upon Termination** Any obligation of the Council towards the vessel ends upon the expiry or lawful termination of the licence.
- 1.4.4 **Recalculation of Charges Upon Notice**
- The fees and charges payable by the Owner may be increased or decreased or the basis for determination of the fees and charges payable may be varied from time to time by the Council.
  - Upon the Owner giving not less than 28 days' notice of departure in writing and having been a licence holder for at least the previous 12 months, the Council shall recalculate the fees and charges payable on the pro rata day by day basis or, if lower, the amount that would have been paid according to the Visitors Rate as published in the current Royal Harbour Marina Schedule of Fees and Charges.

- If the Owner has been a licence holder for less than 12 months, the pro rata day by day element above will be recalculated upwards at the summer and winter rates, insofar as they apply, up to a maximum of the amount that would be payable if the original licence term ran to completion, unless application of the Visitors Rate shall be lower, in which case that may be used.
- Summer and winter rate licences shall be recalculated on a pro rata day by day basis subject to a minimum term of 122 days being payable, unless application of the Visitors Rate shall be lower.
- For vessels on the under 7 metre rate, no pro rata reduction will be made other than to Visitor Rate if that is lower. Settlement discounts will be cancelled in the event of early termination. This rate only applies to pre-existing customers and is no longer available.
- Western outer marina licences shall be recalculated on a pro rata day by day basis subject to a minimum term of nine months being payable, unless application of the Visitors Rate shall be lower.

1.4.5 **Alterations of Terms and Conditions** The Council reserves the right to alter these Terms and Conditions annually or by giving one month's prior written notice to the Owner.

1.4.6 **Under the Data Protection Act (1998)** The Council may share your personal data with relevant enforcement agencies for the prevention and/or detection of crime.

## 1.5 FINANCIAL

1.5.1 **Payment** The Owner shall pay any valid invoice submitted in respect of the berth or any other goods and service provided by the Council upon receipt of the invoice unless other terms have been expressly agreed in writing. Payment shall be deemed to be made when cleared into the Council's account.

1.5.2 **Unpaid Accounts** Any invoices that remain unpaid after their due date will be referred to the Council's Debt Recovery Section and the costs of any proceedings or bailiffs charges will be added to the outstanding debt and recovered accordingly.

1.5.3 **Termination refund** Should the Owner terminate the berth by providing the appropriate notice, as per 3.5 above and provided their account is up to date, the owners account will be reviewed and any over payment will be refunded.

1.5.4 **Breach refund** Where termination is as a result of the Owner's breach, the Owner shall not be entitled to a refund of any monies paid to the Marina. The Marina reserves all rights of action in respect of any outstanding sums owed by the Owner.

### 1.5.5 Measurement of Boats

- For all purposes boat length shall be calculated including all davits, bowsprits, bumpkins, boarding ladders, sterndrives, tenders, outdrives, outboards, rudders, pulpits and pushpits and any other extension fore and aft of the boat.
- Fractions of a metre of 0.5 and above are rounded up (including davit and bowsprit); minimum charge length is 6m.
- The Council reserves the right to measure any boat at any time and to charge the Owner of the boat additional fees (if appropriate) if the length of the boat is greater than that notified to it by the Owner.

1.5.6 **Vessels in Boat Park** The permanent berth holders rate will be applied to the number of vessels in the boat park that is equal to or less than the number of permanent berths per customer in the Inner and/or Outer Marinas. Additional vessels within the boat park will incur the visitor rate.

1.5.7 **Call out charges** The Council reserves the right to charge a call out fee as per the published fees and charges, for a Dock Master and / or a Technicians time outside of the normal working hours in responding to a request where the fault lies with the Owner and not the Council.

## 1.6 LEGAL POWERS

1.6.1 **Lien** The Council shall have a lien upon the vessel until all sums payable by the Owner to the Council in respect of the vessel have been paid and the Council expressly reserves the right to claim a possessory lien upon the vessel in respect of any money claim.

