



**South Hams  
District Council**

## **SOUTH HAMS DISTRICT COUNCIL**

**HARBOUR OFFICE,  
WHITESTRAND, SALCOMBE TQ8 8BU**

**Tel: 01548 843791**

**Fax 01548 842033**

Dear Sir/Madam,

### **Winter Storage of Boats 2012-13**

It is almost time to start thinking about the winter lay up of your boat. As you used the Council's facility at Batson last year I have forwarded a booking pack for your consideration.

We are delighted to be able to hold the lifting and storage prices at last years rates.

Please find enclosed:

- Booking form to be completed and returned to Harbour Office
- Boat Storage Code of Practice
- Standard terms & Conditions

On receipt of your booking form an invoice will be raised and a date for your lift out and lift in will be identified, if these dates or times change for any reason we will contact you one week prior to the lift.

Please note that you will need to make arrangements for your boat to be presented at the slipway for lifting at your allocated time and for your boat to be power washed on lift out.

Finally, as the boat park has to revert to car parking in the spring on the following dates: 25 March 2013 (Zone 1) and 26 April 2013 (Zone 2), if your vessel overstays the booked period, extra charges will be incurred, including moving your boat to the repair berth area.

Yours faithfully,

*Vanessa Tabb*

Vanessa Tabb  
Assistant Harbour Master

**SOUTH HAMS DISTRICT COUNCIL**

**WINTER STORAGE OF BOATS BOOKING FORM - 2012-13**

Name .....

Address .....

.....

Telephone .....

Name of Boat .....

Length .....

Type of Boat .....Sail / Power

Keel configuration ..... Bilge / Long / Fin / displacement

Draft (There is a max draft limit of 2.7m).....

Beam (There is a beam limit of 4.2m).....

Weight.(There is a weight limit of 10 tonnes).....

Agent (if owner is not going to be present at lift out).....

.....

I wish to arrange for my boat, detailed above, to be stored ashore at Salcombe.

My preferred lift out date is.....

My preferred lift in date is.....

	Charge (inc VAT)	Cost
Time Zone\Area 1 (1 Oct 11 to 29 March12)	£53/m	
Time Zone\Area 2 (1 Oct 11 to 27 April 12)	£75.50/m	
Weekly Charge	£3/m	
Lift Out	£13.20/m	
Launch	£13.20/m	
Power wash Environmental levy, additional to contractor charges <sup>1</sup>	£1.20/m	
I or my agent will provide a serviceable cradle		
I require a yacht cradle (9m and over) Zone 1 & 2	£240.00	
I require power boat props Zone 1 & 2	£180.00	
Yacht cradle per month	£42 / month	
Powerboat Props per month	£36 / month	
For Office use - Total		
Booking Reference		
Your lift out date and time is:		
Your lift in date and time is:		

I confirm that I have 3<sup>rd</sup> party insurance for £3 million, that my boat will be removed from the storage area by 26th March (Zone 1) or 26th April (Zone 2) and I accept the standard Terms and Conditions and the Code of Practice.

Signed.....Date .....

<sup>1</sup> Boats are to be power washed on lift out. This function can be done by the customer or a contractor. A power washer can be hired for £20.

**CODE OF PRACTICE**  
**for Winter Storage at Batson Boat Park Salcombe**

**General**

This Code of Practice has been based on the Yacht Harbour Association Code of Practice 1977 re-written 2007.

Batson Car Park will be designated as a boat storage area for the winter months; actual dates will vary annually and will be promulgated with the booking form.

The boat storage will be under the management of the Harbour Master.

Boat owners must have 3rd party protection and indemnity cover and hull cover to the value of £3,000,000 for the period vessels are stored ashore.

Use of the Boat storage is at the discretion of SHDC and vessels which cause a nuisance may not be allowed into the boat storage area in future years.

Owners or their agents should check their boats regularly and particularly before and after periods of inclement weather.

Charges for winter storage will be set annually by SHDC.

**Access**

The boat storage areas will be surrounded with fencing and warning signage to restrict public access and enable contractor access to be controlled.

Contractor access will be restricted to those contractors on an approved contractor list. Contractors wishing to be added to this list are to apply to the Harbour Office, confirming acceptance of the Code of Practice and providing insurance details for inspection.

Access roads to the entrance to the fish quay and public slipway are to be kept clear at all times. Particular care is to be taken in the areas where the public have access.

