



# BEAULIEU RIVER

## BUCKLER'S HARD YACHT HARBOUR

### LIFT / LAUNCH / STORAGE ASHORE APPLICATION

<b>OWNER NAME:</b>		
Contact telephone no's:		
E-mail address:		
<b>VESSEL NAME:</b>		
Make:	Type: Sail / Motor	Flybridge: Yes / No
Keel configuration: Bilge / Fin / Long /.....	Type of Propulsion: Shaft / SailDrive / OutDrive	
Length Overall:	Beam:	
Draft:	Weight:	
Preferred Lift Date:	Preferred Launch Date:	
Alternative Lift Date:	Alternative Launch Date:	
Tow: (if under 13.5m)      Yes / No	Tow: (if under 13.5m)      Yes / No	
Location of Vessel:	Location of Vessel:	
<b>Boats arriving prior to the lift out date or that are expected to remain on the pontoon for over 1 hour after launching will incur an extra charge.</b> If you plan to do so, how long do you require? _____ days / hours before lift out : _____ days following launch:		
<b>Undercover Bay Storage:</b> £20.00 per metre, per week.		
<b>Summer Lift &amp; Splash</b> (Maximum of 30 minutes wash: 1 June – 30 Sept)		<b>Yes / No</b>
Additional cost per hour thereafter if scheduling allows		
Special Notes: _____		
<b>CONNECTION TO ELECTRIC IS THE RESPONSIBILITY OF THE OWNER: SHORE POWER OPTIONS ARE AS FOLLOWS :</b>		
<input type="checkbox"/> METERED * – Please provide start reading to reception upon lift out:		
<input type="checkbox"/> WEEKLY FIXED RATE		
<input type="checkbox"/> DAILY FIXED RATE – Please make payment at reception each day you plug in <input type="checkbox"/> NO ELECTRIC REQUIRED		
*If using a metered cable, please ensure that it is visible from ground level and provide us with start and end readings		
Please tell us, do you have a silicone/Teflon type antifoul applied to your vessel? Yes/No		
If yes, please give details of antifoul here:		
By signing this form, you are agreeing to the Terms and Conditions stated on the reverse and on our website. Your privacy is important to us. We need the details you have provided to fully process your request. For information on how we treat your personal data, please see the privacy notice on our website at <a href="https://www.beaulieuriver.co.uk/privacy-notice/">https://www.beaulieuriver.co.uk/privacy-notice/</a> . If you would like a printed copy of the privacy notice, please contact The Data Protection Administrator, John Montagu Building, Beaulieu, Hampshire, SO42 7ZN.		
Date:	Signed:	



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### 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.
- Boats should be marked along the deck edge for location of lift strops, or owners to be on hand to advise.
- It is the owner's responsibility to ensure the vessel is watertight prior to launch.
- All boats should have adequate insurance whilst stored in the yard.
- All holding tanks must be emptied prior to being lifted out.
- Beaulieu Enterprises Ltd will not be held responsible for any damage caused to logs & skin fittings when lifting. Blanks should be fitted as best practice.
- 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 surrounding vessels and ground.
- 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.
- No parking of cars in between vessels stored.
- All rubbish, including discarded paint and solvent tins must be disposed of in the hazardous waste area. 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 after 18:00 hours
- 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.
- No living / sleeping on board boats ashore.
- 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.





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### **Bay Safe Working Practices**

- All scaffolding and towers must be in good condition and safely installed. Permission must be sought before erecting any scaffolding. Scaffolding must be two planks wide.
- Any sanding, grinding or removal of paint / fibreglass must use extraction; no dust can affect the surrounding boats.
- Tenting will be required if dust cannot be completely controlled.
- If there are large sanding jobs planned, then generally these will need to be completed before the boat enters the bays – please discuss with the team at time of booking.
- Paint takes priority over sanding. If another boat is applying paint, then the sanding can only happen once the paint is dry on the other boat.
- Dust sheets must be placed under boats if painting.
- Extraction must be turned on if painting.
- Permission must be sought for noisy work. The doors to the bays must be shut when noisy work is being carried out. The use of hammer drills and air chisels is not permitted.
- If more than one boat is in the bays the doors must be shut.
- Grinding of metal and welding will require a hot works permit to be issued.
- The bays are only available for work to be carried out between 08:00 and 18:00 each day. Any out of hours work will be by prior arrangement only.
- Anything stored in the bays is done so at the risk of the owner. Beaulieu Enterprises Ltd takes no responsibility for any theft or damage.
- All electric must be taken through a metered cable.
- No heaters are to be left on overnight.
- No diesel, or gas heaters are to be used in the bays.
- Shores and stands are only to be installed and removed by the boatyard team.
- No cleaning of paint, or brushes in the sink.
- All equipment must be stored under the vessel.
- Any work using hazardous chemicals/substances must be approved and relevant COSHH sheets stored with the boat.
- Bay must be left as it was found. Any damage, or cleaning will be charged back.
- Please do not use the workshop, or any tools therein.
- No running of engines.
- Safe Height: Floor to top of door = 5.5m max (factor in height of trailer so we need max air draft, i.e. can't exceed 4.5m to allow for a 1m high trailer)
- If height over 4.5m max – operations would be at owners' risk
- Contractors should follow the supplied Guidelines for working on site that covers HSE rules compliance.
- 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.



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- LOA is length overall of the boat including davits, bowsprits, boarding ladders, stern drives, tenders, outboards, rudders, anchors, pulpits, push pits 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 cannot be borrowed from the harbour office.
- 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 Deputy Harbour Master. Owners are advised that Beaulieu Enterprises Ltd reserves the right to request the tent to be removed at the owner's cost in order that the vessel can be re-sited within the yard.

### **Where Grit Blasting is to be carried out:**

- All boats must be fully tented – no dust to escape enclosure
- No debris is to be washed into the drains – everything must be swept up
- All debris to be removed from site and not put in our bins
- Blasting can take place between 09:00 and 16:30 in the washdown bay, at weekends between November and March only.



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



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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:

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



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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.