



# Seaham Harbour Marina

## **BERTH HOLDER INFORMATION & RULES**





# Welcome to Seaham Harbour Marina

We are extremely proud of our multi award-winning marina. We work hard to ensure Seaham Harbour Marina is a fun and entertaining day out with plenty to see and do, as well as ensuring we are offering top facilities for our berth holders.



The Waterside

**THE WATERSIDE** has a fantastic range of cafes, restaurants and shops

- The LookOut Café
- Bulan Burger Joint
- Nicey Icey
- The Pancake Kitchen
- Seaside Chic
- Mr Jacob's Curious Sweet Emporium.

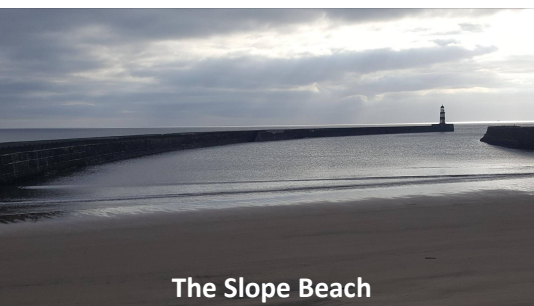
You can book your next holiday with **Hello Sunshine**, capture your most precious moments and turn them into memories at **Darren Wilkinson Photography**, arrange a mortgage or Will with **Taylor Hall** or if you have young children they would love the fun sessions on offer at **Playology Beach School & Learning Studio**.

**THE CASTLESIDE**, home to **East Coast Fitness** offering bootcamps and personal training, **The Flamingo Bar and Café** serves healthy food and **Adventure Access at Seaham Harbour** delivers watersports activities including kayaking and stand-up-paddle boarding.



The Castleside

You can learn more about the history of Seaham and the marina by visiting the **East Durham Heritage and Lifeboat Centre**, home to the famous George Elmy Lifeboat.



The Slope Beach

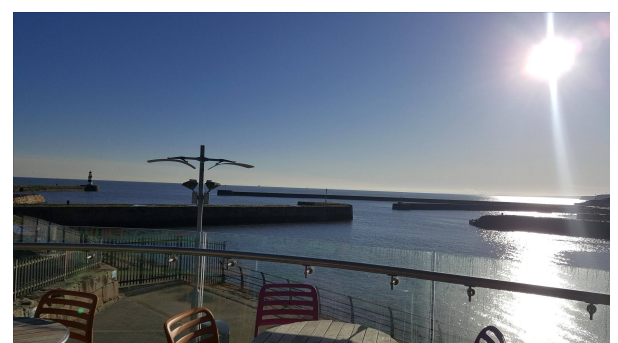
East Durham Heritage and Lifeboat Centre



Or perhaps you want to kick off your shoes and feel the sand between your toes on the beautiful Slope Beach.

Seaham Harbour Marina really is the perfect destination for a fun family day out.

For more information about our Marina please go to our website: [www.seahammarina.com](http://www.seahammarina.com)



# Background

Over the last 18 years Seaham Harbour Marina has worked hard to bring about the regeneration of Seaham North Dock.

After the demise of the pits in the early 1990s the North Dock fell into a semi derelict state. The redevelopment of the Dock was one of the key objectives of the Seaham Regeneration Strategy undertaken in 1994. It was agreed the most appropriate way to bring about the restoration of the North Dock was to undertake a phased approach.

In 2006 the Council completed phase one of the redevelopment. This phase involved the undertaking of public accommodation works, restoration of the limekilns, viewing areas and secondary sea defense work.

The second phase of the redevelopment completed in 2012, aimed to bring economic life back to the North Dock, by creating conditions to support a working marina. This included the creation of the flagship building 'The Waterside' (comprising 12 commercial units), construction of a marina using floating pontoons to accommodate up to 96 leisure craft, reinstatement of the dock gates, improved slipway and improved public access to areas of the North Dock.

In partnership with East Durham Heritage Group, we have developed the former lifeboat house into a visitor attraction which is now home to the restored George Elmy lifeboat.