The boat storage area is to be kept clean and tidy at all times.

**Lifting and Hoisting**

If mobile cranes are hired in for specific tasks, the crane operator will require a temporary licence from SHDC authorising activity on Council land.

All personnel involved in lifting operations are to be trained, certified and wear the personal protective equipment stipulated in the method statement.

Vessels are not to be lifted with any person onboard, the only exception being on launch to allow owner to check sea cocks.

The boat storage area is rated to 10 tonnes weight restrictions.

Cranes are not to be used within 2 metres of the quay edge.

**Maintenance and Operations**

All maintenance work is to be carried out by Authorised personnel. Authorised personnel include owners and contractors who have registered with the Council. Owners appointing a contractor must ensure the contractor is registered with the Harbour Authority.

All boats requiring their hull to be power washed must have this done during the lift out, utilising the Council's scrubbing facility. This will prevent toxic run off polluting the estuary.

Painting and antifouling debris is to be disposed of into the hazardous waste bin, spillages are to be wiped up and removed from the storage area surface.

Peeling of gel coat, shot blasting fibreglass repairs, welding, fabricating and grinding is to be carried out only with the express permission of SHDC. Approval will only be given to properly trained personnel within an area that is enclosed by suitable sheeting or segregated from other boat park users, all residues are to be disposed of in accordance with the Port Waste Management Plan.

Scaffolding, stages, ladders and steps are to be properly secured by the owners or contractors. Customers must provide their own ladders, use them at their own risk and secure them when they are not in use to prevent unauthorised access. Removal of masts is to take place only with the express permission of SHDC and must be carried out by an authorised contractor.

Engine Maintenance: The running of engines, whilst ashore, should be carried out only by authorised personnel. Boat engines are not to be run without authorisation as it could cause stability problems to the boat. Before authorisation is given the chocking arrangements will be re-checked.

Oil and diesel may be disposed of only into the waste oil tank. Stale petrol must not be placed in this tank. The nearest disposal site for petrol is at Torr Quarry. Any oil spillages must be cleaned up immediately. The Boat Park has a spill kit for land and sea spillages, disposal and replacement of oil spill control equipment will be charged to the polluter.

If outboards are run ashore, due consideration is to be given to noise. If outboards are stored, petrol tanks are to be emptied and outboards inhibited to minimise fire hazard.

Redundant batteries are to be disposed of into the receptacle provided.

Fridges, deep freezers and air conditioning units removed from boats are to be removed from the site and disposed of by the contractor/owner.

Noise and noise nuisance: Due consideration is to be given to local residents and customers when operating machinery during the working day and particularly at weekends. All halyards or rigging left on masts is to be tied out or secured to avoid noise nuisance from flapping.

Gas installation work is to be carried out only by a suitably qualified gas engineer.

Electrical and electronics work is to be carried out only by properly trained, certified and authorised personnel.

All portable electrical equipment is to be in date for PAT.

Electrical leads are not to be trailed in a dangerous or hazardous manner that may cause a trip hazard or be susceptible to damage. An RCB must be used at all times.

Rigging repairs are to be carried out only by qualified personnel.

Trailers left on the storage area are to be locked or clamped with a lock that is insurance approved. Trailers are stored at owner's risk.

After launching, an inspection is to be carried out externally and internally once the vessel is returned to its mooring to ensure that it is watertight. This check is to be reported as being complete to the Harbour Authority.

Contractors are to take extreme care when working on customer's boats and due care and diligence is to be exercised at all times.

The boat storage area is a no smoking zone.

### **STORAGE OF BOATS ASHORE**

The docking plan and any specific handling instructions for each vessel are to be made clear to SHDC by the owner or agent prior to lifting.

Vessels with masts in place are more at risk in severe weather conditions. If the mast is left in place the vessel's cradle or chocking arrangements should reflect this.

Owners are to remove all sails, spray hoods and dodgers, before storing for the winter.

Boat covers if fitted must be in good condition, close fitting and well secured with ropes passed under the vessel, but not secured to props or cradles.

All craft and particularly those with large, open, un-drained areas should be checked regularly for excess accumulation of water.

Bilge keel boats should be adequately supported fore and aft.

All crane and hoist drivers are to be suitably trained and certificated in line with HSE requirements.

Only properly designed cradles are to be used. They should be in good condition and designed with local weather conditions in mind. The prior approval of the Council must be obtained to all cradles before use.

