



RNSA MOORINGS LIMITED- 2022 TERMS AND CONDITIONS

Please retain this document for your future use and guidance.

1. **The Moorings.** Thank you for choosing to berth with RNSA Moorings Ltd. We are a not-for-profit company that provides moorings for RNSA members and Service yachts. We currently have some 300 moorings in Portsmouth Harbour and a few in the Hamble. Please read these Terms and Conditions carefully.

2. **Health and Safety.** Berth holders and their families and guests are responsible for their own health and safety and should be cognisant of the appropriate establishment's H&S policy at all times. Boats, moorings, access points and the maritime environment in general is an area of significant risk and all berth holders and their families / guests should always take care, with due consideration to the conditions and their level of experience. Please note:

- The wearing of life-jackets is recommended, especially for children and at night.
- Use of the launch is at berth holders' own risk and the use of life-jackets is recommended. Please follow the instructions of the coxswain at all times.
- Berth holders are to take all necessary precautions against the outbreak of a fire on the boat. This includes at least one fire extinguisher suitable for the type of boat, engines, fuel and equipment. Such extinguishers shall at all times be kept ready for use and in good efficient working order.
- All accidents, incidents and near misses that occur on the moorings / pontoons should be reported to moorings' staff within 24 hours.
- No Parts of the boat, equipment, dinghies or ropes should be left untidy on the pontoons and all walkways should be clear of boating equipment. Hoses are to be used at your own risk and to be placed neatly on the stands provided. Shore supply power cables should be rigged clear of the water.
- Extreme care should be taken if cycling on the pontoons. Very slow speed and very good look out are both essential. The onus of responsibility for avoiding an accident rests with the cyclist.

Conditions

1. **Provide proof of ownership.** Berth holders will need to demonstrate that they are the full, legal and beneficial owner of the vessel. Where there are co-owners, RNSA Moorings Limited is to be informed in writing who the owners are and what share they hold in the vessel. To qualify for a mooring there is to be one RNSA Member whose ownership share must be 51% or more of the vessel. If all the owners are RNSA Members, the ownership can be divided into equal shares. Failure to meet this requirement will result in the berth holder being given 14 days' notice to vacate their berth.

2. **Insurance.** An in-date insurance for the vessel, including a minimum of £3 million third party liability insurance must be maintained at all times. Failure to meet this requirement will result in the berth holder being given 14 days' notice to vacate their berth.

3. **Management.** The Owner, crew and guests shall comply with all reasonable instructions given by the RNSA Moorings Limited staff in connection with all matters relating to the safe and efficient operation of the Moorings Estate. The Owner shall also provide RNSA Moorings Limited with their current correspondence address, email and telephone contact details and notify them promptly of any changes.

4. **Usage.** RNSA Moorings Ltd exists to encourage boat ownership amongst RNSA members and in particular serving personnel, by offering affordable moorings. Berth availability is very limited due to high demand and owners who do not use their vessel impinge upon our ability to deliver against this mandate and may be requested to relinquish their berth. Please liaise with the staff if you are unlikely to be able to use your vessel very much during the forthcoming season such that options can be discussed. RNSA Moorings reserves the right not to offer a renewal should a vessel remain unused throughout the season.

a. Boats are to be kept in a good condition with any dinghies, trailers or trolleys marked clearly with the boat's name. Boats should also be clearly named and must display the annually issued QHM sticker clearly on the port quarter.

b. The Owner shall ensure that their vessel is navigated and controlled in a seamanlike manner so as not to cause danger, damage or inconvenience to any other person or boat. In particular, the boat shall proceed at a speed that is safe in relation to prevailing conditions and shall at all times comply with a water speed limit of 5 knots near RNSA moorings and harbour speed limits as determined by QHM.

c. The Owner is responsible for all guests, crew and family members. They will need to be signed in at the relevant establishment. It is highly recommended that owners consider a family RNSA membership, which allows spouses to apply for passes in their own right as well as befitting from the RNSA insurance policy where that might be applicable.

d. RNSA Moorings Limited berth holders are for private use only and may not be used to run a business or for any other commercial purpose, including hiring, charter, training, accommodation or social. Vessels on RNSA Moorings Limited moorings found to be run for business will be required to remove their boat from the berth within 14 days.

e. RNSA Moorings Ltd reserves the right to board, enter, move, moor or re-berth any boat, equipment or property of the Owner within the Mooring's Estate at any time for reasons of safety, security or emergency.