- 1.6.2 **Termination** The Council shall have the right (without prejudice to any other rights in respect of breaches of these Terms and Conditions by the Owner) to terminate the licence granted to the Owner in the following manner in the event of any breach by the Owner of any of these Terms and Conditions or of any failure by the Owner to make any payment due to the Council. If the breach is capable of remedy or the Owner has failed to make any such payment, the Council may serve notice on the Owner specifying the breach or the failure to pay and requiring them to remedy the breach or pay the amount due within 14 days.
- 1.6.3 **Power to Remove** 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, the Council may serve notice requiring the Owner to remove the vessel from the Marina with 14 days. Such notice shall be served on the Owner by affixing it on the vessel or by posting it by recorded delivery to the Owner's last known address.
- 1.6.4 **Vessel Removal** If the Owner shall fail to remove the vessel within 14 days (whether under this condition or otherwise) the Council shall be entitled:-
- 1.6.4.1 to charge the Owner at the Visitors Rate as published in the current Royal Harbour Marina Schedule of Fees and Charges between the date of termination and removal of the vessel from the Marina, and
- 1.6.4.2 at the Owner's expense and risk (save in respect of loss or damage caused by the Council's negligence during such removal), to relocate the vessel within the Marina or remove the vessel from the berth and thereupon secure it elsewhere in some other storage area within the Marina and thereafter to charge the Owner with all costs arising out of such relocation or removal including alternative berthing, handling and storage fees.
- 1.6.5 **Power of Sale** Where payments are overdue in respect of the vessel, the provisions of the Torts (interference with Goods) Act 1977 which confers power of sale upon bailees in the circumstances set out in the Act shall apply. Sale of the vessel shall not take place until statutory notice has been given to the Owner or the Council has taken reasonable steps to trace the Owner in accordance with the Act.
- 1.6.6 **Abandoned, Lost and Uncollected Items** The provisions of section 41 of the Local Government (Miscellaneous Provisions) Act 1982 shall apply in relation to abandoned items. Where the vessel or any other item of property belonging to the Owner are abandoned at the Marina and the Council has taken reasonable steps to trace the Owner and serve them with a notice requiring them to collect the vessel or other items of property within one month of the date of the notice and the Owner has failed to comply with the said notice, title shall vest in the Council who shall be entitled to dispose of or sell any such vessel or other property. Where the Council is satisfied after reasonable enquiry that it is impossible to serve the Owner with such a notice, title shall vest in the Council six months after the vessel or other items of property have been abandoned by the Owner.
- 1.7 MOORING**
- 1.7.1 **Manner of Berthing** The Owner shall berth the vessel in such manner and position as the Council may require and the vessel shall be provided with all necessary warps and fenders by the Owner.
- 1.7.2 **Manner of Manoeuvring** The Owner, when entering or leaving or manoeuvring the vessel in the Marina, shall do so at such speed and in such manner as not to endanger or inconvenience other vessels in the Marina.
- 1.7.3 **Manner of Access / Egress** The Owner is responsible for the provision of a suitable means of access and egress to and from the vessel at all times, for themselves, their crew and their visitors.
- 1.8 SECURITY ACCESS, ELECTRICITY SYSTEMS AND WATER SUPPLY**
- 1.8.1 **Security** All vessel owners need to ensure that the highest levels of security are maintained within all Marinas, and ensure that gates/doors are shut behind them, not leave any gates/doors propped open and to not permit persons to follow them through a marina gate/door if they are unknown to them.
- 1.8.2 **Electricity supply** Electricity is provided via either a metered lead or pay as you go system and is charged per KWh- £ (subject to market price). Both systems incur a standing charge which is detailed within the Marina Fees and Charges.
- 1.8.3 **I-Buttons** One 'i-button' for the pay as you go electricity and access point system will be issued free of charge to each berth holder. A charge will be payable for any additional or replacement 'i-buttons' as per the Marina Fees and Charges.

- 1.8.4 **I-Button surrender** For security purposes, all 'i-buttons' must be surrendered to the Harbour Office upon termination of the Berthing Licence.
- 1.8.5 **Sufficient credit availability** Every berth holder must ensure that their 'i-button' account has sufficient credit available to enable electricity to be drawn. Where insufficient credit is on a berth holder's account, the electricity supply will stop.
- 1.8.6 **Liability** The Council shall not be liable whether in contract, tort or otherwise, for any loss or any damage of whatsoever nature caused to any vessel or vehicle or other property of the Owner as a result of any failure in the supply of electricity to a vessel or of the malfunctioning of the electricity system and ancillary services provided at the Marina or for any losses suffered by the berth holder as a result of an 'i-button' being lost or stolen or used by a third party without the berth holder's consent.
- 1.8.7 **Supply of utilities** (water and electricity) The Council does not guarantee the supply of water and electricity to vessels at all times. There may be times when due to maintenance or loss of service the council are unable to guarantee supply of services. The Council reserves the right to disconnect a vessel from the marina supply without giving notice should the vessel be exhibiting a risk to the authority.
- 1.8.8 **Electricity cable connection** Only one vessel may be connected to any one power socket outlet.
- 1.8.9 **Electricity cable** The connecting flexible cable must be in one length, without signs of damage, and not contain joints or other means to increase its length. Any round pin to square pin adaptors must be connected within the vessel in a protected location.
- 1.9 PREVENTION OF NUISANCE**
- 1.9.1 **Respect for Others** The Owner shall not use any noisy noxious or objectionable engines, radios or other apparatus or machinery within the Marina so as to cause any nuisance or annoyance to the Council or to any other users of the Marina or to any other person residing in the vicinity of the Marina and the Owner undertakes for themselves, their guests and any other person using the vessel that they shall not behave in such a way as to offend as aforesaid. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.
- 1.9.2 **Antisocial Behaviour** The Council will not tolerate any anti-social behaviour, in particular, any abusive, offensive or drunken behaviour towards the Marina staff, other Marina users or visitors within the publically accessible areas of the estate. This may result in the immediate termination of the Berthing Licence.
- 1.9.3 **Refuse / Waste / Sewage** No refuse, waste oil or sewage shall be thrown overboard or left or disposed of in any way within the Marina other than in the receptacles provided by the Council or by removal from the Marina. Only refuse of a Domestic / daily nature may be deposited in the receptacles provided. All other items to be taken away and disposed of by the Owner. No ash shall be thrown overboard, it is to be left until cold and then disposed of in the appropriate receptacles provided by the Council.
- 1.9.4 **Bilge systems** To comply with environmental protection statute, the Owner must have adequate provision to avoid discharge of oil from vessel bilges. i.e. use of regularly renewed oil absorbent socks placed in bilge.
- 1.9.5 **Animals**
- Any animals brought into the Marina by the Owner or other persons visiting the Owner's vessel shall keep such animals under proper control at all times.
  - Animals must be kept on a lead, and must not foul any area within the Marina.
  - Animals must not be left tied to pontoons.
  - The Owner shall be responsible for ensuring that any fouling of the Marina is immediately cleared up and that it is not disposed of on or into the harbour/marina waters, but double bagged and placed in the waste receptacles provided.
  - Owners with animals that are being brought in from mainland Europe need to make use of the 'Pet Passport' scheme. The nearest point of entry is via the ferry operations at the Port of Dover.

