
TERMS OF BUSINESS

Boatyard safety

If you are using the boatyard, please follow our boatyard safety guidelines.

- Vessels with mast (s) in place are more at risk in severe weather conditions. All Sails on head stays and dodgers must be removed from vessels prior to being lifted out. On lift out, if sails etc. are still fitted, a removal charge will be made and may delay the lift out.
- Please contain all dust/debris from any works on your vessel. All sanding must be done with extraction in place. No paint, paint dust or wet sanding water should be allowed to contaminate the ground.
- It is the owner's responsibility to ensure the vessel is watertight prior to launch.
- Beaulieu Enterprise Ltd will not be held responsible for any damage caused to logs & skin fittings when lifting. Blanks should be fitted as best practice. Boats should be marked along the deck edge for location of lift strops, or owners to be on hand to advise.
- No living / sleeping on board boats ashore
- Whilst boats are ashore, no person is allowed to climb the mast or be hoisted aloft.
- Engines must not be started whilst the boats are ashore unless agreed in advance with the harbour office, and only for essential works.
- All rubbish, including discarded paint and solvent tins must be disposed of in the correct bins provided. The area around your boat must be kept clean.
- Do not contaminate the general waste or recycling bins with hazardous items. This will result in extra charges.
- Do not pour waste liquids down the drains or into the river.
- Be considerate to neighbours when using machinery especially in later hours of the day. Noise should be kept to a minimum.
- No welding, work with naked flames, grit/sand/water blasting or spray painting may take place in the boatyard without prior agreement.
- No smoking in the buildings.
- Boat shores, stands and cradles are NOT to be moved by anyone other than Harbour Staff.
- No use of sea toilets, sinks, showers or other through hull exits.
- Noise levels to be kept to minimum after 18:00 hours
- Contractors must be adequately insured and report to the Harbour Office on arrival and departure. Contractors are required to hold third-party liability insurance policy for a minimum of £3 million cover. Contractors should follow the supplied Guidelines for working on site that covers HSE rules compliance.

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- It is assumed that your vessel is in a launchable condition, unless we are informed in writing that the boat should not be launched on its booked slot.
- LOA is length overall of the boat including davits, bowsprits, boarding ladders, stern drives, tenders, outboards, rudders, anchors, pulpits, pushpits and any other extensions fore and aft of the boat.
- The customer and any other person entering any part of our premises and/or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk.
- No unaccompanied or unsupervised children are allowed within the Yacht Harbour site and dogs must be kept on leads at all times.
- Owners of vessels must provide their own forms of suitable access onto their vessels once ashore.
- Ladders should be secured to your vessel with a chain. We also recommend marking them for identification purposes.
- Ladders or Staging that are not of a suitable nature will be removed on Health & Safety grounds. The equipment must be of an accepted industry standard.
- All vessels must be kept in a satisfactory condition while being stored ashore
- Any vessels that are to be tented must have prior approval from the hoist operations manager or Harbour Master. Owners are advised that Beaulieu Enterprises Ltd reserves the right, in extreme circumstances, to request the tent to be removed at the owner's cost in order that the vessel can be re-sited within the yard.

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The use of the Beaulieu River, Buckler's Hard Yacht Harbour, the Beaulieu River Boatyard and this website are governed by the terms and conditions set out below.

BERTHING, MOORING AND/OR STORAGE ASHORE

The Yacht Harbour Association terms and conditions (extract)

Storage Ashore Accommodation means the land space temporarily allocated to the owner from time to time by the Company for the storage ashore of the vessel during the term of the Licence.

Vessel shall include any form of craft, boat, ship, yacht, dinghy, multihull, or other marine structure which is in the care and control of the Owner.

Liability, indemnity and insurance

The Company shall not be liable for any loss or damage caused by events or circumstances beyond its reasonable control (such as severe weather conditions, the actions of third parties not employed by it or any defect in a customer's or third party's property); this extends to loss or damage to vessels, gear, equipment or other property left with it for work or storage, and harm to persons entering the premises or the harbour and/or using any facilities or equipment.

The Company shall take reasonable and proportionate steps having regard to the nature and scale of its business to maintain security at the premises, and to maintain the facilities and equipment at the premises and in the harbour in reasonably good working order. But in the absence of any causative negligence or other breach of duty on the part of the company, vessels, gear, equipment and other property are left with the Company at the Owner's own risk and Owners should ensure that their own personal and property insurance adequately covers such risks.

Owners may themselves be liable for any loss or damage caused by them, their crew or their vessels and they shall be obliged to maintain adequate insurance including third party liability cover for not less than £2,000,000, and cover against wreck removal and salvage, and, where appropriate, Employers' Liability cover to at least the statutory minimum. The owner shall

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be obliged to produce evidence to the company of such insurance within 7 days of a request to do so.

The Owner shall, and shall procure that his crew, members of his family comply with all applicable laws when using the Company's Harbour and Premises.

Termination

The Company shall have the right (without prejudice to any other rights in respect of breaches of the terms of this Licence by the Owner) to terminate this Licence in the following manner in the event of any breach by the Owner of this Licence; If the Owner fails to remove the Vessel on termination of this Licence whether under this Condition or otherwise), the Company shall be entitled:

to charge the Owner at the Company's 24-hour rate for overnight visitors for each day between termination of this Licence and the actual date of removal of the Vessel from the Harbour and Premises; and/or

at the Owner's risk (save in respect of loss or damage directly caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Harbour and Premises and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative berthing fees.

