



General Terms and Conditions of Berthing, Mooring and Storage Ashore

In these conditions the following definitions will apply: -

“Company” shall mean Plas Heli Cyf

“Plas Heli Facility” (Facility) shall include the Plas Heli visitor and Events pontoons, shore storage or any other facility for berthing or storing a vessel, which is owned or controlled by the Company.

“Owner” shall include a charterer, master, agent, or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle.

“Owner’s Party” shall mean the Owner’s family and/or private guests or visitors and/or his servants, agents, crew, or sub-contractors.

“Vessel” shall include any form of craft, boat, ship, yacht, dinghy, multi-hull or other marine structure which is the property of or is in the care and control of the Owner whether or not detailed in any services and/or berthing/mooring storage agreement and/or lease agreement between the Company and the Owner.

“Berth or Mooring” shall mean the space on water or land from time to time allocated to the Owner by the Company for the Vessel during the term of any Services and/or berthing/mooring storage agreement and/or lease agreement between the Company and the Owner.

“User” shall mean any person using the Plas Heli facilities for any purpose whatsoever.

“Manager” shall mean the person responsible for the day-to-day management of the Plas Heli facility.

“Fair and Acceptable Usage Policy” applied to all services, water electricity and internet connection. The company provides services, and the Owner and Owner’s party will have nominally unlimited use for a fixed fee. This is intended to allow normal usage but, prevent what is considered excessive. Excessive use will lead to additional charges or suspension, and this is enforced directly, without legal proceedings. See [Plas Heli - Fair and Acceptable Usage Policy](#)

1. Every Owner, Owner’s Party or User or any other person entering the Facility for any purpose and by any means shall be deemed to agree to and be bound by these Conditions and Regulations.
2. The Company accepts no responsibility to an Owner, Owner’s Party or User or any other person to enforce any provision of these Conditions or Regulations against any other Owner, Owner’s Party or User.
3. All Vessels and vehicles in or on the Facility may be moved by the Company to any part of the same Facility as required for operational purposes.
4. The Company shall not be liable whether in contract, tort or otherwise, for any loss, theft or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the Owner or others claiming through the Owner.
5. The Owner shall indemnify the Company against loss, damage costs, claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the Owner’s vessel or vehicle or by the Owner and/or Owner’s Party except to the extent that such loss, damage, claims or proceedings may be caused by the negligence or wilful act of the Company.
6. The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew and agents, visitors and guests and sub-contractors in a sum of not less than £3,000,000 in respect of each accident or damage and in respect of each vessel adequate salvage insurance. Such insurance shall be affected and maintained in an Insurance office of repute and the Owner shall produce the policy or policies relating thereto to the Company on demand.

7. No part of the Company's Marina or premises or any Vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes. The Owner shall not sell or charter the Vessel or offer it for sale or charter whilst berthed in the Facility unless: -
 - He notifies the Company in writing of each sale or charter and the Company agrees in writing.
 - He pays the Company the contracted fee for commercial use.
8. No work shall be done to the Vessel whilst at the Facility (unless with prior written consent of the Company which may be withheld at its sole discretion) other than minor running repairs or minor maintenance of a routine nature by the Owner, or Owner's Party not causing any nuisance or annoyance to any other users of the Facility or any other person residing in the vicinity.
9. The Company has the right to exercise a general lien upon any Vessel and/or other property of the Owner whilst in or on the Company's Facility or premises until such time as any money due to the Company from the Owner in respect of the Vessel and/or other such property whether on account or otherwise if rental, storage, or berthing charges is paid.
10. Notwithstanding and in addition to Condition 18, the Company is irrevocably appointed the agent and attorney of the Owner for the sale or other disposal of any vessel and/or other property of the Owner so long as any money is due from the Owner to the Company and the Company shall be entitled to charge and pay all usual commissions and expenses in connection with such sale or disposal.
11. The Company shall have the right (without prejudice to any other rights in respect of breaches to these conditions by the Owner) to terminate the licence granted to the Owner in the following manner in the event of a breach by the Owner of these Conditions or of any failure by the Owner to make any payment due to the Company. If the breach is capable of remedy or the Owner has failed to make any such payment,

the Company may serve notice on the Owner specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount due within fourteen days. If the Owner fails to remedy such breach or pay the amount due within fourteen days, or if the breach is not capable of remedy the Company may serve notice on the Owner specifying the breach or failure to pay (when not already specified) and requiring him to remove the vessel within twenty eight days, at the expiration of which the Owner shall remove the vessel and any other property of his from the Facility provided always that there no money is owed to the Company at that date. The owner is liable for all costs, including but not limited to rental, storage, yard charges and management costs as detailed in the licence fee and yard charge price list in use at the time. If the Owner is in credit, then the Company shall refund to the Owner the unexpired portion of the licence fee (disregarding any discount given) less ten per cent for administration expenses and loss of profit and subject to a right of set-off in respect of any damage suffered by it and/or other monies owing as a result of the matters giving the Company the right to terminate the licence. In the event that moneys are owed to the Company the vessel must remain at the Company's premises – with charges being levied in line with the price list until these are paid at which point the Owner shall remove the vessel from the Facility.

