Jersey Marinas 2011 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’) on an annual basis. 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/ User’s own risk and not to hold Jersey Marinas responsible for any loss or damage howsoever caused;

2) That the User is normally resident in the Island of Jersey for the period of the Agreement;

3) The User agrees when deciding to use harbour buoys, moorings and pontoons that they do so at their own risk;

4) 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;

5) 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;

6) 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;

7) To provide and maintain in safe working order all ropes and mooring chains, apart from the harbours’ ground chains and mooring buoys;

8) To accept the right of the Harbour Master or his representative whenever necessary in their opinion for the safety of the vessel, to board, enter, move, moor or carry out emergency work on the vessel as is deemed necessary;

9) 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;

10) To maintain the vessel in a seaworthy condition and if necessary allow safety inspections by the Enforcement Officer of Jersey Coastguard, 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’;

11) To maintain third party insurance against all third party risk to the minimum of £2 million, and be able to produce evidence of insurance on request;

12) To observe the Harbours (Jersey) Regulations 1962 as amended, the ‘International Regulations for the Prevention of Collison at Sea 1972’ and The Water Pollution (Jersey) Law 2000 and other maritime or relevant Health & Safety regulations enacted from time to time;

13) 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;

14) At the request of the Harbour Master to relocate in order to facilitate reorganisation, redevelopment, dredging or similar works undertaken;

15) That a breach by the User of any of these Terms & 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 month’s 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.

Jersey Marinas 2011 Terms of Credit

From 1 January 2011

Jersey Marinas is a trading name. Jersey Harbours is a trading operation of the States of Jersey. Applications for the granting of monthly credit facilities should be addressed to the Chief Executive, Jersey Harbours, St Helier, Jersey JE1 1HB. The application should include the name and address of bankers and of a third party to whom reference may be made and also state the amount of monthly credit required and for which particular reason. Should Jersey Harbours decide to grant credit facilities, the following conditions will apply:

1) Invoices will be rendered monthly and must be settled within a period of 30 days following the date of the invoice. The invoice amount must be made in full and any incorrect charge or other error must be notified to:

The Credit Controller, Finance Department, Jersey Harbours, Maritime House, La Route du Port Elizabeth, St Helier, Jersey JE1 1HB, Telephone 01534 447711, Fax 01534 447797.

Where any discrepancies are verified, these will be dealt with by the Jersey Harbours Finance Department by issuing the relevant invoice or credit note, as appropriate.

2) Settlement of invoices may be made by:

a) Cheques — made payable to “The Treasurer of the States” and forwarded to the Credit Controller.

b) BACS Transfer – Bank details may be obtained from the Credit Controller. Note all charges relating to BACS transfers must be borne by the payer.

c) Credit Card – payment can be made over the telephone to the Finance Department on 01534 447712.

3) Where an invoice remains unpaid beyond the period of credit granted, Jersey Harbours will apply a retrospective 2% surcharge per calendar month on the outstanding amount as at the first working day of the relevant month.

4) If accounts are not fully paid within the prescribed period, Jersey Harbours reserves the right to revert to cash payments without further notice and/or seek recovery of the outstanding amount through recourse to the relevant courts.

5) When any monthly credit facilities have been withdrawn they will only be reinstated upon receipt of a deposit equivalent to the highest invoice monthly amount during the preceding twelve month period or other such sum as may be determined by the Chief Executive, Jersey Harbours.

6) Jersey Harbours reserves the right to alter, suspend, cancel or otherwise vary these conditions at any time but will advise the account holder of its intention to do so in writing.

7) If there has been no activity on a credit account for a continuous period of twelve months, the account will lapse and a fresh application will have to be made if it is decided to reactivate the account by the company concerned.

8) GST at the appropriate rate will be applied where applicable.

9) For the avoidance of doubt these Terms of Credit supersede any previous Terms of Credit and in the event of conflict between the provisions of these Terms of Credit and contents of any other agreement entered into by or on behalf of Jersey Harbours, the provisions of these Terms of Credit shall prevail.

Howard Le Cornu
Chief Executive
Jersey Harbours

Senator Paul Routier
Assistant Minister for Economic Development

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