

# DRY DOCK

## CONDITIONS OF HIRE

<p>1. The booking of the dry dock shall not be valid until we have received and accepted a completed Booking Form duly signed and a deposit payment of £100 from the hirer whose minimum age must be 18 years. We shall confirm that the booking is valid by returning a written confirmation / receipt to the applicant.</p>
<p>2. The Owner shall bring his/her vessel onto the dry dock moorings at the agreed time and if the vessel is not available for docking within 24 hours of the entry time then the docking fee will be forfeited and the Owner will pay any consequent costs and losses.</p>
<p>3. The Owner shall be present when the vessel is put in or taken out of the dry dock or give his/her consent in writing to us for such operation to take place in his/her absence.</p>
<p>4. The Owner shall satisfy his/herself that the facility is fit and adequate for the desired purpose.</p>
<p>5. The Owner hereby confirms that adequate insurance cover is in place for the proposed works the dry dock and public liability and no solid fuel fires or ranges will be used on board while the boat is in dock.</p>
<p>6. In the event of a vessel arriving at the dry dock in such a damaged condition or in such other circumstances that we feel it necessary to admit the vessel immediately we may admit such vessel in priority to any other vessel notwithstanding any prior applicants.</p>
<p>7. We may at our discretion let water into the dry dock and open the gates for vessels to enter the dry dock notwithstanding that another vessel may already be in the dry dock in which event the Owner shall be given as much notice as is reasonably possible in the circumstances.</p>
<p>8. The Owners use of the dry dock is entirely at his/her own risk and we will not be responsible for any accident involving personal injury to anyone or damage to any vessel going into or out of, or while in the dry dock nor for any loss occasioned by delay however arising.</p>
<p>9. The Owner will be responsible for and release and indemnify us and our agents from and against all liability for personal injury (whether fatal or otherwise) loss of or damage to property and any other loss damage costs and expenses however caused or incurred (whether by act or neglect of ourselves or our servants or agents or not) which would not have arisen but for the use of the dry dock afforded by ourselves to the Owner.</p>
<p>10. We may prevent any vessel entering or leaving the dry dock or any work being done on the vessel except by persons who in our opinion are adequately competent or experienced.</p>
<p>11. The suitability of any additional machinery or appliances hired from us shall not be implied.</p>
<p>12. All dirt, plates, rubbish or other waste material in the dry dock or on the walkway or work area which results from the presence of a vessel in the dry dock shall be removed by the Owner before any water is drawn in to remove the vessel from the dry dock. Where more than one vessel occupies the dock the Owner responsible for each vessel will be responsible for removing the refuse attributable for his/her vessel. In the event of any dispute or default we may recover from the Owner responsible for making good any default and our decision will be final.</p>
<p>13. We shall not be responsible for the consequence of delays or restrictions to cruising arising from obstructions, damage or repairs to the navigation and/or associated structures, ice on the canal ,shortage of water or other causes beyond our control and we reserve the right to restrict entry or exit of the dock in hazardous conditions.</p>
<p>14. The Owners vessel will be removed from the dock at 5.00 p.m. on the last day booked on the Booking Form. If the works to be done are not completed the Owner must re-hire the dry dock. Under no circumstances must the Owner carry out works that are likely in our opinion to overrun his/her allotted hire period.</p>
<p>15. We reserve the right to decline a booking or to refuse entry to the dry dock and moorings to any person or persons who in our opinion are unsuitable for whatever reason. We reserve the right to repossess the dry dock at any time where an accident or damage has occurred or in our opinion is likely to occur because of the unsuitability of the hirer. In such cases we shall not be liable to make a refund of the booking fee.</p>