12. When no date of termination has been agreed in writing between the parties the Company or the Owner may terminate the licence granted to the Owner by giving the other twenty-eight days' notice of such termination, at the expiration of which the Owner shall remove the vessel from the Facility provided always that there no money is owed to the Company at that date. In the event that moneys are owed to the Company the vessel must remain at the Facility – with charges being levied in line with the price list until these are paid at which point the Owner shall remove the vessel from the Facility.
13. If the Owner fails to remove the vessel or any other of his property on termination of the licence

(whether under this Condition or otherwise) the Company shall be entitled:

- To charge the Owner with the rental which would have been payable by the Owner to the Company if the licence had not been terminated for the period between termination of the licence and removal of the vessel from its Marina and/or premises.

- At the Owner's risk (save in respect of loss or damage caused by the Company's negligence during such removal) to remove the vessel from its Facility and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees.

14. The Owner understands and agrees that the Company has the right to require the Owner or Owner's Party or any one of them to leave the Facility immediately if they act recklessly or unreasonably.
15. The Owner, or any other person whilst at the facilities must report in writing to the Manager within 24 hours any non-minor injury or accident that occurs within the Facility.
16. The Owner agrees that no Vessel stored ashore may be moved, have its cradle adjusted, nor shall any chocks or shores be moved except with the Company's written consent.
17. In all cases where a contract of hire or licence to occupy any moorings, Berths, storage space, property or facilities may be lawfully terminated or any other thing may be done by notice, the same shall be deemed to be lawfully served personally on the Owner or sent by registered post or recorded delivery service to the last known address in the United Kingdom of the Owner or to the principal place of business of the Company.
18. Any Vessel or other property left at the Company's Marina and premises are subject to the provision of Torts (Interference with Goods) Act 1977 which confers on the Company as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the Company has given notice to the Owner or has taken reasonable steps to trace him in

accordance with the Act. A similar right of sale shall also arise when any vessel or other property of which the Company is not a bailee are left at the Company's Facility. The above condition is without prejudice to the general condition 10.

19. Any obligation of the Company towards Vessels or property left at its Facility ends upon the expiry or lawful termination of the grant to the Owners of facilities in respect of such Vessels or property and the Company accepts no responsibility for loss or damage to any vessels or property left at its Facility without its consent.
20. If in the Company's opinion such be necessary for the safety of the Vessel or for the safety of other Users of the Facility or for their Vessels or for the safety of the Company's Facilities plant and equipment, the Company shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the vessel and the Company's reasonable charges therefore shall be paid by Owner. A key giving access to the vessel shall be left with the Company.
21. Unless he has the Company's prior consent in writing, the Owner shall not lend or transfer the Berth (this licence being personal to the Owner, relating to a particular Vessel and non-assignable) nor shall he use the berth for any other Vessel.
22. Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require, with due consideration for the safety of all other users and all employees and people under the control or direction of the Company and unless otherwise agreed the necessary warps and fenders shall be provided by the Owner.
23. The Owner must not sublet the berth and the berth must not be occupied by any other vessel owned by the Owner or otherwise.
24. Nothing in the agreement shall entitle an owner to the exclusive use of a particular berth, and at any time when the berth is not actually occupied by a Vessel the Company shall be free to permit its use by any other Vessel without paying any



compensation or giving any discount to the Owner.

25. If a Vessel vacates the berth for more than three nights, the owner must notify the Company and must provide at least two days' notice of the vessels intended return to the berth.
26. 'Short-Stay' and 'Monthly Berth-holders' must remove their Vessel at the end of their agreed stay period or when instructed by the Company. If the Owner fails to comply, and the Company requires the berth for another purpose, the Owner will be charged for all costs of removal to another berth and ashore if no berth is available.
27. Berths shall be licensed for periods from time to time published by the Company and charges therefore will be calculated by reference to the Company's published list of charges at the commencement of the licence.
28. In the event of early termination by the Owner of a license which has been subject to advance payment the Company shall not be liable to refund to the Owner any portion, whether unexpired or not, of the license payment.
29. All Users using any part of the Company's Facilities for whatever purpose and whether by invitation or otherwise do so at their own risk.
30. No Vessel when entering or leaving or manoeuvring in the harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the harbour. Vessels are, at all times, subject to speed restrictions and the byelaws of harbour, navigation and other authorities. Furthermore, all vessels must comply with any direction, regulation or designation of the Hafan Marina, and/or its Marina Managers given either specifically or generally and in accordance with any reasonable conditions as may be imposed.
31. No noisy, noxious, or objectionable engines, radio, or other apparatus or machinery shall be operated within the Facility so as to cause any nuisance or annoyance to the Company, to any other users and the Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend the aforesaid. Halyards shall be secured so as

not to cause such nuisance or annoyance. The Owner should also ensure that the vessel is moored securely. Barbeques are strictly not allowed on a boat whilst berth on the Pontoons.

