

## Jersey Marinas 2019 Terms & Conditions for a Berth / Mooring

Jersey Marinas is a trading name. Jersey Harbours is a trading operation of the States of Jersey.

Agreements for individual berths/moorings in Jersey Marinas and Outlying Harbours are issued to a Permitted User (referred to as 'the User'). In accepting an Agreement for a berth/mooring position allocated by Jersey Marinas, the User accepts the following conditions:

1. The User agrees that the berth/mooring allocated is suitable for the vessel and accepts that it is moored at the Owner's/User's risk and not to hold Jersey Marinas responsible for any loss or damage howsoever caused;
2. The User agrees when deciding to use harbour buoys, moorings and pontoons that they do so at their own risk;
3. To comply with all directions of the Harbour Master or his representative, and in particular, to the manner and position in which the vessel is moored;
4. That the berth/mooring may only be used by the vessel which is subject of this allocation, no other vessel may be moored unless having received prior permission from the Harbour Master or his representative;
5. That the berth/mooring will not be left vacant for a period exceeding one calendar year. Only occupancy by the vessel which is subject of this allocation is valid;
6. The user agrees that Jersey Marinas, at its sole discretion and without compensation of fees, may use the berth for mooring of other vessels when not in use by the user's vessel, provided that Jersey Marinas shall use its best endeavours to ensure the berth, or a suitable alternative is available for the user upon the vessel's return;
7. To provide and maintain in safe working order all ropes and mooring chains, apart from the harbours' ground chains and mooring buoys;  
7a) Exceptions; St Catherine's, St Aubins Outer and Belcroute moorings where the user is to provide, fit and maintain in good working order all deadmen, ground chains, fittings, ropes and buoys.
8. To accept the right of the Harbour Master or his representative whenever necessary in their opinion for the safety of the vessel, or other vessels/property nearby, to board, enter, move, moor or carry out emergency work on the vessel as is deemed necessary. The User shall pay the costs of any such work;
9. The User shall not cause any nuisance to other users of berths/moorings;
10. To secure the vessel and its contents from theft and to comply with all fire prevention recommendations for the size and type of vessel as may be issued from time to time by Jersey Marinas and/or the States Fire and Rescue Service;
11. To maintain the vessel in a seaworthy condition and if necessary, allow safety inspections by the Enforcement Manager of Ports of Jersey, with the recommended safety equipment consistent with the size and use of the vessel to, at least, the recommended RNLI 'Safety Guidelines for Recreational Users';
12. To maintain third party risk to the minimum of £2 million, and be able to produce evidence of insurance on request;
13. To observe the Harbours (Jersey) Regulations 1962 as amended, the 'International Regulations for the Prevention of Collision at Sea 1972', The Water Pollution (Jersey) Law 2000, Harbours (Inshore Safety) (Jersey) Regulations 2012 and other maritime or relevant Health & Safety regulations enacted from time to time;
14. To pay all fees in connection with the berth/mooring on demand and notify Jersey Marinas of any change of contact details within seven days;
15. The fees applicable shall be those stated in the Marinas Tariffs (published at least annually and available on [www.ports.je](http://www.ports.je)) applying to the relevant period;
16. At the request of the Harbour Master to relocate in order to facilitate reorganisation, redevelopment, dredging or similar works undertaken;
17. The berth/mooring is not transferable;
18. The Jersey Harbours / Jersey Airport Terms of Credit shall apply, as from time to time amended;
19. That a breach by the User of any of these Terms and Conditions, will constitute grounds for the Harbour Master to terminate without notice, the berth/mooring allocation and remove the vessel and mooring equipment at the expense of the User. The User may appeal to the Minister, provided such an appeal is made within one month of notice of termination; Subject to the above, the Agreement may be cancelled by either party on giving one months' written notice. 'Annual contracts' are issued for a minimum period of six months. After the initial six months the Agreement may be cancelled by either party on giving one months' written notice. In other event should the User comply with the conditions of the above, the Agreement will automatically be renewed for a further calendar year subject to the payment of the appropriate fees and compliance with the prevailing Conditions of the Agreement.
20. Jersey Marinas reserves the right to alter, suspend, cancel or otherwise vary these terms and conditions at any time. The current version of the terms and conditions shall be those that are available on the website: [www.portofjersey.je](http://www.portofjersey.je).
21. For the avoidance of doubt, these terms and conditions supersede any previous terms and conditions and in the event of conflict between the provisions of these terms and conditions and contents of any other agreement entered into by or on behalf of Jersey Marinas, the provisions of these terms and conditions shall prevail.