

LYMINGTON HARBOUR COMMISSIONERS

Conditions of Use of Scrubbing Grids and Berths

1. **Definitions:**

Facility The scrubbing grids / berths.

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 authorised by us to use the Facility, where “vessel” means a ship, boat, raft, water craft or any other vessel so authorised.

You You, as the owner, charterer or master of the Vessel or as any other user of the Facility.

2. **Use of the Facility:** Use of the Facility is conditional upon payment in advance of the published charges applicable from time to time. An advance booking (reservation) through the Harbour Office is required. Use of the Facility constitutes acceptance of these Conditions of Use, which we may revise at any time.

3. **Safety guidance:** You must follow the Safety Guidance available on our website (www.lymingtonharbour.co.uk) and annexed to these terms and conditions.

4. **Insurance:** Vessels are required to be insured for their recovery and removal from the Harbour in the event of sinking and carry a minimum of £3,000,000 public liability insurance.

5. **Environmental considerations:** Use of power washers is prohibited to reduce the risk of contaminants from anti-foul paint entering the water. When scrubbing the hull or removing or applying antifouling paint, you must ensure that precautions are taken to avoid discharging contaminants into the water. You will be liable to pay to us the amount of any liability, cost or expense we incur as a result of your failure to comply with this paragraph 5.

6. **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.

7. **Our responsibility for loss or damage suffered by you:**

7.1 **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

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.

- 7.2 **Business losses:** We are not liable for economic or business losses under any circumstances. If you use the Facility 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.
- 7.3 **Business customers:** You are a business customer if your use of the Facility 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 these documents 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:
- 7.3.1 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
- 7.3.2 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.
- 7.3.3 The terms implied by sections 13 and 14 of the Supply of Goods and Services Act 1982 are excluded.
8. **Events outside our control:** We are not responsible for circumstances, events or delays outside our control. If our provision of the 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, but if there is a risk of substantial delay you may contact us to cancel the booking and receive a refund of monies paid.

9. **Statutory rights and powers:** Nothing in these Conditions of Use affects our rights, powers or duties under any enactment or applicable law or our entitlement to limit liability other than in accordance with these Conditions of Use.
10. **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.
11. **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

Choosing the Right Grid

Vessels using Grids 6 & 7 must have at least 2m freeboard height between the bottom of the keel and the top of the topsides to ensure that they sit properly against the piles and boards. Grid 5 allows for Vessels with a smaller freeboard, the minimum here being 1.5m.

Docking

The table at the end of this section indicates recommended tidal heights required for different Vessel drafts to enter the grids. Caution is advised here as tidal heights may vary from predictions as a result of tidal surges and weather conditions. Generally, Vessels should always be docked on the grids with a flood tide to allow the crew to leave without difficulty in the event of a problem. Docking on an ebb tide is strongly discouraged. When choosing the appropriate tide on which to dock, it is important to ensure that the following predicted tide will allow sufficient clearance for the Vessel to float free of the grid base.

Securing

The piles on the grids are approximately 4.3m apart and cleats and rings are provided to ensure that Vessels can be safely secured against the boards. Owners must provide their own lines and warps of sufficient strength to secure their Vessel. Lymington Harbour Commissioners accept no responsibility for securing vessels, this is carried out by the Master of the Vessel and it is his responsibility to ensure that mooring arrangements are adequate for the task. In addition to securing their Vessels with lines some owners will use a halliard to secure to a cleat mounted on the sea wall.

Drying Out

If the Master has made the correct calculations his Vessel's keel will settle onto the concrete base as the tide ebbs. His lines will secure the Vessel's topsides against the boards and the lower hull will become accessible for cleaning and repairs.

Scrubbing Off & Antifouling

It should be noted that no power or fresh water is available at the grids. Use of pressure washers is prohibited to reduce the risk of contaminants from anti-foul paint entering the water.

Re-floating

As the tide floods the Vessel will float free of the grid base. Securing lines should not be released until this process is complete and the owner is sure that his Vessel is properly afloat and has sufficient water under the keel to navigate off the grid. A systematic and orderly slipping of the lines will allow a smooth departure and all lines and securing apparatus must be removed with the boat. Please vacate the berth as soon as your vessel floats to allow the next customer to take his position.

Tidal Heights and Boat Drafts

Compare your Vessel's draft with the suggested minimum tidal height required to access the Grid. **Important:** Tidal height predictions can be affected by tidal surges and weather conditions. Exercise due caution when entering the grid.

Town Quay Slipway			North of Royal Lymington Yacht Club Grid No's 5, 6 & 7		
Predicted Tide Height (+CD)	Boat Draft		Predicted Tide Height (+CD)	Boat Draft	
Metres	Metres	Feet	Metres	Metres	Feet
3.2	2.1	6'10"	3.2	2.0	6'6"
3.1	2.0	6'6"	3.1	1.9	6'3"
3.0	1.9	6'3"	3.0	1.8	6'0"
2.9	1.8	6'0"	2.9	1.7	5'6"
2.8	1.7	5'6"	2.8	1.6	5'3"
2.7	1.6	5'3"	2.7	1.5	4'10"
2.6	1.5	4'10"	2.6	1.4	4'6"
2.5	1.4	4'6"	2.5	1.3	4'3"
2.4	1.3	4'3"	2.4	1.2	3'11"
2.3	1.2	3'11"	2.3	1.1	3'7"
2.2	1.1	3'7"	2.2	1.0	3'3"
2.1	1.0	3'3"	2.1	0.9	3'0"
2	0.9	3'0"	2	0.8	2'6"
Mean Slipway Base Level +1.1m CD			Grid Base Level +1.2m CD **		

** Grid 5 nearest RLymYC, grid 7 furthest away. Approximately 14' between piles on grids.