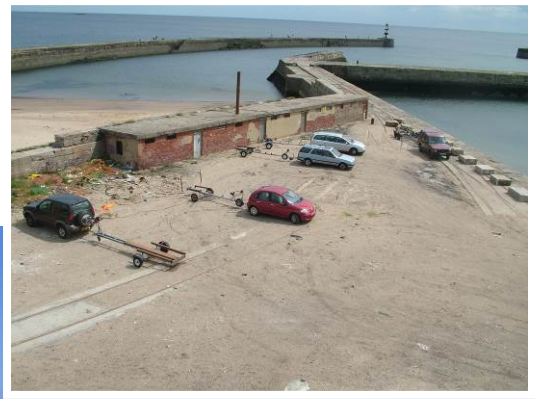
## The Pontoons

- ▶ Up to 96 berths   ▶ Visitor berths   ▶ CCTV   ▶ Automatic dock gate   ▶ £230 per metre
- ▶ Water and electricity to each walkway (no additional charges)
- ▶ Pay by card, cash or cheque
- ▶ One single payment or 4 or 8 instalments (incurs additional fees)



Please note:

- *Priority berthing will be given to the length of a vessel i.e. the longer the vessel the greater chance of a berth however a draft restriction will apply.*
- *A half metre principle will apply making it beneficial to the berth holder. The length overall of the vessel (LOA) will include outboard motors, rudders, fenders or any other fore or aft protrusions.*
- *Priority will be given to annual berth holders.*
- *Annual fees period 1 April – 31 March*





# Dock gate

The marina has a fully automated single dock gate. The gate retains a minimum of 1 metre to a maximum 2 metres on some berths therefore draft restrictions will apply.

The tidal window for navigating in and out of the marina is, on average, 3 hours either side of high tide (total 6 hours). The duration the gate is open and closed depends upon the size of the tide and other factors such as atmospheric pressure.

The gate incorporates a series of navigational safety systems, including navigation lights to indicate gate open or closed and an audible alarm whilst operating.

A separate information document is available on request that explains the typical operation of the gate, its safety systems and manual closing during storm surge conditions.

*Please note:*

- *The gate can be manually overridden and will be closed during storm conditions to protect people, pontoons & vessels during storm surge conditions or if other circumstances dictate*

## Facilities

- ▶ CCTV ▶ Free parking ▶ Boat storage facility ▶ Crane ▶ Toilets and showers
- ▶ Marina Office open from 9am to 5pm (Monday to Friday)
- ▶ Marina operatives on site from 8am – 6pm

The Marina has no chain moorings, budget moorings or storage ashore facilities available. Storage ashore meaning cabins or any open areas to store pots, nets etc.

Due to the minimal space at the marina we cannot accept any commercial fishing vessels, either registered full or part time.

## Traffic and Parking

The Marina offers free on-site parking, however during busy periods there can be no guarantee of available spaces. Marina staff will endeavour to assist with parking for berth holders.

*Please note:*

- *Vehicles and contents are left in the car park at owners' risk.*

## Visiting Boats

Visiting boats will be allocated a suitable berth on their arrival in marina. Once berthed the skipper should check in at the Marina Office.



## Surrounding Area

- ▶ The marina is at the centre of the award winning Durham Heritage Coast coastal walk
- ▶ Seaham Hall hotel is within 1 mile, the place where the famous poet, Lord Byron, married in 1815
- ▶ St Mary the Virgin Church is located within 1 mile, this Grade 1 listed Anglo Saxon church is only one of six like it in the country
- ▶ The “Byron Place” shopping centre is within walking distance, 200 metres, of the marina entrance; stores include Asda, Home Bargain, Subway, Wilkinsons, The Works, Dominos Pizzas etc
- ▶ The sea front & Church Street shopping centre is within 100 metres of the marina entrance, offering The Hat and Feathers (Wetherspoons), B&Bs, restaurants, cafes, modern bars etc. Please speak to the Marina staff for recommendations.
- ▶ Dalton Park shopping centre is within 3 miles. Outlets include M&S Outlet, Next, Adidas and Mountain Warehouse stores.
- ▶ Speak to our friendly staff for more information on where to visit when in Seaham. We are more than happy to help.

# Frequently Asked Questions

## **When do I need to pay each monthly instalment by if I want to renew my license in 2022 to 2023?**

Each monthly instalment must be paid by the last day of each month.

## **Can I park my car at the marina?**

Yes, berth holders can park at the allocated parking spaces on site and there are disabled parking spaces available. We obviously cannot guarantee that parking will be available at all times, especially during the summer months, in which case you would need to park off-site.

*Please note that vehicles cannot park within the main site of the Waterside building or east quay, please take notice of marina staff if requested to move vehicle.*

## **How secure is my property at the marina?**

At the moment we have 11 CCTVs which produce high resolution colour images and cover the most vulnerable areas of the marina i.e. boats. A tannoy is incorporated in the system which can warn any potential intruders.

*We have taken all reasonable steps to ensure the safety and security of yourself and your property and will continue to prioritise safety and security at the marina now and in the future however please ensure that you follow the safety procedures and your property is secure at all times as the Seaham Harbour CIC cannot be held responsible for any injury or damage caused to any person or property whilst on the premises.*

## **What if I want to use the toilets/showers out of office hours?**

The toilets and showers will be open, in the least, from 9am to 6:00pm. Toilet/shower keys are available from the marina office to collect and return.

