

LYMINGTON HARBOUR COMMISSIONERS

Conditions of Use of Slipways

1. **Definitions:**

Slipway(s) The slipway(s) at Bath Road and Town Quay, Lymington.

Harbour The area of the Harbour over which Lymington Harbour Commissioners exercise their jurisdiction as defined by the Pier and Harbour Order (Lymington) Confirmation Act, 1951 and the subsequent Lymington Harbour Revision Orders (HRO) 1976 to 2014, and as may be amended by subsequent enactments from time to time.

us, we, our Lymington Harbour Commissioners as constituted from time to time (and its employees, servants and / or agents as the context requires).

Vessel The vessel using the Slipway where “vessel” means a ship, boat, raft or water craft of any description and includes a non-displacement craft, personal water craft or seaplane and any other thing constructed or adapted for floating on or being submersed in water (whether permanently or temporarily) and a hovercraft or any other amphibious vehicle, used or capable of being used as a means of transportation on water.

you You, as the holder of the annual or daily launch permit or user of the Slipway.

2. **Use of the Slipway:** Use of the slipway to launch and recover Vessels is conditional upon payment in advance of the published charges for a daily launch permit applicable from time to time, which may be paid online. Alternatively, annual or daily permits may be purchased from the Harbour Office during opening hours. If you do not make payment in advance of using the slipway, you will be liable to pay a penalty charge fee. The published charges, including penalty fee details are displayed on the slipway and are applicable to all users. Use of the Slipway amounts to acceptance of these Conditions of Use and the published charges, both of which we may revise at any time.

3. **Safety guidance:** You must follow the safety guidance published on the Lymington Harbour Commissioners website, in the Lymington Harbour Guide, on signs located at the Bath Road slipway and annexed to these Conditions of Use.

4. **Conduct:** You must

4.1 clear up and properly dispose of any fouling caused by any dog under your control and keep dogs under control and, unless onboard the Vessel, on a short lead at all times.

4.2 ensure compliance with these terms and conditions by all persons in your party.

- 4.3 not cause any nuisance or annoyance to other Harbour users, through noise, light or fumes from engines or generators, music or other equipment or machinery or otherwise.
- 4.4 not act or behave in such a manner or act in such a way that causes, or is reasonably likely to cause any injury, distress, danger, obstruction, nuisance or annoyance to us, other users of or person in the Harbour or any person residing in the vicinity of the Harbour.
- 4.5 not cycle or use any scooter, skateboard or similar on any pontoon or slipway.
5. **Insurance:** You must ensure that if you are using the Slipway for any powered Vessel or a sailing boat over 12ft in length, that the Vessel is insured for its recovery and removal from the Harbour in the event of sinking and carries a minimum of £3,000,000 third party liability cover. Persons launching canoes, kayaks, stand up paddleboards and sailing boats under 12ft in length are strongly advised to hold third party insurance cover.
6. **RNLI Lifeboat:** When launching for an emergency, the RNLI lifeboat has priority on the Slipway and you must keep clear.
7. **Compliance with laws and instructions etc:** You must comply with all relevant national and local legislation, general and special directions and reasonable instructions given by us.
8. **Our responsibility for loss or damage suffered by you**
- 8.1 **Our responsibility:** We are responsible to you for foreseeable loss and damage caused by us through our failing to use reasonable care and skill when providing the Slipway facility, but we are not responsible for any loss or damage that is not foreseeable or circumstances beyond our reasonable control, such as adverse weather conditions, damage caused by third parties, or damage caused by your failure to comply with these Conditions of Use.
- 8.2 **Business losses:** We are not liable for economic or business losses under any circumstances. If you use the Slipway for or in connection with any commercial, business or re-sale purpose any liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity is excluded. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- 8.3 **Limitation of liability:** Nothing in these terms affects our entitlement to limit liability in accordance with section 191 Merchant Shipping Act 1995 or any amendment or re-enactment thereof.
- 8.4 **Business customers:** You are a business customer if your use of the Slipway is wholly or mainly in connection with your trade, business, craft or profession, even if you are an individual. This paragraph applies to business customers only. These terms constitute the entire agreement between you and Lymington Harbour Commissioners. You acknowledge that you have not relied on any statement, promise, representation,

assurance or warranty made or given by us or on our behalf which is not set out in this document and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions. Notwithstanding anything in paragraphs 7.1 – 7.2:

- 8.4.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill or any indirect or consequential loss whatsoever arising under or in connection with any contract between us; and
- 8.4.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £1,000,000.
- 8.4.3 The terms implied by sections 13 and 14 of the Supply of Goods and Services Act 1982 are excluded.
9. **Events outside our control:** We are not responsible for circumstances, events or delays outside our control. If our provision of the Slipway facility is affected by circumstances, events or delay outside our control we will take reasonable steps to minimise the effect of the event, circumstance or delay. Provided we do this we will not be liable for delays or effects caused by the circumstance, event or delay.
10. **Statutory powers and duties:** Nothing in these Conditions of Use affects our powers or duties under any enactment or applicable law.
11. **Personal Data:** How we use any personal data you give us is set out in our Privacy Policy which is available on our website at www.lymingtonharbour.co.uk/terms.
12. **Law and jurisdiction:** These Conditions of Use and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions of Use or their subject matter or formation (save for proceedings for the arrest of a vessel which may be brought in any other jurisdiction).

ANNEX

SAFETY GUIDANCE

The Slipway can get busy at times and for the safety and enjoyment of everyone it is important that a few simple rules are followed.

BEFORE LAUNCHING

- Check weather & tidal conditions

- Do not block access - rig your Vessel away from the slipway
- When parked check handbrake is on and holding
- Assess the risks such as slips, trips and falls
- Be aware of other users of the slipway and pedestrians
- Attach a safety line to your trailer
- Check any bungs are in place
- Check the trailer tow hitch and Vessel are properly secured before accessing the slipway

LAUNCHING

- Know where the end of the slipway is
- Be aware of people around you including people launching Vessels by hand
- Never stand behind a Vessel trailer whilst it is being launched or recovered
- When reversing, if available, use a second person to guide you back
- Remove your car, trailer or hand trailer correctly
- The slipway is used to launch the RNLI Lifeboat. Respect hatched areas.
- No trolleys to be left on the slipway - please use designated areas adjacent to the slipway.
No trolleys to be left below the high-water mark.

BEWARE – slipways can be dangerous!