Cradles provided by customers are to be marked with the vessel name. The boat-owner/agent is responsible for delivering and assembling the cradle at the beginning of the winter storage period and removal of the cradle from the boat storage area at the end of the winter storage period. The boat-owner/agent will also be responsible for ensuring the boat is correctly and safely stored in customer-provided cradles and/or chocking arrangements.

Where appropriate the keel should rest on a suitable bearer, which is an integral part of or secured to the cradle, and the keel should be restrained from moving sideways.

The pads should be of adequate area to avoid point loading the hull and must be angled to line up with the hull.

Where appropriate the legs should be positioned to align with bulkheads and capable of adjustment.

Consideration should be given to securing light displacement craft to their cradle. Cradles should be lifted and carried, not dragged to a new position in the boat storage area. Dragging cradles causes considerable damage to the boat storage area surface and the cradles.

Props, blocks and other traditional means of support can be used, but only if they are properly braced, and provided that they are installed by a suitably trained and competent contractor.

Beaching legs may be sufficient for short term purposes, but are not regarded as adequate for long term use.

Support systems can be undermined by wind induced vibration, regular checks are to be made to ensure correct tightness of wedges and props, and a record kept of such inspections.

Where appropriate the weight of the vessel should be taken on the keel which should rest on wood or some other suitable non-metal surface.

## CRADLES

It has been noted that some cradles utilised at the Batson Boat Park over the winter storage period do not use a keel board of sufficient length or thickness. This causes the cradle to lift at the corners as can be seen in Fig. 1.



This can cause instability of the cradle legs supporting your boat.

The correct method is to have a long plank that will transfer the weight of the boat along the length of the cradle so giving the legs adequate support. As in Fig. 2.



You are to provide a suitable plank to ensure your boat is adequately supported for the winter period.

**THESE TERMS OF BUSINESS APPLY TO ALL CONTRACTS FOR WORK AND FACILITIES UNDERTAKEN ON OR AFTER 1 OCTOBER 2010 AT SALCOMBE BOAT PARK**

**1 LIABILITY**

1.1 We shall not be liable for any loss or damage caused by any event or circumstance beyond our reasonable control (such as, but not limited to, severe weather conditions, the actions of third parties not employed by us or any defect in any part of a customer's or third party's property vehicle or vessel); this extends to loss or damage to vessels, gear, equipment or other goods or property left with us for services, work or storage, and harm to persons entering on to our land or premises, or using any of our facilities or equipment.

1.2 We shall take reasonable and proportionate steps having regard to the nature and scale of our activities on our land to maintain security on our land and premises, and to maintain our facilities and equipment in reasonably good working order. In the absence of any negligence or other breach of duty by us vessels, gear, equipment or other goods and property are left with us at the customer's own risk and customers should ensure that their own personal and property insurance provides sufficient cover for such risks.

1.3 We shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of any defect in the vessel or property concerned unless we shall have been expressly engaged to do so by the customer on commercial terms. Similarly we shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of an accident which has not been caused by our negligence or another breach of duty on our part. However we reserve the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where we do so we shall be entitled to charge the customer concerned on a normal commercial basis.

1.4 Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels and while their vessel or other property is on our premises or is being worked on by us they shall be obliged to maintain adequate insurance, including third party liability cover for not less than £3,000,000, and, where appropriate, Employers Liability cover in respect of any employee to at least the statutory minimum. Customers must produce evidence to us of such insurance within 7 days of our request to do so.

**2 PRICES**

2.1 In the absence of express agreement to the contrary our price for the provision of work service or facilities shall be the current figure fixed by us from time to time .

**3 DELAYS**

3.1 The time for completion of delivery of services is given in good faith but is not guaranteed. We shall not be responsible for any delay in delivery of services, or for the consequences of any such delay unless it arises from our wilful acts or omissions or from our negligence.

**4 VESSEL MOVEMENTS**

4.1 We reserve the right to move any vessel, gear, equipment or other goods or property at any time for reasons of safety, security or good management of our business, activities, land and premises.

**5 PAYMENT**

5.1 Unless otherwise agreed between us the price of all work, goods, facilities and services shall be due immediately on invoice date. Payment shall be

deemed to be made on receipt of cash or other cleared funds at our bank.

5.2 Where a customer delays in payment for more than 30 days (save in the case of a reasonable and proportionate retention by the customer in the case of any amount genuinely in dispute between the parties) we shall be entitled to charge interest on the outstanding amount at 4% over base rate for the time being of the Bank of England. Interest shall accrue at a daily rate from the date of invoice until the date of actual payment.