## **What if I need an extra pontoon access fob for a part owner or crew/friend?**

We must maintain the security of the pontoon access and are limited to the number of fobs we have. If you need an extra fob this will be available for a £10 deposit.

## **Can I use my own electric extension and hoses on the pontoons?**

The marina can supply electric extensions and hoses however if you would prefer to use your own then this is allowed but you must ensure that the electric extensions are the correct type (230v 16A) and in good condition. Hoses we supply are the food quality type blue hoses which are regulated for drinking water supplies. If you need only to wash down using an ordinary hose then you can use your own hose for this but make sure that nobody else can mistake your hose and use it for drinking water purposes.

*The use of electric & water is included in your berth fees. However, we must remind all berth holders that this is a 'fair use' policy therefore only use when you need to and for a limited period, this will allow us to maintain berth fees at a very competitive rate.*

## **What do I do with my waste or recyclable products?**

Small amounts of waste can be put in the ordinary rubbish bins. We have large waste bins and recycling bins at the rear of the Waterside building. The policy of the marina is to recycle as much as possible. We recycle plastic, cans, card and paper. Large amounts of waste can be put into the larger bins at the rear of the building. Please see marina staff to access the waste & recycling containers and for further information.

We do not have any facility for hazardous waste, including oils, batteries etc you must remove off-site and dispose of those yourself.

## How do I contact the marina?

*Postal address:* Marina Office, Unit 10, The Waterside  
Seaham Harbour Marina, Seaham  
County Durham SR7 7EE

*Telephone:* 0191 5818998

*Email:* [info@seahammarina.com](mailto:info@seahammarina.com)

*Web site:* <http://www.seahammarina.com>

*VHF:* Please call the marina on channel 16 then you will be requested to switch to channel 8. Call sign “**Seaham Marina**”

## What times are the shipping movements in and out of the port?

The port shipping movements are 2½ hours before high tide and 2 hours after high tide. Please remember to stay well clear of any ships navigating in or out of the harbour, this is obviously very important, the areas include outside of the pier heads and within the inner harbour.

If you are at anchor outside the piers and you think you may be anywhere near the shipping lanes then remember that you should display a marker ball in front of your vessel especially for vessels exceeding 7 metres in length (Collisions at Sea Regs). Should you break down anywhere near the shipping lanes then contact the marina as soon as possible by VHF or phone **and** contact “**Seaham Harbour**” on VHF **Channel 12** immediately.

Also remember that you must not work any pots or nets anywhere near the shipping lanes. Sometimes you may assume that pots and nets are well clear of the fairway but as we all know these can move with a slight swell and a spring tide, yes it's happened quite a few times. The cost of removing tangled gear from a ship's prop is quite large besides the danger it could cause.

## At what point will the dock gate be closed when there is storm surge present or forecast?

On occasions when there may be a storm warning forecast then the gate may be closed prior to any surge being present however we will make every effort to ensure that all vessels are berthed in the marina prior to making a decision in these circumstances.

