

**SUPPLEMENTARY TERMS AND CONDITIONS RELATING TO  
FALMOUTH HAVEN**

**GENERAL TERMS (ALL FACILITIES)**

These terms are not exhaustive and are supplemental to and should be read in conjunction with the Falmouth Haven Berthing, Mooring and/or Storage Ashore licence. Falmouth Haven may cancel a licence to berth or moor should any of these terms be breached.

**1. Spillages**

As part of our environmental policy, *all* spillages must be reported to a member of staff or the Falmouth Haven office *immediately*. Absorbent materials must be carried onboard to mop up any minor fuel or oil spillages.

**2. In Case of an Emergency**

In case of an emergency occurring outside of the hours when a member of staff is in attendance please call Falmouth Coastguard on 999 or on VHF channel 16.

**3. Owner to display Vessel's Name**

The vessel must be clearly marked with its name and sticker, if issued, by Falmouth Haven.

**4. Use of Vessel**

At no time should a vessel be hired out or rented to third parties for residential purposes.

**5. Vessel Details**

We reserve the right at any time during the period of the agreement to measure the vessel and charge you additional berthing fees if the vessel length is greater than the length stated in the Berthing Licence. Your vessel must be kept in a structurally sound and seaworthy condition. If we reasonably believe that your vessel is not structurally sound or seaworthy and may present a risk to safety or a risk to safe navigation we reserve the right to lift the vessel and place it ashore. Where practicable we will give you notice of our intention to lift the Boat and an opportunity for you to do the necessary work to make the vessel sound and seaworthy. Your vessel will not be returned to the berth until we are satisfied that the vessel is structurally sound and seaworthy and poses no threat to safety or safe navigation and we may require you to commission a survey report (at your expense) to demonstrate that it is structurally sound and seaworthy.

**6. Ladder access**

Owners should be aware of the risks of accessing their vessels via the quayside ladders. Great care should be taken when climbing up and down the ladders and persons using them must ensure that they are medically fit to do so. Supplies and equipment should not be carried on the ladders, instead the vessel should be moved to a safer access location. Any damage to ladders should be reported to Falmouth Haven. Ladders should not be used if they appear to be damaged or defective.

**7. Animals**

Animals on Falmouth Haven property must be kept under control. Dogs must be kept on leads at all times except where on a Boat or in a Vehicle. Animals should not be left unattended in Vehicles parked on Falmouth Haven property. Users must ensure that fouling of Falmouth Haven property by their animals is cleared up & disposed of appropriately.

**8. Photography/CCTV**

Falmouth Haven may from time to time take photography or video that captures scenes for promotional purposes. Falmouth Haven operates CCTV Surveillance Cameras for security and safety purposes in accordance with the CCTV Code of Practice and the Data Protection Act.

**9. Quayside Railings**

Mooring rings are provided, please use them and do not secure your vessel to the quayside railings.

**SUPPLEMENTARY TERMS/CONDITIONS APPLYING  
SPECIFICALLY TO FALMOUTH HAVEN MARINA**

**1. Berthing**

The Owner must ensure that their vessel is suitably berthed and that sufficient fenders are placed between it and the pontoons to avoid damage to it and other vessels. The safety of the vessel whilst alongside remains the responsibility of the Owner and crew. Should adverse weather conditions prevail, it may be necessary to put out extra lines and/or fenders. In severe weather conditions it may be necessary to move berth to avoid endangering boats or pontoons. If the weather conditions are such that the vessel needs to be taken off the pontoons and placed on a swinging mooring by a member of staff in your absence, you may be charged for this service.

**2. Safety and Security**

**2.1** Owners to ensure that their vessel's safety is adequately monitored during their stay. It is not a requirement that the vessel is occupied overnight, however a member of staff must be informed if the vessel is to be left unattended and a contact telephone number should be provided.

**2.2** Care must be taken when moving around on the pontoons as there may be tripping hazards. Do not place tenders or equipment where it may obstruct free passage.

**2.3** Extra care must be taken during cold conditions as the pontoon surface may become slippery.

**2.4** In the interests of safety angling, swimming & cycling are strictly prohibited on and around the pontoons.

**3. Water Conservation**

Fresh water taps are sited on the Marina - please conserve water and avoid wastage.

