

RYDE HARBOUR TERMS AND CONDITIONS FOR BERTH HOLDERS

1. DEFINITIONS

- 1.1 Ryde Harbour (the 'Harbour') is a drying harbour owned and operated by Isle of Wight Council (the 'Council')
- 1.2 Anyone entering the Harbour by sea or land for any purpose whatsoever (a 'User') consents to these terms and conditions.
- 1.3 The 'Harbour Master' is the person designated to that office by the Council and represents the Council in all matters concerning the day to day management and operation of the Harbour
- 1.4 'Vessel' is any craft capable and or designed for the carriage of one or more persons on water.
- 1.5 'Fees' and or 'Charges' shall be the prevailing fees and or charges notified to Users with communication to the User being deemed effected at the earlier of the following events by display in the Harbour Masters Office or upon the Council website or by electronic mail or surface mail to the Users last notified address.

2. GENERAL

- 2.1 Ryde Harbour is designed for the use of small pleasure craft only and does not have the facilities to accommodate working and registered fishing boats.
- 2.2 The Harbour is a drying harbour and as such Vessels will rest on the bottom at low tide. The Council accepts no liability for any damage this might cause to a Vessel and recommends that Vessels likely to be damaged in a drying harbour do not use the Harbour
- 2.3 The Council disclaims to the fullest extent permitted by law all liability to Users for loss and or damage to property and or personal injury howsoever caused.
- 2.4 All Users must at all time act promptly in accordance with the instructions of the Harbour Master and or his designated subordinates acting in accordance with their lawful duties in managing the Harbour.
- 2.5 The User agrees to vacate the Harbour by any date specified by the Harbour Master for whatever reason that the Harbour Master requires the User to vacate the Harbour. Where the Harbour Master does not specify a date the User shall vacate the harbour within 10 calendar days. Where the Harbour Master requires the User to vacate the Harbour, the Council shall refund all monies that the User

has paid to hire the berth beyond the date the Harbour Master has requires the User to vacate the Harbour.

- 2.6 Where the Harbour Master requires the User to vacate the Harbour, the User shall remove all vessels, gear, equipment, property and belongings from the Harbour.
- 2.7 All users of the Harbour shall comply at all times with any notice displayed in the Harbour by the Council or any instruction given to the User by the Harbour Master or his staff.
- 2.8 The User shall move his Vessel to another part of the Harbour if required to do so by the Harbour Master. If the User is unable to move the Vessel when required by the Harbour Master, the User consents to allow Harbour Master to move the Vessel on the Users behalf.
- 2.9 In the case of an emergency the User consents to allow the Harbour Master to access, use or move his Vessel or any equipment thereon to the extent that the Harbour Master deems necessary in order to deal with the emergency.

3. VESSELS AND BERTHING

- 3.1 The Council reserves the right to deny, withdraw or vary the conditions of Harbour access to Vessels and or Users in such manner as it acting reasonably deems appropriate for the effective and economic operation of the Harbour.
- 3.2 The grant of a berth by the Council does not imply exclusive use of that berth nor does it create a relationship of Landlord and Tenant.
- 3.3 All berthing fees and other vessel charges are to be paid in advance at the harbour office.
- 3.4 All Users having ownership or control of a Vessel berthed within the Harbour must promptly provide to the Harbour Master and keep updated their permanent address within the United Kingdom which can be used for service of documents incidental to their use of the Harbour including delivery of invoices etc and a telephone number and email address where the Council may contact the User in connection with this agreement.
- 3.5 The Council may at anytime move or require the removal of any Vessel, gear, equipment, goods or persons from or within the Harbour for reasons connected with safety security or good management of the Harbour.
- 3.6 Users are not permitted to stay overnight and or live in excess of one hundred and eighty (180) nights in any twelve month period or in