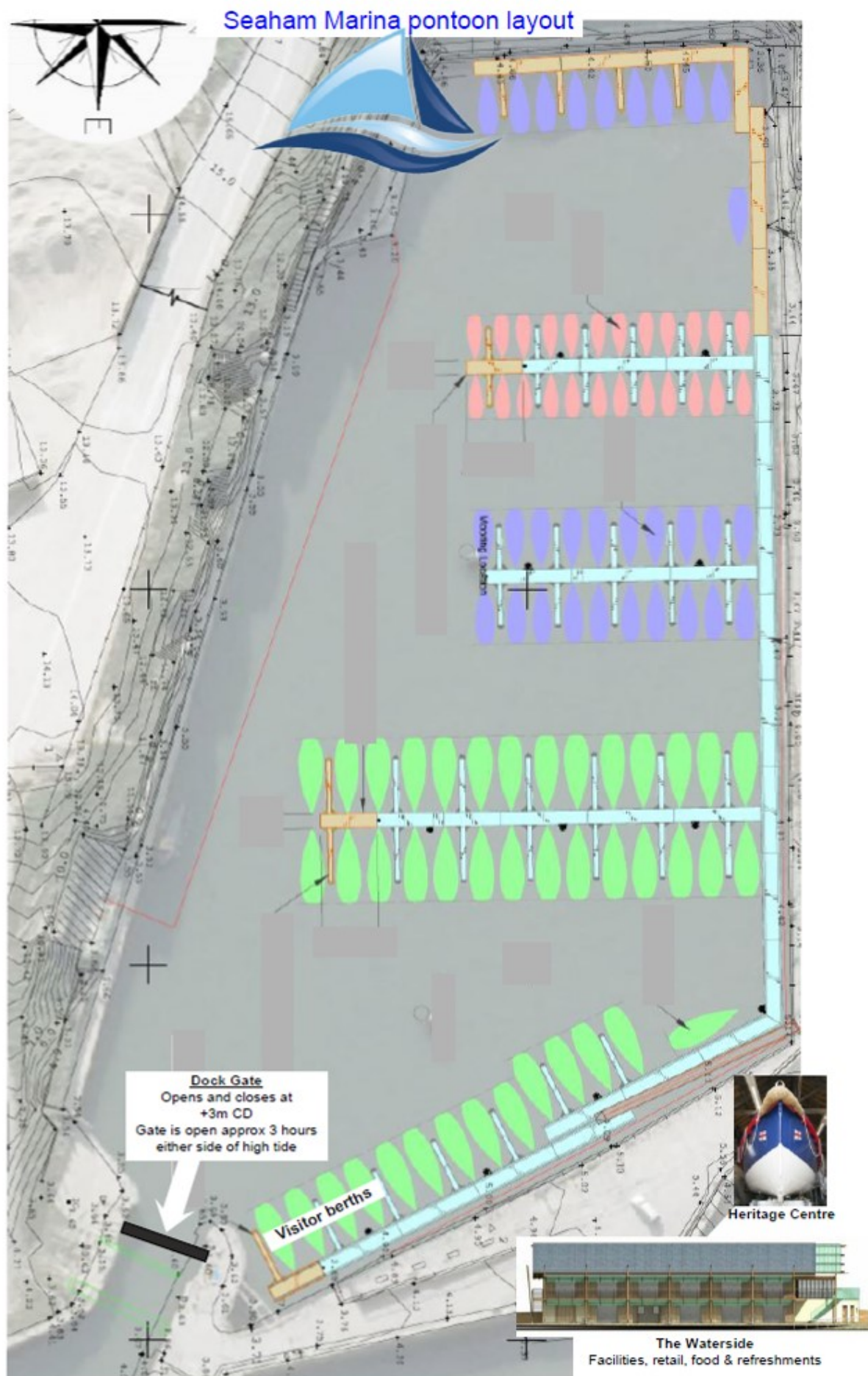
On other occasions you may find that there is some amount of surge within the marina and the gate is open. This may be because the forecast is unlikely to worsen, or the forecast was worse than predicted or there may be residential vessels at sea. **It is therefore the berth holder's responsibility to ensure that their vessel is moored securely with appropriate mooring ropes and adequate fenders are used at all times.**

Please remember that the dock gate will be closed manually when it needs to be closed and re-opened as soon as storm surge has subsided and at such a time when the inner and outer water levels are balanced.

## What are the periods and charges for the boatyard?

Berth holders have preference over the use of the boatyard. The boatyard can be used for storage, repair & maintenance of trailed boats any time of the year. A full list of charges and other information can be collected from the marina office.

# Pontoon Layout



# Dock Gate Operations

1. The dock gate is automatic in normal sea conditions and can be manually overridden to be closed to protect people, pontoons & vessels during storm surge conditions.
2. The gate retains a minimum of 1 metre to a maximum 2 metres on some berths therefore draft restrictions will apply.
3. Seaham's tidal predictions to retain 1 metre depth of water within the marina will be +3 metres CD. *Please note that this is the "predicted" tide height and can change due to high or low atmospheric pressures acting on the tides i.e. the levels of sea water through the gateway may be higher or lower than predicted therefore the gate could close earlier or later than the predicted time for that tide, albeit the same depths will be retained on the berths.*
4. The period of time the gate will be closed at low water will depend upon the size of the tide below the predicted height of +3m CD. *The average duration the gate will be open is approx. 3 hours either side of high tide (total of 6 hours).*

**It is therefore important that all berth holders allow for differences in durations and times the gate will be closed or open according to the height of low water tides. The marina staff cannot open the gate before it is due to be opened as this would result in the loss of water within the marina and put pontoons & vessels at risk of grounding.**

5. Two sets of navigation lights are situated either side of the dock gate, one set positioned towards the marina berths for vessels departing the marina and the other set positioned so that they can be seen from the seaward side for incoming vessels.

