

DOVER MARINA

To: The Boatyard Office, Granville Dock, Dover, CT17 9TF
Phone (01304 240400) Ext.4545 or (01304) 241663 (outside office hours) Fax (01304) 242549



REQUEST FOR SHORE SERVICES

In accordance with the terms and conditions set out overleaf, I/we request the following shore services:-

Boat lift out*/Boat lift in/Mast stepping*/Mast unstepping*
(*delete as applicable)

Other, please specify:-.....

To take place on/around*..... Approximate date of return to dock:.....

Name of Boat:..... Resident Visitor**

Length O.A.:.....m Beam:.....m Draft:.....m

Type of Boat:..... Type of Keel: Long Fin Bilge

Weight of boat:.....Tons

.....
Name of Owner (Full Name)

.....
Name of Hirer (Full Name)

Address:.....

.....

.....

Post Code.....

Telephone No. (Home).....

(Work).....

For Office Use

- Lift Out=£
- Quay storage=£
- Cradle Hire=£
- Mast=£
- Lift In=£
- Other=£
- Towing=£
- Total=£

Staff Initials

Additional Information:-

**Payments for all Shore Services required by a visiting vessel must be made at the Marina Office prior to lifting.

Signature:..... Date:.....

Dover Marina is owned and operated by Dover Harbour Board

For office use:
Top copy to Boatyard Office
Bottom copy Hirer

Date received:.....

Signature of staff member receiving.....

SHORE SERVICES TERMS AND CONDITIONS

1. DEFINITION

- 1.1. The Board means the Dover Harbour Board which owns and operates Dover Marina.
- 1.2. The Hirer means any natural person, body corporate or unincorporated association hiring the Service.
- 1.3. The Owner means the lawful owner, charterer, master or agency or any other person (other than the Board) for the time being lawfully in charge of the Vessel and may, where the circumstances dictate, include the Hirer.
- 1.4. Plant means all types of plant, tools, equipment and machinery and all accessories therefore required for the Service.
- 1.5. The Service means the shore service(s) to be provided by the Board, together with any associated services.
- 1.6. The Vessel means any boat and any part thereof in respect of which the Service is required.

2. AVAILABILITY

- 2.1. Applications to hire the Service shall be made to the Board's Boatyard Office.
- 2.2. The Board will use all reasonable endeavours to provide the Service on the date requested (where specified). However the Board accepts no responsibility for delays (or any financial or other losses arising from such delays) which may arise in providing the Service due to any delay in the supply of Plant or through the breakdown of any Plant, due to adverse weather conditions or due to any cause whatsoever. In the event of any such delay the Service shall be provided as soon as is reasonably practicable.
- 2.3. The Board reserves the right to terminate provision of the Service without prior notice and without giving compensation in the event of any emergency occurring at the Port of Dover where the use of Plant or personnel involved in the Service is considered by the Board to be essential for the purposes of emergency relief work.

3. RESPONSIBILITIES

- 3.1. The Hirer undertakes to advise the Board of all relevant information regarding the Vessel in respect of which the Service will be provided in order to ensure that the Board is able to render the Service as safely and efficiently as possible.
- 3.2. Without prejudice to the generality of the foregoing and although all reasonable care and attention will be taken during the provision of the Service, the Service will be provided at the Hirer's risk and the Board accepts no liability for any damage caused to the Vessel itself or to any other property during the provision of the Service and/or any period of Vessel storage ashore (as covered under Clause 3.3 below) owing to the condition or disrepair of the Vessel and/or the Owner's failure/decision not to comply with any of the Board's Shore Services Conditions. The Owner and/or the Hirer shall indemnify the Board against all actions, claims, costs and demands in respect of any loss, injury, accident or damage arising out of or in consequence of the Service or storage of the Vessel ashore, unless such loss, injury, accident or damage shall be proved by the Hirer to be caused by wilful default or negligence on the part of the Board.
- 3.3. Shore Storage
 - a) The Board considers that it is undesirable and may be dangerous to store a Vessel ashore with the mast stepped and the Owner acknowledges such warning, which warning he has communicated to his insurers and, in consideration of his being permitted by the Board to store his vessel ashore without unstepping the mast, the Owner hereby agrees with the Board as follows:
 1. To remove headsails, dodgers, spray hoods and mainsails furled on top of the boom. The outhaul /halyard to be removed from in-mast/in-boom furling systems and the clew/head to be trapped by a lashing around the mast/boom;
 2. To indemnify and keep indemnified the Board and its insurers against all liability, costs, claims and demands howsoever arising in respect of any claim by any third party against the Board or its insurers resulting directly or indirectly from any incident, accident or otherwise occasioned directly or indirectly by the decision of the Owner not to unstep the mast of the Vessel or to remove or secure sails and rigging;
 3. Not to make any claim against the Board or its employees or agents in respect of any destruction or damage to the Vessel or its mast or gear or in respect of any other loss arising directly or indirectly from any accident incident otherwise occasioned by the failure of the Owner to unstep the mast of the Vessel or remove or secure sails and rigging;
 - b) While the Vessel is stored ashore, the Owner also agrees with the Board:
 1. Not to remove or adjust any of the props or supports used in connection with the storing of the Vessel ashore. The Owner acknowledges that any removal or adjustment of such items shall be at the Owner's risk and the Owner undertakes to indemnify the Board against any resultant loss or damage;
 2. Not to cover the Vessel with a tarpaulin or any similar items or do anything to the Vessel which may destabilise it while the Vessel is stored ashore.
 3. To indemnify and keep indemnified the Board and its insurers against all liability, costs, claims and demands howsoever arising in respect of any claim by any third party against the Board or its insurers resulting directly or indirectly from the storage of the Vessel ashore and any actions or omissions by the Owner whilst the Vessel is stored ashore;
 4. To keep in force at all times, whilst the Vessel shall be stored ashore at the Board's premises, a policy of insurance covering such injury, accident and loss with an insurance office of good repute and in such amount (being not less than £5,000,000 in respect of any one accident or incident) as the Board shall deem satisfactory and to produce to the Board upon demand a copy of the said policy and the last premium receipt thereof together with confirmation from the insurers that they are aware of the risks involved in the storage of the Vessel ashore with the mast stepped where appropriate.
- 3.4. The Owner acknowledges and accepts that while a Vessel is in a hoist, the Owner will not be permitted to undertake pressure washing.
- 3.5. Where the Owner has requested a lift out and subsequently requests a lift in, the terms of this Clause 3 shall apply equally to both services without the need for the Owner to submit a further written request.
- 3.6. The Hirer shall punctually pay all relevant dues and charges properly levied by the Board for the provision of the Service, which dues and charges are detailed elsewhere within the Dover Marina Guide. The Board reserves all rights in respect of any non-payment.