Any notice of termination under this Licence shall, in the case of the Owner, be served personally on the Owner or sent by registered post or recorded delivery service to the Owner's last known address and in the case of the Company shall be served at its principal place of business or registered office.

Rights of sale and detention

Where the Company accepts a Vessel, gear, equipment or other goods for repair, refit, maintenance or storage the Company does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on the Company in circumstances where a customer fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until the Company has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

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Goods for repair or other treatment are accepted by the Company on the basis that the customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out.

The Company's obligation as custodian of goods accepted for storage ends on its notice to the customer of termination of that obligation;

The place for delivery and collection of goods shall be at the Company's Premises unless agreed otherwise.

Maritime Law entitles the Company in certain other circumstances to bring action against a Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other property.

The Company reserves a general right ("a general lien") to detain and hold onto the Owner's Vessel or other property pending payment by the Owner of any sums due to the Company. If the Licence is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's 24-hour rate for overnight visitors for each day between termination or expiry of this Licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Harbour and Premises.

Parking

Subject always to the availability of parking space Owners and their crew may only park vehicles on the Premises in accordance with the directions of the Company. Vehicles left at owner's risk.

Regulations

The Owner shall at all times observe the Company's Regulations and in particular:

The Owner shall provide and maintain at least one fire extinguisher, which is approved and manufactured to EN3 standards for portable fire extinguishers, and ensure it is fit for purpose for the vessel and ready for immediate use in case of fire.

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Access to premises/work on the vessel

No work shall be done on the Vessel, gear, equipment or other goods while on the Premises without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family not causing nuisance, or annoyance to any other customer or person residing in the vicinity, nor interfering with the Company's schedule of work, nor involving access to prohibited areas.

Prior written consent will not be unreasonably withheld where:

The work is of a type for which the Company would normally employ a specialist sub-contractor; or

The work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates.

Notwithstanding the foregoing, during periods of work by the Company on the vessel, neither the Owner nor his invitees shall have access to the Vessel without the Company's prior consent, which shall not be unreasonably withheld.

Health, safety and the environment

The Owner, his crew, members of his family and any person carrying out work on the Vessel is responsible for reporting to the Company all accidents involving injury to any person or damage to any public or private property that occur on the Premises as soon as possible after they occur.



BEAULIEU RIVER

BUCKLER'S HARD YACHT HARBOUR

TARIFFS 2024

Rates are based on LOA and include VAT. Prices are subject to change.

BOATYARD SERVICES	Lift Off Road Transport & block off	Lift Out, Scrub, Block Off per metre	Launch per metre	Storage per metre, per week
Up to 10m	£28.00	£33.00	£22.00	£7.25
10.1m to 13.5m	£30.00	£35.50	£24.50	£7.75
13.6m to 15m	£31.00	£36.50	£25.50	£8.25
15.1 to 18m	£33.00	£38.50	£27.50	£8.75
Over 18m		POA	POA	POA

Resident Berth/Mooring Holders are entitled to 10% discount off lift out/launches throughout the year and one month's free storage ashore per mooring season.

Contractor	Per Day	£8.00
Electric	(Daily Fixed)	£5.00
Electric	(Metred)	£0.30
Electric	(Weekly Fixed)	£35.00
Grit Blasting Bay (Excludes Boat Movement)	Per Weekend	£75.00
Forklift Hire	Per Hour	£80.00
Labour Charge	Per hour, per person	£70.00
Lift & Splash	Per Metre	£15.00
Lift & Splash Additional Time	Per Hour	£165.00
Mast Storage	Per Week	£7.50
Sail Removal	Per Hour, Per Person	£70.00
Shore Adjustment		£55.00
Site Move	Per Metre	£20.00
Telehandler Hire	Per Hour	£200.00
Cherry Picker Hire	Per Hour	£100.00
Towing Marina	Each Way	£60.00
Towing – River – Above Gins	Each Way	£80.00
Towing – River – Below Gins – M1-M71	Each Way	£90.00
Pressure Washing	Per Hour	£90.00
Bay Storage	Per Metre, Per Week	£14.00
Lift & Overnight in slings	Per Metre	£40.00
Lift / Launch of Tender Under 3.5m	Per Action	£60.00
Survey Lift up to 12m	Per Metre	£30.00
Survey Lift 12.1m – 15m	Per Metre	£31.00
Survey Lift Over 15m	Per Metre	£33.00
Tender Storage under 3.5m	6 months winter storage	£125.00
Weekend Lift & Hold in Slings	Per Metre	£50.00

We reserve the right to charge vessels stored ashore at Bucklers Hard Yacht Harbour in excess of 12 months at the weekly rate plus 50%

**In order to comply with industry standards, we are unable to lend out cables or other electrical equipment. We therefore ask that owners supply their own power cable for connection.*

If a meter is fitted we will charge the metered rate but please let the office know start/finish readings.

24 hours' notice of cancellation is required, otherwise a charge of 50% of the advertised tariff will be payable.

This offer does not include under cover storage, the dory package, summer bundle, summer lift and splash, or any other seasonal offer.

**defined as customers of Beaulieu Enterprises Limited but excluding the Bailey's Hard Mud Moorings*

**Prices subject to change*