**4. Electricity**

Falmouth Haven is under no obligation to provide electricity to a berth. Owners must not tamper with the electrical equipment provided by Falmouth Haven.

**5. Amenity Centre Access**

Access codes must be kept secure.

**6. Fire**

Barbecues are prohibited. In the event of a fire occurring please sound the alarm immediately. Alarms and fire extinguishers are sited on the ends of the main spine of the marina.

**7. Halyard and Rigging**

All halyards and loose rigging shall be frapped.

**8. Depth**

Please check that the depth of the berth is suitable over the entire duration of your stay. Berth depths are displayed on the marina noticeboard and local tide tables are available from the marina office or from the Falmouth Haven office.

**9. Departure**

Take care when departing. Please use the designated channel.

**10. Winter Village Period**

The winter period is from 1<sup>st</sup> October until 31<sup>st</sup> March. Owners may remain on the marina during April at the same rate but berths will not be reserved during April and visitors may come alongside. The first payment is due by 1<sup>st</sup> October and must be for the October and November months, December's payment is due by 1<sup>st</sup> November and so forth

**SUPPLEMENTARY TERMS/CONDITIONS APPLYING TO  
FALMOUTH HAVEN CUSTOM HOUSE QUAY/NORTH QUAY BERTHING**

**1. Seasonal Berthing Period**

Falmouth Haven Custom House/North Quay berthing facility is licensed for a seasonal period annually, 1<sup>st</sup> April to 31<sup>st</sup> October and 1<sup>st</sup> November to 31<sup>st</sup> March. No refunds are due for periods unused. No living aboard vessel is allowed.

**2. Owner Responsible for Safety**

The Owner is responsible for the mooring of their vessel. Berthing of craft needs to be undertaken in a safe and secure fendering, the proximity of adjacent craft and ladders to the prevailing tidal and weather conditions. Where Falmouth Haven deem the vessel to be unsafely berthed they have the right to relocate craft and/or amend berthing arrangements and charge accordingly. Owners are responsible for undertaking any additional precautions required when using drying berths taking into account the characteristics of their vessels.

**3. Berthing Arrangements**

Berths are let on the basis that the Owner accepts that other vessels may berth alongside their craft. Acceptance of the licence confirms acceptance of this condition.

**4. Pumping of Bilges**

Automatic bilge pumping of craft with inboard engines is expressly forbidden within the basin.

**SUPPLEMENTARY TERMS/CONDITIONS APPLYING  
SPECIFICALLY TO VESSELS DRYING OUT ON QUAY BERTHS**

1. Owners are required to list their vessel towards the quay prior to taking the ground for the first time and to fender the vessel appropriately to prevent damage to the vessel and the Quay fittings.
2. Where deploying legs, owners are required to ensure that they are fit for purpose taking into account the nature of the sea bed at the berth and are well secured.
3. Owners are required to securely moor vessels to the quay fittings provided for the purpose and not attach mooring lines to railings or ladders.
4. Owners are required to ensure that moorings are rigged so as not to foul ladders or any other fittings on the Quay which may cause a line to become trapped.
5. Owners are required to monitor vessels and adjust ballast and moorings as necessary to ensure that it grounds and re-floats safely.
6. Owners are required to ensure that watertight doors and hatches so far as practicable remain closed whilst using the berth.
7. Owners are required to take suitable precautions to ensure that fuel does not escape through breather pipes should the vessel assume a large angle of heel.

### **SUPPLEMENTARY TERMS/CONDITIONS APPLYING TO FALMOUTH HAVEN MOORINGS**

**1. Period**

Falmouth Haven serviced moorings are licensed for two periods annually, 1<sup>st</sup> April to 31<sup>st</sup> October and 1<sup>st</sup> November to 31<sup>st</sup> March.

**2. Owners responsible for pendant**

Unless hiring a pendant from Falmouth Haven, the Owner is responsible for the provision and the maintenance of the mooring pendant. The recommended specifications for such pendants are available from the Falmouth Haven office. Where pendants are hired from Falmouth Haven, they are not to be lengthened or shortened by the hirer. Defects should be reported as soon as they are identified.