The navigation lights indicate the following;



## **3 vertical red lights**

- a) the gate is closed    b) the gate is closing    c) the gate is opening
- d) there are special port shipping movements in progress through the inner harbour

**Please note that in no circumstances must any vessel approach the gate or gateway during the phase of red lights.**



## **3 vertical green lights**

- a) the gate is open for navigation

**Please note that the green lights are not 'one way traffic lights' but indicate the freedom to navigate through the gateway to both incoming AND departing vessels. Vessels must not moor or stop within the gateway or the entrances to the gateway. In the interest of safety and good seamanship please give way to any manually powered craft or yachts in either direction.**

6. An audible alarm sounds when the gate is opening or closing; the alarm will sound 5 minutes prior to the gate moving then for 10 minutes as the gate opens or closes. The navigation lights will show red during the whole of this 15 minute phase.
7. In adverse sea conditions the gate can be closed manually to protect the pontoons and vessels within the marina. When storm surge or wave heights approaching the gateway reaches a level that could cause damage to pontoons or vessels, a height of approx. 0.5 metres, the gate **must** be closed. This



height of swell within the gateway will mean that the surge passing over the bar (the approach between the outer piers) will be in excess of 2 metres high therefore it is unlikely that any resident vessels would be at sea during these conditions.

If vessels are at sea during deteriorating sea conditions and the skipper of a vessel is unsure or concerned that the gate may be closed whilst heading back to the marina, then contact the marina to receive information on the situation.

In some situations, the marina staff may contact vessels at sea to warn of impending gate closure, it is thereafter at the discretion of the skipper to head back to the marina.

Should sea conditions reach a state that requires the gate to be closed and a vessel or vessels are still at sea then it is at the discretion of the skipper and his or her crew to use the safety disembarking ladders which are situated on the east quay outside of the gateway.

**Please remember that the gate is there to prevent storm surge entering the marina and to protect people and their vessels on the pontoons, therefore the gate cannot be opened once it is closed during storm conditions. Please think safety first and head back to the marina before conditions deteriorate to an unsafe state.**

8. In some circumstances and beyond the control of the marina operator, gate failure could occur that may affect the gate not closing when it should at low tide or during storm surge conditions i.e. local power failure, hydraulics/ram failure, which would result in the loss of water within the marina and vessels to sit on the sediment or storm surge to enter the marina. Similar failures may apply when the gate is in the closed position and not opening when it should result in not being able to navigate in or out of the marina. In such rare circumstances as these then the marina staff will endeavour to rectify the situation as soon as possible and work closely with the berth holders to ensure the safety of those and their vessels are of primary importance.
9. In the interest of safety to vessels and obstructions to gate operations, berth holders are asked to report any solid floating debris or obstacles within the inner harbour and marina that could cause such a hazard to navigation or the opening & closing of the dock gate.



# Berthing, Mooring and Storage Ashore License

## Conditions and Rules (as amended 2021)

### GENERAL CONDITIONS

#### 1 DEFINITIONS

Where the following words appear in these Conditions, the License and the Company's Regulations they shall have these meanings:

**Company** shall mean the Seaham Harbour Community Interest Company or SHDC or any of its agents to whom the application for berthing is made.

**SHDC** shall mean the Seaham Harbour Dock Company, any of its agents.

**Harbour** shall include bays, basins, beaches, all navigational waters, Company premises and SHDC premises within the SHDC limits. For these Conditions and Rules, the limits of the Harbour end at a point east of the most eastern extent of the outer breakwaters, west of this is within the limits.

**Marina** shall include the waters and all other parts of the land occupied by the Company.

**Premises** means all the land and buildings occupied by or under control of the Company and SHDC, including slipways, quays, piers, sheds, cabins, workshops, business units, marina offices, hardstanding, roadways, paths, car parks, fences and gates.

**Owner** shall include co-owner and any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the Company.

**Vessel** shall include any form of craft, boat, yacht, dinghy, multihull or other marine structure which is in the care and control of the Owner.

**Length Overall (LOA)** means the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent.

**Berth** means the space on water or land from time to time allocated to the Owner by the Company for the Vessel during the term of this license.

**Storage Ashore** means the land space allocated to the Owner from time to time by the Company for the storage ashore of the Vessel, pots, nets, parts, tools or any other equipment during the term of the license.

**Storage Ashore accommodation** means any premises, building, cabin, shed or other walled, plated or covered structure used for storage.

**Pontoon** means a moored and decked floating structure providing landing or mooring facilities.

**Mooring** means any Pontoon, chain, bollard or other anchorage that is temporary or permanent and allocated to the Owner from time to time by the Company.

