



TOLLESBURY SALTINGS

YACHT BERTHING/HARDSTANDING REGULATIONS

1. No alterations are to be made to any landing stages, walkways or other structures without the written consent of the Company.
2. No landing stages, walkways or other structures are to be constructed on the Company Premises without the written consent of the Company.
3. No excavating, digging or other work is to be done to the Berth, surrounding saltmarsh or any other Premises belonging to the Company without the Company's written consent.
4. The vessel will be kept in a clean and tidy condition and other than the gear and accessories usually used with such a vessel will not be used for storage purposes and in particular the vessel will not be used or made use of in any way which could cause excessive noise, nuisance or annoyance to the Company, its customers or members of the public.
5. The Owner will not place or allow to be placed over or on any pathway, walkway or landing stages any rope, cable, gear or equipment.
6. It shall be the responsibility of the Owner to ensure that the vessel is securely moored and to comply with the requests of the Company as to the manner and position of the mooring.
7. The Owner must not adjust or change the mooring arrangement of another vessel. Any issues must be reported to the Yard Manager.
8. The Owner, guests and invitees shall have a right of access on foot only to the berth over the Company's Premises on the footways and paths provided, avoiding walking unnecessarily on the adjoining saltmarsh.
9. A speed limit of 3 knots shall be observed whilst within the limits of the Company's Premises.
10. The Company's Premises lies within a Site of Special Scientific Interest and as such is a Protected Area. Owners shall pay particular attention to not damage the flora and fauna of the site by any means, especially including oil/paint products and rubbish pollution.
11. The annual berthing/hardstanding fee shall be paid by monthly Bank Standing Order on the first of the month.
12. If any sum due, berthing or otherwise, is more than fourteen days in arrears then interest at 4% over base rate of Barclays Bank plc will be charged on such arrears until the same are paid to the Company. A fee will be made for each correspondence made in respect of overdue accounts.
13. Car parking – a valid parking disc must be displayed; the Company reserves the right to make additional charges for vehicles; Owners wishing to park vehicles for extended periods must seek the approval of the Company; vehicles causing obstruction may be removed.
14. The mooring charge includes one tender up to 3 meters LOA per vessel; larger tenders are liable to an extra charge.
15. Tenders shall not be left on the banks or top of the saltmarsh as this can cause damage and erosion. Offending boats will be removed.
16. Tenders shall be marked with the current parent vessel's name. Unnamed boats will be removed and disposed of.
17. Trailers left on Company Premises will be charged at the published rates.
18. Water stand pipes are provided on the Company Premises. Some stand pipes require lockshield keys, available from the Yard Manager for a £5 deposit. Hoses and fittings are not provided. Hoses must not be left connected to the stand pipe. Hoses should be thoroughly flushed through before filling tanks. Hoses are used at the Customer's own risk. The Company does not assure water service in adverse conditions.
19. Fin keel, long keel or other vessels considered by the Company to be unstable must have their masts removed prior to storage ashore.
20. Vessels set-down ashore for storage will be charged for shoring/chocking where the Company considers this to be necessary for safety. This includes cradles and trailers which require adjustment.
21. Customers must not adjust or remove props/chocks that TSL has used to secure a vessel on the hardstanding. Contact the yard manager if changes are required.
22. Stepping and un-stepping of masts: excessive time taken to slacken rigging, un-seize fittings, remove sails and spars etc. is chargeable.
23. Mast head gear: the Company will not be responsible for mast head gear during the stepping and un-stepping of masts. The Owner must ensure such gear is removed beforehand.
24. Any licence to berth, moor or store ashore confers on the Owner no security of tenure of the Berth, mooring or storage facility or any residential status.
25. Vessels are to be maintained in a seaworthy condition and shall have a working means of propulsion.
26. Any change to the Company Regulations or any change to an agreement between the Company and the Owner shall be in writing and no warranty, condition, description, term or representation is given or to be implied by anything said or written in the negotiations between the parties or their representatives prior to the changes being recorded in writing.
27. This new Agreement re-states and supersedes any previous contract between the Company and you, the Owner, and any such contract shall cease to be of any continuing effect. No warranty, condition, description, term or representation is given or to be implied by anything said or written in the negotiations between the parties or their representatives prior to this Agreement.