1.9.6 **Wild Birds** The feeding or attracting of wild birds to the Marina is prohibited.

1.9.7 **Pontoons and walkways** must be kept clear at all times.

## 1.10 **LIABILITY AND INSURANCE**

1.10.1 **Liability** The Council accepts no responsibility for loss of or damage to any other vessel or items of property belonging to the Owner left at the Marina without its express consent save as may be implied by law.

1.10.2 **Indemnity** The Owner shall indemnify the Council against all loss, damage, costs, claims or proceedings incurred by or instituted against the Council, its servants or agents which may be caused by the vessel or other items of property belonging to the Owner within the Marina or by the Owner's 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 Council, its authorised officers, servants or agents.

1.10.3 **Insurance** The Owner shall maintain third party insurance in respect of themselves and the vessel, their crew for the time being and their agents, visitors, guests and subcontractors in a sum of not less than £3,000,000 or such other sum as the Council may from time to time direct in respect of accident or damage and, in respect of the vessel, adequate salvage insurance. Such insurance shall be affected and maintained in an insurance office of repute and the Owner shall keep the Council provided with a copy of the current Certificate of Insurance throughout the licence period. The Council reserves the right to implement at the Owner's expense third party only insurance in the event of non-compliance with this condition.

1.10.4 **Disclaimer – Vessels and Property** The Council shall not be liable whether in contract tort or otherwise for any loss, theft or any other damage of whatsoever nature caused to the vessel or any other item of property belonging to the Owner or to any other person 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 Council, its authorised officers, servants or agents.

1.10.5 **Disclaimer – Injury or Damage to Person or Property** All persons using the Marina or its facilities for whatever purposes and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the Marina or facilities was caused by or resulted from the negligence or wilful act of the Council, its authorised officers, servants or agents.

## 1.11 **WORK ON VESSELS**

1.11.1 **Work on Vessel** No work shall be carried out at the berth other than routine maintenance or minor running repairs to the vessel. Works carried out shall not cause a nuisance or annoyance to other users of the Marina. All other works shall be carried out in the boat park or at a berth or place within the Marina designated by the Harbour Master for that purpose.

1.11.2 **Work notification** The Owner must notify the Council in advance when they, or their appointed contractor, intend to undertake major repair or maintenance works (i.e. not routine repair or maintenance) on the vessel. The owner needs to ensure that their appointed contractor is fully aware of the requirements of the clauses in this section (11. Work on Vessels) and also Section 2 – Services and Boat Park Terms and Conditions.

1.11.3 **Contractors** Prior to commencing any work on the vessel, the contractors must complete an application for a licence, provide proof of their third party liability insurance cover to a minimum of £5,000,000 (or such sums as determined by the Council from time to time), have such application approved by the Harbour Master, and pay the appropriate fee.

1.11.4 **Major Works** Any major works, for example shot blasting, sand sweeping of the hull or superstructure and hot works will require written consent in the form of a licence and a permit to work, which may be granted following receipt of a method statement and risk assessment where required. Some of the works undertaken within the Marina Estate may require certain procedures to be followed, which will be explained when booking to go into the boat park. Contractors are bound by the byelaws and all other regulations relevant to the Marina and should show consideration for other Marina users. The Council reserves the right at its sole discretion to refuse to permit contractors to enter upon and work within the Marina. Sufficient measures will also need to be put in place to control environmental pollution.