**Invitee:** Any person invited into the Marina, onto the pontoon or vessel by the owner.



## **2 THE LICENSE**

- 2.1 Berths or Moorings at the Harbour, Marina or Premises shall be licensed for the periods and at the rates of charge from time to time published by the Company at its Premises and in force at the commencement of this license. Details of the charges applicable to the Berth or Mooring at the beginning of the license will be given to each licensee at the time that the license is granted.
- 2.2 This license shall not be automatically renewed but will end at the conclusion of the period agreed if not terminated sooner by the Company or by the Owner under provisions of Clauses 8, 9 or 10.

## **3 LIABILITY, INDEMNITY AND INSURANCE**

- 3.1 The Company shall not be liable for any loss or damage caused by an event or circumstance beyond its reasonable control (such as extreme weather or sea conditions, the failure or delay of dock gates, collision with any object, the action of third parties not employed by it or any defect in any part of a customer's or third party's Vessel): this extends to loss or damage to Vessels, gear, equipment or other goods left with it for repair, storage or lifting out/in, and harm to persons entering the Premises, Harbour or Marina and/or using any facilities or equipment.
- 3.1.1 The Company shall take all reasonable steps to maintain security at the Premises, and to maintain the facilities and navigational aids at the Premises and Marina in reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on the part of the Company. Vessels, vehicles, trailers, gear, equipment or other goods are left with the Company at the Owner's risk and Owners should ensure that they have appropriate insurance against all relevant risks.
- 3.1.2 The Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless it shall have been expressly engaged to do so by the Owner on commercial terms. Similarly, the Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident for which the Company is not responsible. However, the Company reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people or the environment. Where it does so it shall be entitled to charge the Owner concerned on a normal commercial charging basis. [and where appropriate, to claim a salvage reward]
- 3.1.3 Owner's may themselves be liable for any loss or damage caused by them, their crew or their Vessels and they shall be obliged to maintain adequate insurance including third party liability cover for not less than £2,000,000 and, where appropriate, Employer's Liability cover to at least the statutory minimum. The Owner shall be obliged to produce evidence to the Company of such insurance within 14 days of been requested to do so by the Company.

## **4 CHANGE OF DETAILS**

- 4.1 The Owner must notify the Company of any change of names of the Vessel or change of address or telephone number.





## **5 BERTH ALLOCATION**

- 5.1 The physical layout of the Marina and Premises and the varying needs and obligations of the Company and its customers requires that the Company retains absolute control of Berth allocation within the Marina and Premises. Accordingly, the Owner shall not be entitled to the exclusive use of any particular Berth but shall use such Berth as is from time to time allocated to him by the Company. The Owner may request to the Company a change of Berth however the Company are not obliged to do so as this may depend upon the length and draft of the Vessel and other circumstances.

## **6 PERSONAL NATURE OF THE LICENSE**

- 6.1 This license is personal to the Owner and relates to the Vessel described in the application for berthing. It may not be transferred or assigned to a new Owner or to a different Vessel, either temporarily or permanently, without the express consent of the Company.
- 6.2 Prior to any sale, transfer or removal of a Vessel, the Owner must notify the Company in which the existing owner must complete a "Termination of Licence" form that includes the details of the sale, transfer or removal and any other details of a new Owner which may be the case. Failure to do this will result in the existing License holder having to pay the berthing fees for that Vessel whilst berthed within the marina.

## **7 USE OF BERTH BY COMPANY WHEN VACANT**

- 7.1 The Company may have the use of the Berth when it is left vacant by the Owner.

## **8 TERMINATION**

- 8.1 This license may be terminated on 30 days' notice by the Company to the Owner. Following such notice, the Company shall prepare an account of;
- 8.1.1 all sums owed by the Owner in respect of services or facilities used up to the intended date of departure of the Vessel, and
  - 8.1.2 the charge that would have been payable by the Owner to the Company in respect of this license if the original term of this license had ended on the date of expiry of the Notice of Termination, less
  - 8.1.3 the sum actually paid by the Owner to the Company in respect of this license Where the balance is in favour of the Company the Owner shall be required to pay the balance before removal of the Vessel from the Harbour, Marina or Premises and where the balance is in favour of the Owner the Company shall pay it to the Owner upon departure of the Vessel from the Harbour, Marina or Premises.
- 8.2 The Company shall have the right (without prejudice to any other right in respect of breaches of the terms of this license by the Owner) to terminate this license in the following manner in the event of any breach by the Owner of this license;
- 8.2.1 Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company and/or of the Company's customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time specified by the Company. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property the time specified for remedy may be immediate or extremely short. If the Owner fails to effect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him to remove the Vessel and/or any other equipment from the Harbour, Marina or Premises immediately.
  - 8.2.2 If the Owner fails to remove the Vessel and/or any other equipment whether under this condition or otherwise, the Company shall be entitled to charge the Owner at the Company's 24 hour rate for each day between termination of this license and the actual date of removal of the Vessel from the Harbour, Marina or Premises and/or

8.2.2.1 at the Owner's risk (save in respect of loss or damage caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Harbour, Marina or Premises and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative berthing fees

8.2.3 By service of a notice of termination if:

8.2.3.1 the owner or any invitee is considered to have brought the Marina into disrepute.