**3. Support buoys**

Support buoys must be purpose designed and constructed so as not to be a hazard to other craft on moorings. Where Falmouth Haven deems such buoys to be hazardous they may be removed and an appropriate charge applied. In the event of an owner supplied support buoy failing, this may result in a charge for re-locating the riser being levied.

Any person causing their own equipment to be fitted or removed from a mooring is responsible for ensuring that the mooring riser is connected to a surface mark on completion. Failure to do so may result in a charge for re-locating the riser being levied.

**4. Contact between vessels**

The distance between moorings is so calculated as to provide clear swinging room for the vessels authorised to occupy them under normal circumstances. There may, however, be conditions of wind and tide in which adjacent vessels may make contact with one another or adjacent support buoys and mooring equipment. In accepting a mooring or mooring site, a vessel's owner must accept this possibility and agree to indemnify Falmouth Haven, its staff and officers against such damage occurring.

### **SUPPLEMENTARY TERMS/CONDITIONS APPLYING SPECIFICALLY TO FALMOUTH HAVEN PREMIUM MOORINGS**

**1. Owner responsible for connection of vessel to mooring**

Falmouth Haven will supply the mooring with a chain mooring pendant which must be used for connection of the vessel to the mooring. The pick up rope must not be used for securing the vessel.

**2. Contact between vessels**

The distance between moorings is so calculated as to provide clear swinging room for the vessels authorised to occupy them under normal circumstances. There may, however, be conditions of wind and tide in which adjacent vessels may make contact with one another or adjacent support buoys and mooring equipment. In accepting a mooring site, an owner must accept this possibility and agree to indemnify Falmouth Haven, its staff and officers against such damage occurring.

**3. Premium Mooring Site Period**

Falmouth Haven Premium Moorings are let for specified periods. The hirer may apply, but has no right, to hire for a further period. Use of the facilities outside of the agreed period is chargeable at Falmouth Havens advertised visitors daily rate. No refunds are due for periods unused.

**4. Amenity Centre Access**

Amenity centre access is limited to a maximum of four persons per Premium Mooring agreement. Access codes must be kept secure

**SUPPLEMENTARY TERMS/CONDITIONS APPLYING  
SPECIFICALLY TO FALMOUTH HAVEN OUTHAULS**

**1. Seasonal berthing period**

Falmouth Haven outhauls are licensed for two periods annually; 1<sup>st</sup> April to 31<sup>st</sup> October and 1<sup>st</sup> November to 31<sup>st</sup> March. No refunds are due for periods unused.

**2. Vessel dimensions**

The maximum dimensions of the craft to use this facility is 5.5m LOA and 2m Beam. These dimensions must not be exceeded.

**3. Facility not to be tampered with**

No work is to be carried out by the hirer on this facility. Any defects or operating problems should be reported as soon as possible.

**SUPPLEMENTARY TERMS/CONDITIONS APPLYING TO  
FALMOUTH HAVEN BOAT PARK**

**1. Owners Responsible for Safety**

During craning operations, only authorised personnel are permitted/allowed to enter the designated area. The Owner or representative familiar with the boat's underwater configuration must be in attendance during lifting operations. Any instructions from the craning personnel must be adhered to. The Owner is responsible for the safe support and shoring of their vessel whilst being stored on the Boat Park and when beaching their vessel on the slipway. Properly designed cradles should be used. They should be in good condition and designed to withstand loads generated by the strongest winds likely to be experienced. Fin and long keel yachts must be supported in a purpose built cradle or trailer when stored. The Owner is responsible for inspecting their vessel and support arrangements regularly whilst the vessel is ashore. Falmouth Haven, their officers and servants shall not be held liable for loss or damage to or caused by any vessel or its contents due to failure of the vessels supports. It is recommended that masts are removed to reduce the potential wind loadings on the cradle. Sails, sprayhoods and dodgers must be removed before storing for the winter. Boat covers, if fitted, must be in good condition, close fitting and well secured with ropes passed under the vessel, but not secured to props or cradles. The roadways and the slipway must be kept clear at all times.