- 1.11.5 **Gas bottles, hazardous substances and flammable liquids** All Owners and their contractors must ensure they comply with the Control of Substances Hazardous to Health (COSHH) legislation.
- 1.11.6 **Waste disposal** Contractors must ensure that all waste associated with the work they have undertaken is placed in the receptacles provided. No waste is to be left at the location where the work has been undertaken or anywhere else in the Marina.
- 1.11.7 **Non-compliance** If any of the above conditions are not met, contractors will be asked to leave the site. Where the area is not left clean and tidy on the completion of work, the Council reserves the right to clear the area and claim the associated costs from the owner.
- 1.11.8 **Rights for refusal** The Council reserves the right, at its discretion, to refuse to allow contractors who it deems unsuitable for whatever reason to enter the Marina to perform any works on a vessel and such refusal shall be notified to the Owner immediately by the Marina.
- 1.11.9 **Method Statements and Risk Assessments** The Council reserves the right to request copies of relevant method statements and risk assessments in connection with any major works to be carried out which impinge on the Marina's land or operation, in which case works may only start after the Council has fully considered these documents and given its written consent by the issue of a permit to work.
- 1.11.10 **Liability** Any works undertaken on a vessel are at the Owner's risk and the Council accepts no liability for any loss or damage that may occur as a result of such works. Should any damage be caused to another vessel resulting from the works the Owner or their appointed contractor is undertaking, it will be the Owners responsibility to resolve the issue and will not be directed through to the Council.
- 1.11.11 **Additional charge** The Owner also acknowledges and accepts that should the works involve the use of additional space at the Marina, the Council reserves the right to levy an additional charge for the use of such space for the duration of the works.
- 1.12 SAFETY**
- 1.12.1 **Fire Precautions** The Owner shall take all necessary precautions against the outbreak of fire in or upon the vessel and the Owner shall observe all statutory and local regulations and orders of the Council relative to fire prevention. 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.
- 1.12.2 **The Council's Right to Act on Safety Grounds** If in the Harbour Master's opinion such act be necessary for the safety of the vessel or for the safety of other users of the Marina or for the vessels or for the safety of the Marina plant or equipment, the Council 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 the Council, its authorised officers, servants or agents, the Council's reasonable charges in relation thereto shall be paid by the Owner.
- 1.12.3 **Sail-boarding, jet skiing, swimming,** diving, fishing and the like are prohibited in the Marina, without the express written permission of the Harbour Master.
- 1.12.4 **Young Children** Must wear adequate life jackets and must be supervised by a responsible adult at all times while in the Marina.
- 1.12.5 **Buoyancy aids** It is recommended that all Marina users and their visitors wear appropriate buoyancy aids when within two metres of open water.
- 1.12.6 **Dangerous, flammable, poisonous or noxious substances, spirit, oil or fluid** must not be brought into the Marina except in properly secured containers, staunch against leakage and in compliance with relevant legal requirements.
- 1.12.7 **Bicycles** must not be ridden or left on pontoons. Bike racks are available on the Crosswall.
- 1.12.8 **Safety precautions** Vessel owners are to ensure that all visitors to their vessel are aware of all safety precautions and emergency equipment / escape routes.
- 1.12.9 **Customer safety and wellbeing** Due to the nature of the site, we ask that customers who have impaired mobility or health conditions that may require emergency assistance to ensure that they have

adequate means of raising an alarm in the event of an incident taking place such as an emergency personal alarm pendant or similar. Ramsgate Royal Harbour prides itself on providing a professional and friendly service. Any harbour users who experience difficulty in accessing the site or its facilities due to restricted mobility or disability are welcome to contact the office to discuss how we can help.

### **1.13 USE OF RAMSGATE ROYAL HARBOUR MARINA FOR COMMERCIAL PURPOSES TERMS AND CONDITIONS**

- 1.13.1 These terms and conditions are supplementary to the Marina Terms and Conditions and apply to any Owner of any vessel berthed at the Marina that is used in connection with commercial activities and for the purposes of these terms and conditions, the term "Owner" shall include the person(s) responsible for the commercial activities.
- 1.13.2 By continuing to berth the vessel and undertake the commercial activities based from the Marina and operating in or around the harbour, the Owner agrees to observe and comply with the following terms and conditions.
- 1.13.2.1 The Owner must declare to the Council the nature of the commercial activities that it is undertaking from the Marina.
- 1.13.2.2 The Owner warrants that it has complied with all laws, regulations and policies relevant to the commercial activities it undertakes at the Marina and has the necessary current authorisations, licences and certification from the relevant authorities to undertake such activities.
- 1.13.2.3 The Owner must be competent by reason of qualification, skill and/or experience to carry out all commercial activities at the Marina safely at all times in line with established good practice.
- 1.13.2.4 The Owner must ensure that all staff are fully competent, trained and, if appropriate, licensed or certificated to undertake the activities they are being asked to carry out. Training must include induction training which, as a minimum, must highlight hazards within the Marina and place emphasis on the safety of visitors at all times while in the Marina.
- 1.13.2.5 The Owner owes a duty of care towards its staff, contractors and any visitors brought into the Marina in connection with the Owner's commercial activities. The Owner must ensure that all members of staff, contractors or visitors understand the Council's and the Owner's commitment to working to high standards of safety and that they are fully briefed on any hazards relevant to the particular commercial activity.
- 1.13.2.6 The Owner must comply with all safety legislation and must inform staff or visitors of any safety legislation that applies to them. In particular, the Owner must ensure that appropriate oversight and instructions are given to visitors to ensure their safety when embarking or disembarking the vessel. Visitors should be properly supervised and marshalled by the Owner or their staff while in the Marina.
- 1.13.2.7 The Owner must undertake and document a site specific risk assessment taking into account all persons at risk and conduct all its activities in the Marina in accordance with such risk assessments, health and safety guidelines and these terms and conditions. The Owner must supply a copy of the risk assessment to the Council upon request and from time to time when it is updated. The Owner must undertake a dynamic risk assessment on each occasion that it is running a commercial service from the Marina, which takes into account (amongst other things) the prevailing weather conditions and other operational constraints.
- 1.13.2.8 The Owner must issue suitable personal protective equipment (PPE) to the appropriate BS/en standard, but not less than class 2 in respect of hi-visibility clothing, and provide instruction on, and monitor the wearing of, PPE where PPE is required as a result of any risk assessment or signage in the relevant area.
- 1.13.2.9 The Owner must report any safety or environmental occurrence/incident/accident immediately to the Dock Master or Port Control.
- 1.13.2.10 The Council reserves the following rights:
- a) to review the Owner's safety systems, risk assessments and operating procedures following any reported accident/incident/near miss arising as a result of the Owner's commercial activities;

