

## 2022 Terms & Conditions for a Berth/Mooring



Agreements for individual berths/moorings in Guernsey Ports are issued to a Permitted User (referred to as 'the User'). In accepting an Agreement for a berth/mooring position allocated by Guernsey Harbours, the User accepts the following conditions:

- 1) The User agrees that the berth/mooring allocated is suitable for the vessel and accepts that it is moored at the Owner's/User's risk and not to hold Guernsey Ports responsible for any loss or damage howsoever caused;
- 2) The User agrees when deciding to use harbour buoys, moorings and pontoons that they do so at their own risk;
- 3) To comply with all directions of the Harbour Master or his representative, and in particular, to the manner and position in which the vessel is moored;
- 4) That the berth/mooring may only be used by the vessel which is subject of this allocation, no other vessel may be moored unless having received prior permission from the Harbour Master or his representative;
- 5) That the berth/mooring will not be left vacant for a period exceeding six months;
- 6) The User agrees that Guernsey Ports, at its sole discretion and without compensation of fees, may use the berth for mooring of other vessels when not in use by the User's vessel, provided that Guernsey Ports shall use its best endeavours to ensure the berth, or a suitable alternative is available for the User upon the vessel's return;
- 7) To provide and maintain in safe working order all ropes and mooring chains, apart from the Guernsey Ports' ground chains;
- 8) To accept the right of the Harbour Master or his representative whenever necessary in their opinion for the safety of the vessel, or other vessels/property nearby, to board, enter, move, moor or carry out emergency work on the vessel as is deemed necessary. The User shall pay the costs of any such work;
- 9) The user is not permitted to live aboard the vessel in any berth/mooring within the Guernsey Ports estate.
- 10) The User shall not cause any nuisance to other users of berths/moorings;
- 11) To secure the vessel and its contents from theft and to comply with all fire prevention recommendations for the size and type of vessel as may be issued from time to time by Guernsey Ports and/or the States Fire and Rescue Service;
- 12) To maintain the vessel in a seaworthy condition and if necessary allow safety inspections by the Harbour Master or his representative, with the recommended safety equipment consistent with the size and use of the vessel to, at least, the recommended RNLI 'Safety Guidelines for Recreational Users';
- 13) To maintain third party risk to the minimum of £1 million, and be able to produce evidence of insurance on request;
- 14) To observe maritime or relevant Health & Safety regulations enacted from time to time;
- 15) To pay all fees in connection with the berth/mooring on demand and notify Guernsey Ports of any change of contact details within 7 days. Guernsey Harbours shall have the right, without prejudice to any right existing apart from this clause, to exercise a general Lien over the vessel in respect of any debt owed from time to time to Guernsey Ports by the User, or by any person in relation to the vessel;
- 16) The fees applicable shall be those stated in the Charging Booklet (published at least annually and available on [www.harbours.gg](http://www.harbours.gg)) applying to the relevant period;
- 17) At the request of the Harbour Master, to relocate in order to facilitate reorganisation, redevelopment, dredging or similar works undertaken;
- 18) The berth/mooring is not transferable;
- 19) Guernsey Ports' Terms of Credit shall apply, as from time to time amended;
- 20) That a breach by the User of any of these Terms and Conditions, will constitute grounds for the Harbour Master to terminate without notice, the berth/mooring allocation and remove the vessel and mooring equipment at the expense of the User. The User may appeal, provided such an appeal is made within one month of notice of termination; Subject to the above, the Agreement may be cancelled by either party on giving one months' written notice – the Agreement is issued for a minimum period of twelve months;

In other event should the User comply with the conditions of the above, the Agreement will automatically be renewed for a further year subject to the payment of the appropriate fees and compliance with the prevailing Conditions of the Agreement;

21) Guernsey Ports reserves the right to alter, suspend, cancel or otherwise vary these Terms and Conditions at any time. The current version of the Terms and Conditions shall be those that are available on the website: [www.harbours.gg](http://www.harbours.gg);

22) For the avoidance of doubt, these Terms and Conditions supersede any previous Terms and Conditions and shall be treated as having been automatically incorporated into any agreement, contract or other legal arrangement or relationship entered into between the User and Guernsey Ports relating to the use of harbour facilities, whether or not they are expressly referred to or not. In the event of conflict between the provisions of these Terms and Conditions and contents of any other agreement entered into by or on behalf of Guernsey Ports; the provisions of these Terms and Conditions shall prevail.