5. **Vacation.** Berth holders are required to vacate the berth immediately if so ordered by the Queen's Harbour Master and notwithstanding the 14 day periods detailed above, to vacate the berth within one calendar month if so required by the RNSA Moorings Staff.

6. **Defects.** Any defect which might jeopardise the safety of the Moorings Estate, including vessels, must be report to a member of the RNSA Moring staff, either by email to the Operations Manager on opsmanager@rnsa.org.uk or by phone on 07769 204873.

7. **Environment.** RNSA Moorings takes is responsibility for protecting the environment seriously and expects all its berth holders to do the same. Any concerns or questions should be raised with the staff, but key principles include;

a. The Owner shall ensure that the Boat is properly maintained in order to minimise the risk of damage to the environment and in particular from the risk from paint, fuel or oil spillages. Should a spill occur, the owner must immediately take all reasonably practicable steps to limit the spread of the pollutant and where appropriate warn other Berth Holders of the problem. RNSA Moorings Limited staff are to be informed and for the more serious occurrences then QHM will be advised. Suitable absorbents, rather than chemicals or detergents are the preferred method to deal with any on board fuel or oil spillages. The costs associated with any clean-up operation may be charged to the owner.

b. No dangerous, inflammable, poisonous or noxious substances, spirits, oil or petrol or other inflammable fluid shall be brought onto the Moorings Estate or stored in the Boat except in properly secured containers expressly designed to contain such substances against leakage.

c. The Owner shall ensure that, if the boat is powered by an outboard engine(s), the Boat is equipped with a supply of absorbing material for use in the event of a spillage onboard. If the Boat is powered by an inboard engine, the Owner shall ensure that the Boat is fitted with internal arrangements such as drip trays, bulkheads, bilge water filters or such other equipment effective in preventing the escape of oil from the bilge into the sea. The Owner must not pump oil or oily bilge water from a Boat into the water of the Marina.

d. The Owner undertakes and agrees that no refuse shall be thrown overboard or left on the Moorings Estate. Any hazardous waste resulting from work on any boat, gear must be disposed of in a safe and secure manner. It is strongly recommended that antifouling is not rubbed down whilst the boat is in the water.

e. In the marina there are now recycling, glass and household waste bins, please help us to recycle the rubbish.

8. **Gas.** The owner is responsible for conducting regular inspections of any gas appliances on the boat. RNSA Moorings Ltd and most insurance companies recommend that an annual inspection is carried out by a qualified engineer.

9. **Keys.** Owners are strongly encouraged to deposit keys with the Operation Manager giving full access to the interior and lockers of the boat. These keys will be kept in a secure stowage and may be used by the RNSA Moorings Ltd to enter or to move a Boat if requested by the Owner or the RNSA Moorings Limited believes that it is necessary or desirable to do for safety or security reasons.

10. **Working on Boats.** The Owner must ensure that any work carried out to a boat in the Mooring Estate is executed in a safe, workmanlike and tidy manner and does not cause a nuisance or annoyance to others, or damage to any boat, pontoons or marina equipment. Tools and equipment must not be placed or left on and part of the Mooring Estate. The Owner must remove waste material after completing work on a Boat. Where appropriate the RNSA Moorings Limited will charge the Owner for any damage caused to the Moorings Estate or other Boats and for the removal of any waste. Professional divers engaged for any purpose within the Mooring Estate must comply with the Diving at Work Regulations 1997 and must be authorised by the local Harbour Authority.