- b) to assess the Owner's vessel involved in the commercial activity undertaken, at any time and for any reason. Advance notice of the assessment will be given where reasonably practicable to do so;
- c) to undertake random checks of the Owner's commercial activities in the Marina to ensure that the safety of staff, crew, contractors and visitors is not being compromised.

1.13.2.11 Any assessment carried out is not, in any way, intended to certify the Owner's vessel as fit for purpose nor does it sanction the activities or method of work that will be carried out by the vessel or its crew. This assessment is purely as a means of documenting, for the Council's use only, the general condition of the vessel at the time of the assessment and making any recommendations to the Council for any changes that may be required by the vessel to enhance the safe operation of the Marina/Port of Ramsgate.

1.13.2.12 Without prejudice to Clause 10.2 in Section 1 of the Marina Terms and Conditions, the Owner shall also be liable to indemnify the Council and its servants and agents against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Council or its servants or agents as a result of the Owner's commercial activities at the Marina.

1.13.2.13 The Owners shall provide evidence of insurance, these being public liability (minimum £5m cover) and employers liability (minimum £10m cover) to the Council.

1.13.2.14 For the avoidance of all doubt, the Council accepts no liability of whatsoever nature in connection with the Owner's commercial activities at the Marina, except where death or personal injury arises from the Council's negligence.

1.13.3 Visiting commercial operators must contact the Harbour Office in advance of their arrival. They will be expected to declare their intended activities and to provide a purchase order to cover these activities envisaged.

#### **1.14 RAMSGATE SMALL BOAT OWNERS ASSOCIATION (RSBOA)**

All RSBOA customers are subject to the Port of Ramsgate Terms and Conditions, these following terms and conditions are particular to RSBOA customers and must be adhered to.

1.14.1 Vessels up to a maximum length of 8m are eligible to join the RSBOA. Vessels over 8m are ineligible and need to apply to the council directly.

1.14.2 A berthing licence application form is required by the Council for all members of the RSBOA.

1.14.3 The RSBOA rate will only be applied once the Association have confirmed that the customer is a current member of the Association.

1.14.4 RSBOA customers can only berth in Marina spaces allocated to the Association. If a RSBOA customer is found in any other berth they will be asked to return to their assigned berth. Should the customer not move within the timeframe given, their account will be adjusted to the permanent berth holders rate and the RSBOA notified that the customer has vacated their RSBOA berth.

1.14.5 Current RSBOA membership fees must be paid when requested by the Association. If this is not undertaken then the council will consider that the customer has defaulted on the membership and their account will be adjusted to the Outer Marina rate.

1.14.6 To take advantage of the lower permanent berth holders rate in the Boat Park, RSBOA members need to be paying both the membership fees and their berthing fees. Members that are only paying their membership fees, but have not been allocated a RSBOA berth or paying berthing fees will be charged at the visitors' rate.

## **SECTION 2 – SERVICES AND BOAT PARK TERMS AND CONDITIONS**

### **2.1 DEFINITIONS**

For the purposes of this section, in addition to the definitions referred to in Section 1:

2.1.1 "Hirer" shall mean any person, body corporate or unincorporated association hiring the Service.

- 2.1.2. "Plant" shall mean all types of plant, tools, equipment, machinery and all accessories owned by the Council and required for the Service.
- 2.1.3. "Service" shall mean the shore service(s) to be provided by the Council, together with any associated services.
- 2.1.4. "Vessel" shall mean any boat and any part thereof in respect of which the Service is required.