8.2.3.2 the owner or any invitee has used threatening and /or abusive language or behaviour towards Seaham Harbour Marina personnel, other Berthholders or the general public.

8.2.4 Any notice of termination under this license shall, in the case of the Owner, be served personally on the Owner or sent by registered post or recorded delivery service to the Owner's last known address and in the case of the Company shall be served at its principle place of business or registered office.

## **9 RIGHTS OF SALE AND OF DETENTION**

9.1 Where the Company accepts a Vessel, gear, equipment or other goods for repair, refit, maintenance or storage the Company does so subject to the provisions of the Torts (Interface with Goods) Act 1977. This Act confers a Right of Sale on the Company in circumstances where the customer fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until the Company has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

9.1.1 Goods for repair or other treatment are accepted by the Company on the basis that the customer is the owner of the goods or the Owner's authorised agent and that he will take delivery or arrange collection when repair or treatment has been carried out.

9.1.2 The Company's obligation as custodian of goods accepted for storage ends on its notice to the customer of termination of that obligation;

9.1.3 The place for delivery and collection of goods shall be at the Company's Premises unless agreed otherwise. Advice regarding the Act may be obtained from the Citizens Advice Bureau, Law Centre or any firm of solicitors

9.2 Berthing fees must be paid to the Company in accordance with the terms of the License and their schedule of payments. Owner(s) failing to pay the berthing fee within 30 days in which it was due will receive notice, either by letter or email, in respect of the outstanding sum requiring the Owner(s) to make payment within a further 14 days or the Owner(s) must remove that vessel from the Marina within that 14 days. If after the expiry of that 14 days the outstanding sum has not been paid and the vessel has not been removed this will be treated as a repudiation of your obligation and a breach of the terms of the License agreement. If an Owner of a Vessel cannot be traced or contacted due to change of address and email in which that Owner has not notified the Company of the change then the Company will consider that the Vessel may have been abandoned therefore these Terms will apply.

At the discretion of the Company we shall then be entitled to take any of the following steps:

9.2.1 Terminate the license

9.2.2 Seize the Vessel for disposal by the Company in accordance with these Terms in 9.1 "(12. Bailee's power of sale")

9.2.3 Recover the fees owed plus any cumulative fees through third party debt recovery

- 9.3 Maritime Law entitles the Company in certain other circumstances to bring action against a Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the courts and its eventual sale by the court. Sale of a Vessel may also occur through the ordinary enforcement of a judgement debt against the Owner of a Vessel or other property.
- 9.4 The Company reserves a general right ("a general lien") to detain and hold onto the Owner's Vessel or other property pending payment by the Owner of any sums due to the Company. If the license is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination or expiry of this license and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Harbour, Marina and Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.

## **10 TERMINATION BY OWNER**

- 10.1 This license may be terminated on 30 days' notice by the Owner to the Company. Following such notice, the Company shall prepare an account of;
- 10.1.1 All sums owed by the Owner in respect of services or facilities used up to the intended date of departure of the Vessel, and
- 10.1.2 The charge that would have been payable by the Owner to the Company in respect of this license if the original term of this license had ended on the date of expiry of the Notice of Termination, less
- 10.1.3 The sum actually paid by the Owner to the Company in respect of this license Where the balance is in favour of the Company the Owner shall be required to pay the balance before removal of the Vessel from the Harbour, Marina or Premises and where the balance is in favour of the Owner the Company shall pay it to the Owner upon departure of the Vessel from the Harbour, Marina or Premises.
- 10.1.4 Please see 6.2

## **10.2 SALE OF VESSEL**

- 10.2.1 The owner must notify the Company on the sale or transfer of a vessel whilst under license whereas the responsibility of that vessel and any moneys owed will lie with the licensed owner unless notification of sale or transfer is given. The details of the new owner must be given to the Company **prior to the completion** of that sale or transfer. The Company can exercise the right to deny any new owner of the vessel under sale or transfer a berth; this being subject to an application received and endorsed by the Company.
- 10.2.2 Please see 6.2