5.3 We reserve a general right (a general lien) to detain and hold onto a customer's vessel or other property pending payment by the customer of all sums due to us. We shall be entitled to charge the customer for storage and the provision of any ongoing services at our normal daily rates until actual payment (or provision of security) by the customer and removal of the vessel or property from our premises. The customer shall at any time be entitled to remove the vessel or other property upon providing proper security, for example a letter of guarantee from a Bank reasonably acceptable to us or lodgement of a cash deposit with a professional third party agent, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for our prospective legal costs. This right does not affect the customer's entitlement to withhold a reasonable and proportionate part of the debt in respect of alleged defects but where that amount is in dispute between us the customer shall be required to provide security for the full amount pending resolution of the dispute.

5.4 Our customers' attention is drawn also to the note at Clause 9.2 of these Terms of Business regarding other rights which exist at law.

## **6 GUARANTEE**

6.1 Advice on whether a customer is a "consumer" or otherwise protected by some or all of the consumer protection legislation in force in the United Kingdom may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of Solicitors (who may charge). Online guidance may be obtained at the Government's Consumer Gateway website at [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)

6.2 A customer who is a consumer has certain minimum statutory rights regarding the return of defective goods and claims for losses. These rights are not affected by these terms.

## **7 QUALITY STANDARDS**

7.1 We will complete our services to the agreed specification and standard and, in the absence of any other contractual term as to quality, to a satisfactory quality.

## **8 ACCESS TO PREMISES/WORK ON THE VESSEL**

8.1 No work or services shall be carried out on the vessel, gear, equipment or other goods while on our land and premises without our prior consent other than minor running repairs or minor maintenance of a routine nature by the customer or his regular crew or authorised contractors. Any work or services shall be effected in full compliance with our Health and Safety environmental and access policies and shall not cause any nuisance, or annoyance to us, any other customer or person residing in the vicinity, and must not interfere with our schedule of work, or the good management of our activities, business, land and/or premises. We shall not be responsible to customers or third parties for the consequences of any person's failure to observe and perform his obligations under any part of these conditions. We shall be entitled (but not obliged) to demand the immediate cessation of any work which in our view breaks these requirements.

## **9 RIGHT OF SALE**

9.1 Where we accept vessels, gear, equipment or other goods for storage we do so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on us in circumstances where the 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 we have given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

9.1.1 Goods for which we are to provide services, treatment or storage facilities are accepted by us 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 services, treatment or storage has been completed;

9.1.2 Our obligation as custodian of goods accepted for storage ends on our notice to the customer;

9.1.3 The place for delivery and collection of goods shall be at our land and premises unless we agree otherwise.

Advice regarding the Act and its effect may be obtained from any of the sources referred to at Clause 6.1 above.

9.2 Maritime Law entitles us in certain other circumstances to bring action against a vessel to recover a debt or damages. Such action may involve the arrest of the vessel through the Courts and its eventual sale by the Court. This right of arrest and sale may continue to exist against a vessel following a change of ownership. Sale of a vessel or other property may also occur through the enforcement of a court order or judgment.

## **10 SUB-CONTRACTING**

10.1 We may sub-contract all or part of the work or services entrusted to us by the customer, on terms that any such sub-contractor shall have the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, as exist for us under these Terms of Business. Where we exercise this right we shall remain responsible to the customer for the performance of our subcontractor.

## **11 NOTICES**

11.1 Notice to a customer shall be sufficiently served if personally given to him or if sent by first class post to the customer's last known address. Notices to us should be sent by first class post to Salcombe Harbour Office, Whitestrand, Salcombe, TQ8 8BU.

## **12 LAW AND JURISDICTION**

12.1 Any contract or series of contracts made subject to these terms shall be subject to and governed by English law and

12.2 In the case of Business Customers any dispute arising under them shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

12.3 In the case of customers who are consumers or who are not contracting in the course of business any dispute shall be submitted to the non-exclusive jurisdiction of the Courts of England and Wales.

## **13 CODE OF PRACTICE**

13.1 Contracts for the provision of services and facilities at Salcombe Boat Park shall be subject to these Terms and to any Code of Practice from time to time currently affecting such services and facilities. In the case of any conflict between these Terms and such Code of Practice, the provisions of these Terms shall prevail.