## **2.2 AVAILABILITY AND PLANT**

- 2.2.1. The Service is subject to payment of the applicable charges as published in the Ramsgate Royal Harbour Fees and Charges.
- 2.2.2. Applications to hire the Service shall be made to the Harbour Office.
- 2.2.3. The Council will use all reasonable endeavours to provide the Service on the date requested (where specified). However the Council accepts no responsibility for delays (or any financial or other losses arising from such delays) which may arise in providing the Service due to any delay in the supply of Plant or through the breakdown of any Plant, due to adverse weather conditions or due to any cause whatsoever. In the event of any such delay the Service shall be provided as soon as is reasonably practicable.
- 2.2.4. The Council reserves the right at its discretion:
- 2.2.4.1 to refuse to provide the Service on the ground of safety or for any other reasons; and/or
- 2.2.4.2 to terminate provision of the Service without prior notice and without giving compensation in the event of any emergency occurring at the Port of Ramsgate/Ramsgate Royal Harbour Marina where the use of Plant or personnel involved in the Service is considered by the Council to be essential for the purposes of emergency relief work.

## **2.3 RESPONSIBILITIES**

- 2.3.1. The Hirer undertakes to advise the Council of all relevant information regarding the Vessel in respect of which the Service will be provided in order to ensure that the Council is able to render the Service as safely and efficiently as possible.
- 2.3.2. The Hirer shall ensure that when masts are to be removed all electrics are disconnected and bottle screws freed off. Final setting up and locking-off for a rig is the responsibility of the Hirer.
- 2.3.3. The Hirer acknowledges that high pressure hull wash-off does not include scraping off barnacles etc. The Council reserves the right to levy additional charges for badly fouled Vessels.
- 2.3.4. Without prejudice to the generality of the foregoing and although all reasonable care and attention will be taken during the provision of the Service, the Service will be provided at the Hirer's risk and the Council accepts no liability for any damage caused to the Vessel itself or to any other property during the provision of the Service and/or any period of Vessel storage ashore (as covered under Clause 3.5 below). The Owner and/or the Hirer shall indemnify the Council against all actions, claims, costs and demands in respect of any loss, injury, accident or damage arising out of or in consequence of the Service or storage of the Vessel ashore, unless such loss, injury, accident or damage shall be proved by the Hirer to be caused by wilful default or negligence on the part of the Council.
- 2.3.5. Shore storage:
- 2.3.5.1 The Council accepts no responsibility for the suitability of the area allocated for shore storage and the Owner accepts that use of such space for storing ashore a Vessel is at the Owner's risk.
- 2.3.5.2 The Council considers that it is undesirable and may be dangerous to store a Vessel ashore with the mast stepped and the Owner acknowledges such warning, which warning has been communicated to their insurers and, in consideration of their being permitted by the Council to store their Vessel ashore without unstepping the mast, the Owner hereby agrees with the Council as follows:
- a. to remove headsails, dodgers, spray hoods and mainsails furled on top of the boom. The outhaul/ halyard to be removed from in-mast/in-boom furling systems and the clew/head to be trapped by a lashing around the mast/boom;

- b. to indemnify and keep indemnified the Council and its insurers against all liability, costs, claims and demands howsoever arising in respect of any claim by any third party against the Council or its insurers resulting directly or indirectly from any incident, accident or otherwise occasioned directly or indirectly by the decision of the Owner not to unstep the mast of the Vessel or to remove or secure sails and rigging;
- c. not to make any claim against the Council or its employees or agents in respect of any destruction or damage to the Vessel or its mast or gear or in respect of any other loss arising directly or indirectly from any accident incident otherwise occasioned by the failure of the Owner to unstep the mast of the Vessel or remove or secure sails and rigging;

2.3.5.3 While the Vessel is stored ashore, the Owner also agrees with the Council:

- a. not to access the Vessel for anything other than the removal of personal effects or in connection with any maintenance works. Staying on-board the Vessel while it is stored ashore is strictly prohibited;
- b. not to remove or adjust any Plant such as props or supports used in connection with the storing of the Vessel ashore. The Owner acknowledges that any removal or adjustment of such items shall be at the Owner's risk and the Owner undertakes to indemnify the Council against any resultant loss or damage;
- c. not to cover the Vessel with a tarpaulin or any similar items or do anything to the Vessel which may destabilise it while the Vessel is stored ashore;
- d. to indemnify and keep indemnified the Council and its insurers against all liability, costs, claims and demands howsoever arising in respect of any claim by any third party against the Council or its insurers resulting directly or indirectly from the storage of the Vessel ashore and /or a breach of these terms and conditions by the Owner and/or any actions or omissions by the Owner whilst the Vessel is stored ashore;
- e. to keep in force at all times, whilst the Vessel shall be stored ashore at the Council's premises, a policy of insurance covering such injury, accident and loss with an insurance office of good repute and in such amount (being not less than £3,000,000 in respect of any one accident or incident) as the Council shall deem satisfactory and to produce to the Council upon demand a copy of the said policy and the last premium receipt thereof together with confirmation from the insurers that they are aware of the risks involved in the storage of the Vessel ashore with the mast stepped where appropriate;
- f. where the customer provides a cradle for the vessel then the vessel must be secured to the cradle.

2.3.6. The Owner acknowledges and accepts that while a Vessel is in a hoist, the Owner will not be permitted to undertake pressure washing.

2.3.7. Where the Owner has requested a lift out and subsequently requests a lift in, the terms of this Clause 3 shall apply equally to both services.