32. No refuse shall be thrown overboard or left on the pontoons, jetties or car parks or disposed of in any way other than in the receptacles provided by the Company or by removal from the Facility. No oil or noxious substances including discharge from vessels' heads and/or holding tanks shall be discharged from vessels whilst moored in the Facility or in the harbour.
33. Dinghies, tenders, and rafts shall be stowed aboard the vessel unless a berth is separately provided by the Company.
34. Owners and their crew are required to park their motor vehicles in the designated Facility car park or in such position and in such manner as shall from time to time as designated or specifically directed by the Company.
35. No items of boat gear, fittings, equipment, supplies, stores, tools, materials, or rubbish shall be left on the pontoons, jetties, or car parks.
36. The Owners shall take all necessary precautions against the outbreak of fire in or upon their Vessels and the Owner shall observe all statutory and local regulations relative to fire prevention, which shall be exhibited at the offices of the Company. The Owner shall provide and maintain at least one fire extinguisher of a government approved BSI standard type and size in or on the Vessel fit for immediate use in case if fire. Owners shall not refuel vessels in the harbour.
37. The Company reserves the right to introduce regulations which relate to the administration of the Facility, and which are not inconsistent with these Conditions and to amend such regulations from time to time. Such regulations and any amendments to them shall become effective on being displayed on the Company's public notice board or on the web site and the Company shall have the rights against Owners for breach of regulations as for a breach of these conditions.
38. Any Vessel may be required to vacate the Facility for a period to permit the holding of a

Boat Show or for maintenance, dredging or any other purposes as the Company may reasonably require. The Company is authorized to relocate the Vessel afloat during such periods. All costs for alternative moorings, hauling out (if required) towage etc. will be borne by the Company. The Company will not be responsible for loss, damage, or insurance etc, during this period other than as provided in condition 4 above. The level of the annual charge is set to allow for any inconvenience caused and there will be no further adjustment.

39. The Owner will abide with the Company's 'Fair and Acceptable Usage Policy' and not to connect to the services without making appropriate payment.
40. The Company shall be entitled to make such additional charge by metering and service charge or otherwise as it may seem reasonable for electricity, and other services supplied to or provided for the use of the Owner or his Vessel or property,
41. Vessels berthed may not be used as static houseboats or for permanent residential purpose and must be kept in a mobile and seaworthy condition. The Owner shall at all times be responsible for the proper upkeep and safe condition of the vessel its gear and equipment (whether afloat or ashore) and maintain it in good clean and seaworthy condition and ensure the vessel is able to navigate under its own power at all times.
42. The Owner shall take all steps to be aware of current Health and Safety, Environmental and other legal requirements and shall comply with all reasonable instructions of the Company and/or the manager in connection with all matters relating to the safe and efficient operation of the Facility and harbour.
43. Owners and/or Owner's Party and/or Users with dogs or other animals on board should keep them under control and dogs must be kept on leads whilst walking on pontoons, and Owners and/or Owner's Party and/or Users shall see that any soiling of the pontoons or Marina property by their animals is cleared up by them immediately and not disposed of into the water.
44. Motor Caravans Trailers and Tents may not be parked or used anywhere on the premises without the written consent of the Company, boat trailers may only be parked with the written consent of the Company and in the designated area.
45. The Company reserves the right to remove, at the Owners expense, any Vessel from its allocated position, into storage should any fees not be paid within 14 days of the date they fall due.
46. Any Vessel with a LOA exceeding the allocated Berth length and/or exceeding the LOA invoiced under the contract may be moved, at the Owners' expense, to a suitable alternative Berth at the sole discretion of the Company. LOA is calculated as the maximum length of the vessel including bow sprit, bumpkin or other projections if any (above or below the waterline) and shall be rounded up to the nearest half of a meter for berthing calculations (and for storage ashore purposes).
47. The Owner must keep the outside of the Vessel in reasonable repair and the area around the Vessel clean and tidy.
48. Moorings/Berths are let for the period specified in the contract. Fees and Electricity service charges cannot be refunded or credited for non-use of berths. Contracts are not transferable.
49. The company will publish the fee rates and fee structure every year and reserves the right to make amendments and reserves the right to set a minimum fee.
50. An application for a berth is not considered valid if there are outstanding payments due to the Company or if the applicant has been in breach of these Terms and Conditions in the past.
51. A pontoon berth contract does not entitle the owner to a storage space ashore for trailers. Storage ashore is by separate agreement.