11. **Nuisance.** The Owner shall not do or cause, suffer or permit to be done at the Moorings Estate any act or thing which does or may cause a nuisance, annoyance, damage or inconvenience to the RNSA Moorings Limited or any berth holders. The Owner further undertakes and agrees on his behalf of himself, family and any visitors using the Boat that they shall behave in a considerate manner and in such a way not to cause any nuisance, annoyance or inconvenience to the RNSA Moorings Limited or fellow berth holders.

12. **Animals.** Animals may only be brought onto RNSA Moorings Limited / MOD premises with the appropriate paperwork completed and pet pass issued. Dogs should be kept on a lead and all pets kept under close control. They should not be left unattended and not be permitted to cause a nuisance.

13. **Vehicles and parking.** All vehicles are parked at owner's risk and must be identified by the appropriate car parking permit. Vehicles must be parked in designated areas and in line with advice from the relevant establishment or RNSA Moorings Limited staff direction. They should not cause an obstruction. Vehicles should have the relevant insurance, tax and MOT in place.

14. **Living on board.** A number of the establishments have strict regulations regarding the maximum number of consecutive nights permitted. Advice should be sought from the Staff.

15. **Photographs and video footage.** RNSA Moorings Limited retains the right from time to time to take photographs or video footage of the Estate for promotional purposes. RNSA Moorings Limited operates CCTV surveillance for security and safety purposes in accordance with the relevant code of conduct and GDPR.

NOTES

1. **On joining** the RNSA Portsmouth Moorings, new Berth Holders will incur a one-off £50 administration charge. Once a mooring has been allocated, it remains fixed until re-located or notice is given to vacate the mooring. Should you wish to vacate your allocated mooring please confirm in writing or by email to the RNSA Moorings Limited Staff; email: moorings@rnsa.org.uk giving a minimum 1 month's notice. You will be required to pay up to the end of the next month from the date the notice is received. During this period your mooring fee will be calculated on the twelfths' basis and any residue will be returned. In the event of a death of a Berth Holder, their spouse or executors will be allowed a reasonable period of time to remove the boat from the moorings estate if applicable. Should the ownership on death go to a family member then they will need to apply for a mooring to moorings@rnsa.org.uk.

2. **Payment.** The financial year runs from 1 January to 31 December. Berth Holders Payments are managed by 'Go Cardless' online Direct Debit, Online Transfer or in agreement with the RNSA Moorings Limited Staff by cheque payable to RNSA Moorings Limited. Berth Holders are required to pay for the entire year or may elect to pay by instalments; this will incur an additional 5% levy. Charges are based on the recorded boat's length overall. The RNSA Moorings Limited reserves the right to measure all Boats to verify the LOA and this will include anchors, bowsprits, davits, dinghies, etc. The charges due under the Licence Agreement are payable irrespective of whether the berth is occupied or not. Mooring charges will be reviewed annually. The Owner, when permanently removing a boat from the Mooring Estate shall ensure that all Berthing fees are paid in full.

3. **Non-Payment.** If mooring fees are not received within 30 days of falling due, RNSA Moorings Limited will apply a 5% monthly levy of any sum owed until full payment

is received. Should payment not be received within 3 months, RNSA reserves the right to apply the Notice under Section 12 of the Law of Torts (Interference With Goods) Act 1977 to recover costs and to relocate the vessel within the Moorings Estate.

4. **Security of boats.** The RNSA Moorings Limited Staff regularly monitor the Moorings Estate BUT the safety and security of the individual vessel ultimately remains the owner's responsibility. It is imperative to appoint a "Local Representative" if you live more than 40 miles away or are out of the area and leaving your vessel unattended. If you do not have a local representative please advise the RNSA Moorings Limited Staff. It is strongly recommended that mooring warps are of sufficient size and fitted with rubber snubbers to reduce chafe. A charge may be made if your vessel has to be re-secured. If you are on a swinging mooring and intend to keep your vessel on the water over winter, please make sure the RNSA Moorings Limited Staff are informed. Every attempt will be made to provide a sheltered berth during the winter months for those on swinging moorings.

5. **Data Protection.** Berth Holders details will be held in accordance with RNSA's Privacy and Data Protection Policy and GDPR.

PD Warwick
Managing Director



Registered Company No 12380540