2.3.8. The Hirer shall punctually pay all relevant dues and charges properly levied by the Council for the provision of the Service, which dues and charges are detailed elsewhere within the Ramsgate Royal Harbour Fees and Charges. The Council reserves all rights in respect of any non-payment.

2.3.9 The Hirer or their representative shall in every occurrence counter-sign the job sheet to agree the total time spent on the task in hand.

2.3.10 The Hirer or their representative shall not be permitted to remain on the vessel whilst in the boat hoist for health and safety reasons.

## **2.4 BOAT PARK GENERAL PRACTICE**

- 2.4.1 All use of the Marina boat park is subject to the Terms and Conditions published in Section 1 and 2.
- 2.4.2 All vessels within the boat park must be covered by the appropriate insurance (see Terms and Conditions).
- 2.4.3 Vehicles must display a current parking permit and must not be left unattended in the boat park. Vehicles must be moved upon request by the Marina staff. Please park considerately.
- 2.4.4 All contractors are required to have a valid Contractor's Licence, and where necessary a permit to work, and must report to the Harbour Office prior to commencing work.
- 2.4.5 All contractors must have a valid harbour parking permit for their vehicles.
- 2.4.6 No hot work is to be undertaken without the permission of the Harbour Master/Port Engineer.
- 2.4.7 Shot/slurry blasting must not be undertaken without prior permission from the Harbour Master/Port Engineer.
- 2.4.8 Please keep the area around your vessel clear. All equipment/materials must be stored aboard your vessel. Facilities for waste oil, oil filters and batteries are located within the boat park.
- 2.4.9 If scraping paint/antifoul/plant or animal matter off, please sheet off under your vessel and collect all scraping for disposal.
- 2.4.10 Do not leave detachable electronic equipment or tools on board.
- 2.4.11 Ladders should not be left in place when not in use.
- 2.4.12 No one is allowed to stay on board vessels overnight whilst in the boat park.
- 2.4.13 No animals are to be left on board vessels or unattended at any time within the boat park.

## **2.5 BOAT PARK SAFETY**

- 2.5.1 The boat park is an active working area. In order to protect yourself and others, please work safely and observe the following guidelines:
- 2.5.2 Hull supports must not be moved other than by Marina staff.
- 2.5.3 Children are not permitted to play in the boat park and must be supervised at all times.
- 2.5.4 No liquids or flammable materials should be stored under vessels.
- 2.5.5 Fire extinguishers are positioned around the yard to supplement the expected precautions of the Owner. Please familiarise yourself with their location.
- 2.5.6 Check power cables are in good condition and of an approved type for outdoor use.
- 2.5.7 Remove and stow all trailing cables when not in use.
- 2.5.8 Ensure ladders are properly secured to your vessel and remember that ladders are for access; work from proper staging and platforms.
- 2.5.9 Please ensure there is minimum amount of windage on deck. Remove sails, spray hoods and dodgers.
- 2.5.10 Take extra care in wet, windy and icy conditions.
- 2.5.11 Avoid trailing cables.
- 2.5.12 Keep work area free from trip or slip hazards.
- 2.5.13 Ensure that you are fully conversant with any hazards that maybe exhibited by materials used.

## **SECTION 3 - VEHICLE PARKING TERMS AND CONDITIONS**

- 3.1.1 **Parking spaces** The allocated parking spaces are owned by Thanet District Council. The holding of a permit does not guarantee that a parking space will be available when and where required.
- 3.1.2 **Motor Vehicles and Parking** Motor vehicles will only be permitted to be parked on the estate within allocated spaces and displaying a current parking permit.
- 3.1.3 **Permits** Parking permits issued do not confer any right or entitlement to a particular space or priority over other users.
- 3.1.4 **Fee** The annual permit fee is as per the published fees and charges, runs from the 1 April to the 31 March, will be adjusted for part years and is non-refundable. All permits must be paid for in full upon issue and can only be purchased by the berth holder.
- 3.1.5 **Administrative charges** There is an administrative charge for the replacement of lost permits, as detailed within the published fees and charges. If you change your vehicle or need to add further registration number(s), a new permit will be issued, subject to the old permit being surrendered. There is an administration charge to amend parking permits as per the published fees and charges.
- 3.1.6 **Leopold Street multi storey** Annual harbour parking permits can park in Leopold Street multi storey at any time. *Please note: the ground floor is available 24/7, the remaining floors are closed between 19.00 and 07.00 hours daily.*
- 3.1.7 **Registration numbers** Each permit can have up to 3 registration numbers, but only 1 vehicle may park within the harbour area / Leopold Street multi storey car park at a time. The permit is only valid for the vehicle registration(s) printed on the permit.
- 3.1.8 **Permit display** The permit must be displayed so that it can be seen clearly from the outside. Failure to clearly display the permit may result in a Penalty Charge Notice being issued.
- 3.1.9 **Pay and Display locations** The permit issued for parking within the Harbour area is not valid within Pier Yard or Military Road pay and display car park areas.
- 3.1.10 **Space availability** There is a limited amount of car parking available within the Marina area. The purchase of permits is restricted to boat owners and marina property lessees for their specific use, and cannot be purchased for third parties. The car parking system is as follows:  
  
**Permit 1:** This will be for the berth holder only, at the annual rate, and will facilitate parking within the marina area and Leopold Street multi storey.  
  
