

## **TERMS AND CONDITIONS RELATING TO FALMOUTH HARBOUR**

### **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, the owner may need to place necessary 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.

Under no circumstances may equipment or signage be affixed to or through the pontoon infrastructure

Please contact a member of our team should you have any requests here.

#### **2. Dimensions and suitability.**

The maximum dimensions of the vessel to use this facility is 16 metres Length Overall. These dimensions must not be exceeded.

We reserve the absolute right to determine the suitability of the vessel for the facilities being provided.

#### **3. Safety and Security**

Owners are 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 must be provided. Any vessel left in a permanent berth must be regularly inspected by the owner.
- 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. Tenders or any equipment must not be stored on the pontoons.
- Extra care must be taken during cold conditions as the pontoon surface may become slippery.
- In the interests of safety angling, swimming and cycling are strictly prohibited on and around the pontoons.



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4. Water Conservation

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

5. 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.

**Limitation of Liability:** Falmouth Harbour shall not be held liable for any damage, loss, or injury resulting from electrical surges or fluctuations that may occur while a vessel is connected to the Falmouth Harbour marina's shore power supply. This includes, but is not limited to, damage to the vessel's electrical systems, electronics, and any onboard equipment.

**Vessel Owner Responsibility:** It is the sole responsibility of the vessel owner to ensure that their vessel is equipped with appropriate surge protection devices to safeguard against electrical surges and fluctuations. Falmouth Harbour strongly recommends the use of surge protectors.

**Indemnification:** Vessel owners agree to indemnify and not hold liable Falmouth Harbour, its employees, and agents from any and all claims, damages, losses, liabilities, and expenses arising out of or related to electrical surges or fluctuations. This includes any claims made by third parties as a result of damages experienced due to electrical issues.

1. **No Warranty:** Falmouth Harbour makes no warranties, express or implied, regarding the consistency, quality, or uninterrupted availability of electrical power. Falmouth Harbour does not guarantee that the shore power supply will be free from surges, fluctuations, or interruptions.
2. **Compliance:** Vessel owners must ensure their vessels comply with Falmouth Harbour marina's guidelines on shore power connection. Non-compliance may result in the Falmouth Harbour requiring the yacht owner to take corrective measures. Marina berthing licences may be terminated for non-compliance with policy.
3. **Reporting Issues:** Vessel owners are required to report any electrical issues or irregularities to marina staff immediately. Falmouth Harbour will take reasonable steps to address reported issues but does not assume responsibility for any resulting damages.

By using Falmouth Harbour marina's shore power services, vessel owners acknowledge and agree to these terms and conditions. Falmouth Harbour reserves the right to modify these terms at any time, and such modifications will be effective immediately upon posting.

Where FH has concerns regarding lack of appropriate maintenance being undertaken or the seaworthy condition of vessels berthed on the marina, a berthing licence may be revoked or not renewed on expiry.

#### Anodes and Electrolysis Protection

1. **Vessel Owner Responsibility:** It is the sole responsibility of the yacht owner to ensure their vessel is equipped with and maintains appropriate anodes to protect against electrolysis. Regular inspection and replacement of anodes are necessary to prevent damage caused by electrolysis and galvanic corrosion.
2. **Limitation of Liability:** Falmouth Harbour shall not be held liable for any damage, loss, or injury resulting from electrolysis or galvanic corrosion. This includes, but is not limited to, damage to the hull, propellers, shafts, and any other underwater metals of the vessel.
3. **Anode Compliance:** Vessel owners must ensure their vessels comply with Falmouth Harbour marina's guidelines on anode use and maintenance. Non-compliance may result in the Falmouth Harbour requiring the yacht owner to take corrective measures, including but not limited to, anode replacement or other maintenance. Marina berthing licences may be terminated.
4. **Indemnification:** Yacht owners agree to indemnify Falmouth Harbour, its employees, and agents from any and all claims, damages, losses, liabilities, and expenses arising out of or related to electrolysis or galvanic corrosion. This includes any claims made by third parties as a result of damages experienced due to insufficient anode protection.
5. **Periodic Inspections:** Falmouth Harbour requires that vessel owners perform periodic inspections of their vessel's anodes and underwater metals.
6. **No Warranty:** Falmouth Harbour gives no warranties, express or implied, regarding the effectiveness of anodes or the prevention of electrolysis. The marina does not guarantee that vessels moored at the marina will be free from electrolysis or galvanic corrosion.
7. **Reporting Issues:** Vessel owners are required to report any signs of electrolysis or galvanic corrosion to marina staff immediately. While the marina may offer advice or assistance, it does not assume responsibility for any resulting damages.
8. **By mooring at the Falmouth Harbour marina, yacht owners acknowledge and agree to these terms and conditions regarding anodes and electrolysis protection. Falmouth Harbour reserves the right to modify these terms at any time, and such modifications will be effective immediately upon posting.**

## 6. Fire



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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. Halyards and Rigging

Halyards and other rigging shall be secured so as not to cause a nuisance or annoyance to others.

8. Depth

It is the owner's responsibility to check that the depth of the berth is suitable over the entire duration of your stay. Local tide tables are available from the marina office or from the Falmouth Haven office.

9. Vessel Condition

All vessels must be maintained in a clean and tidy state (appropriate for a marina setting) and in a seaworthy or navigable condition (as appropriate) at all times. We reserve the absolute right to determine the suitability of the vessel for the facilities being provided and its suitability to retain its berth due to its effect on the commercial operation of our facilities. If the condition or appearance of the vessel is deemed unsuitable the berthing agreement may be cancelled with immediate effect.

10. Departure

Take care when departing and use the designated channel. Do not navigate through the moorings.

11. Length of stay

There is a maximum visitor stay of 3 weeks without prior arrangement.

12. Pets

Well-behaved dogs are welcome at Falmouth Harbour. Dog mess must be cleaned up immediately. Failure to do so may result in termination of your agreement. Dogs need to be on leads when out and about on our pontoons.