**2. Work on Boats Ashore**

The Boat Park and slipway shall not be used for wiping out paint brushes and paint must not be spread on the Boat Park or slipway. Stones, anchors etc. shall not be left on the slipway. Vessels using the slipway must secure to the rings provided. Antifouling removed from vessels' hulls shall be swept up and disposed of without detriment to the environment. Antifouling waste shall not be permitted to enter the watercourse. No electrical leads may be run from adjacent buildings. Leads from portable generators may not be placed across roadways.

**3. Condition of trailers**

Road trailers must comply with the Road Traffic Act and launching trolleys must be fit for purpose, secondary coupling devices must be used where fitted.

**4. Authority of Falmouth Haven**

Any boat or property on the Boat Park or slipway shall be placed as required by the Falmouth Haven staff and shall be moved or removed as and when required by them. Craft may be beached on the slipway for limited periods only by prior permission of Falmouth Haven.

**SUPPLEMENTAL TERMS/CONDITIONS RELATING  
SPECIFICALLY TO FALMOUTH HAVEN CAR PARKING PERMITS**

1. Permits are a licence to park a vehicle and as such are issued to an Owner and not transferable.
2. Your vehicle permit is valid for any numbered parking bay (3 to 16) on North Quay.
3. Your permit is not valid on Customs House Quay or in any "pay and display" spaces.
4. It is your responsibility to provide the correct vehicle registration when purchasing a permit. The car parks are regulated by a car parking Enforcement Company, who may issue a Parking Charge Notice to any vehicle, parked contravening any of the car parking regulations.
5. Vehicles must be parked within a single parking bay only.

**SUPPLEMENTAL TERMS/CONDITIONS RELATING  
SPECIFICALLY TO MARINA TENDER BERTH HOLDERS**

1. **Valid Period**  
Marina Tender Berth licences are valid from 1<sup>st</sup> April until 31<sup>st</sup> March. No refunds are due for periods unused.
2. **Vessel Dimensions**  
The maximum dimensions of the craft to use the tender pontoon is 3m LOA and 1.5m Beam. These dimensions must not be exceeded without the express permission of Falmouth Haven. Any vessel exceeding these dimensions may be removed.
3. **Amenity Centre Access**  
Amenity centre access is limited to a maximum of four persons per Marina Tender Berth agreement. Access codes must be kept secure.
4. **Not Transferable**  
This facility is not transferrable between other users or vessels.
5. **Fuel Discount**  
Marina Tender Berth holders may receive a maximum of 1,000 litres of discounted fuel per annum and is applicable to the owner's vessels only.

**SUPPLEMENTARY TERMS/CONDITIONS APPLYING  
SPECIFICALLY TO CUSTOM HOUSE QUAY SMALL CRAFT PONTOON**

**1. Berthing**

The Owner must ensure that their vessel is suitably berthed and that sufficient fenders are placed between it and the pontoons to avoid damage to it and other vessels. The safety of the vessel whilst berthed remains the responsibility of the Owner and crew. Should adverse weather conditions prevail, it may be necessary to put out extra lines and/or fenders. In severe weather conditions it may be necessary to move berth to avoid endangering boats or pontoons.

**2. Safety and Security**

**2.1.1.** Owners to ensure that their vessel's safety is adequately monitored whilst on the berth.

**2.1.2.** Care must be taken when moving around on the pontoons as there may be tripping hazards ropes or other paraphernalia present. Particular care should be exercised when crossing access bridges or connections between pontoons. Do not place tenders or equipment where it may obstruct free passage. Pole pontoons are not weight bearing and only decked areas should be stepped on when accessing vessels.

**2.1.3.** Extra care must be taken during cold conditions as the pontoon surface may become slippery.

**2.1.4.** In the interests of safety cycling is strictly prohibited on the pontoons. Swimming & angling from the Pontoons is also prohibited.

**3. Pontoon Access**

Access to berths is restricted to berth holders only. Any access codes or instructions issued are to be kept secure.

**4. Halyard and Rigging**

All halyards and loose rigging shall be frapped.

**5. Depth**

Please ensure that there is sufficient depth of water available in the basin to enable safe transit to and from the pontoons before entering or leaving the berth.

**6. Use and Notice**

Berths are allocated annually. Berthing facilities may be withdrawn with two weeks notice in the event of force majeure rendering it impossible for the facility to be provided.