**Permit 2:** This is for a second berth holder / crew member, at the annual rate, and will facilitate the same parking zones as the first permit.  
  
**Permits 3-5:** For additional and up to the total of allowance, the annual fee is as per the published fees and charges: This will enable parking at Leopold Street multi storey only. Parking within the marina area will be prohibited.
- 3.1.11 **Size limit** Only cars, trucks and vans up to a maximum of a long wheel base panel van (length 5.75m and width 2.0m) in size are allowed to park within the Harbour car parking areas. Trailers must be parked within the Boat Park or Container Yard with prior approval and fee paid to the Harbour Office. Caravans are not permitted on site. Motor homes are not permitted on site unless they fall within the maximum size limit given above for a long wheel base panel van; motor homes will not be permitted to remain on site overnight. Parking within the Leopold Street multi storey car park is limited by the size as detailed at this location. Vehicles must not exceed the size of a standard parking bay (4.8m x 2.4m approximately).
- 3.1.12 **Disabled parking**, ie the Blue Badge scheme does not apply within the Harbour area. All vehicles require a valid parking permit issued from the Marina Office or the Harbour Office. Short term drop off points are available at the Inner East and Inner West entry points on the Crosswall for Harbour permit holders with a Blue Badge for the purpose of loading and unloading only.
- 3.1.13 **Loss or damage** Thanet District Council will not be liable for loss or damage or the fittings or the contents thereof, or injury to any person however such damage or injury made be caused.

- 3.1.14 **Speed limits** throughout the Marina premises must be adhered to at all times by the Owner and any persons / vehicle associated with them.
- 3.1.15 **No car maintenance** or washing thereof is permitted on the Marina whatsoever.
- 3.1.16 **Long term parking** of more than 2 weeks, is not permissible without the written permission of the Harbour Master.
- 3.1.17 **Driver and Vehicle Standards Agency (DVSA)** All vehicles must comply with the DVSA requirements, ie taxed, insured and valid MOT, where applicable. Vehicles which are SORN (Statutory Off Road Notice) are not permitted on site..

#### **SECTION 4 – LIVE ON-BOARD TERMS AND CONDITIONS**

All Live on-Board customers are subject to the Terms and Conditions published in Section 1 and 2. These following terms and conditions are particular to Live on-boards and must be adhered to.

- 4.1.1 **Live on-board** Vessel owners can only live on-board once approval has been given by the Harbour Master.
- 4.1.2 **Council Tax** All vessels where the owner lives on-board attract Council Tax. Once the Harbour Master has approved for the owner to live on-board the Council will be notified and will bill the owner accordingly.
- 4.1.3 **Post** For those owners that live on-board, the Harbour Office will take delivery of post, and it is the responsibility of the owner to collect this on a regular basis.
- 4.1.4 **Prescriptions and medical supplies** The Harbour Office will not take delivery of any medicines or medical supplies, the owner will need to make alternative arrangements for this.
- 4.1.5 **Parcel deliveries** If a parcel delivery is expected the Owner will need to make the Harbour Office aware so that contact can be made once delivered and these will need to be collected promptly so as not to cause a health and safety risk within the Harbour Office. If the items are particularly large and heavy, and the office are aware, it may be that the delivery can be directed to the nearest access point for your ease in transferring to your boat.
- 4.1.6 **Use of on-board solid fuel / wood stoves** All flues must be fitted with a spark arrestor and selected fuels must minimise any potential issues to surrounding vessels. All vessels should have adequate ventilation and a suitable on-board fire extinguisher to hand should an incident occur. All vessels should be fitted with a smoke alarm and a carbon monoxide detector alarm. No ash shall be thrown overboard, it is to be left until cold and then disposed of in the receptacles provided by the Council.
- 4.1.7 **TV Licensing** All live on-boards that have and watch a TV on their vessel are expected to comply with the TV licensing requirements. No TV / satellite dish and / or TV pole for an aerial are to be left or attached to the pontoons, piles or walkways.
- 4.1.8 **Pump out facility** Live on-boards must comply with our environmental policies and not discharge sewage into the marina. Should Owners choose to use their on-board toilet connected to a holding tank then pump out facilities are available at a charge through the Dock Masters.

#### **SECTION 5 – CONTAINER YARD LICENCE TERMS AND CONDITIONS**

- 5.1.1 **Container Hire - TDC owned** There are containers available for hire within the Container Park at Ramsgate Royal Harbour. There are separate terms and conditions, along with an application form that needs to be completed to request use of one of these containers.
- 5.1.2 **Container Space Hire – Privately owned** There is limited space available for the placing of a privately owned container within the Container Park at Ramsgate Royal Harbour. There are separate terms and conditions, along with an application form that needs to be completed to seek a space to place a container.