## GENERAL RULES

### 11 VESSEL MOVEMENTS AND LIFTING OUT/IN

- 11.1 The company reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Harbour, Marina and Premises.
- 11.2 A copy of the Company's standard scale of charges for Vessel movements and/or lifting out/in will be provided to the Owner before they enter into an agreement with the Company. The Owner will agree with the Company such date, time and tide range as is reasonable for moving, slipping or lifting out/in of his Vessel. The Company will provide the Owner with an estimate of any additional costs for any special operations that the Owner may require for movement, slipping, lifting out/in, equipment hire or any other means or requirements other than the standard operations.
- 11.3 Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed adequate mooring ropes, warps and fenders for the Vessel shall be provided by the Owner.
- 11.4 No Vessel, when entering or leaving or manoeuvring in the Harbour or Marina shall be navigated at such a speed exceeding 5 knots or in such a manner as to endanger or inconvenience other Vessels or users in the Harbour or Marina.
- 11.5 An Owner or any other person aboard the Vessel shall not navigate within the Harbour or Marina whilst under the influence of drink or drugs to such extent as to be incapable of taking proper control of the Vessel.
- 11.6 Owner's must report to the marina staff any collision between their Vessel and any other Vessel or structure no matter how slight that collision may be. Should a collision between two or more Vessels occur then it will be at the discretion of the Owners of those Vessels to determine the responsibility of the collision and any damage or injury that may have occurred.
- 11.7 No Vessel shall enter any restricted areas within the Harbour or Marina unless authorised by the Company or Harbour Master or for such consequences for the immediate safety of the Vessel or its Owner, crew and any others aboard the Vessel. A plan showing the restricted area is attached as Appendix 1.
- 11.8 No vessel shall stop, anchor or moor within or at the entrances of the gateway at any time. Vessels must not approach the gateway during the phases of gate operations, either opening or closing, until the safety systems indicate otherwise.
- 11.9 Owner's shall be aware that navigational priorities within the Harbour are given to SHDC operations of shipping, dredging, pilot vessels and any other SHDC vessel movements or operations. Vessels shall not obstruct the fairway and shall notify the Company immediately if a Vessel loses power within the fairway or loses an anchor, cable or chain that in the Owner's view, may cause obstruction or damage to shipping or other Vessels.
- 11.10 **Advisory note:** Owner's, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and other statutory requirements within the Byelaws of SHDC as a navigational authority and the requirements and powers of regulatory authorities, including but not limited to the Maritime Coastguard Agency and the Health and Safety Executive; there are criminal penalties for the breach of such restrictions, requirements and Byelaws.

### 12 COMMERCIAL USAGE

- 12.1 No part of the Company's Marina or Premises or any Vessel or vehicle situated therein or thereon shall be used by the Owner for any commercial purpose, except where the Owner has sought and obtained prior written agreement from the Company. Where this license is granted to a commercial operator whose Vessel is operated for hire or reward in the course of trading, special conditions may apply to this license and will be appended.
- 12.2 The Marina is to accommodate pleasure vessels only.

The Company will determine and define to what extent is the meaning of commercial use that may include other activities that can be carried out on vessels berthed in the marina or in some circumstances the gear that can be attached to vessels. There can be no trawl gear or other gear on vessels that may infringe upon the Company's definition of commercial use that may cause dispute between a pleasure vessel and a commercial vessel.

## 13 STORAGE

- 13.1 Dinghies, ferries, tenders and rafts shall be stored aboard a Vessel unless the Company allocates a separate berth, mooring or storage area.
- 13.2 No Owner shall use any part of the Harbour, Marina or Premises for storage. Subject to availability, the Company may allocate Storage Ashore accommodation or space to an Owner upon request. Open land space may be subject to charges and buildings, cabins, sheds or other walled or covered accommodation within the Premises will be subject to such charges with prior agreement by the Company. The Company are not obliged to provide services of any description to any Storage Ashore accommodation, hardstanding or spaces. All storage areas must be kept clean and in reasonable condition.
- 13.3 The Owner of any Storage Ashore accommodation shall not perform any sort of trade from that which is allocated to him unless consent has been granted by the Company.
- 13.4 It is the responsibility of the Owner to ensure the security of the Storage Ashore accommodation allocated to him.

## 14 PARKING

- 14.1 Subject always to availability of parking space Owners may only park vehicles on the Premises in accordance with the directions of the Company. No parking is allowed anywhere inside the main site unless for loading or unloading albeit vehicles must be removed to the car parks as soon as loading or unloading is complete.

## 15 HABITATION

- 15.1 Vessels shall not be used for habitation to any extent, subject to variation at the discretion of the Company.

## 16 SERVICES: ELECTRIC, WATER & DIESEL AND WORK ON VESSELS

- 16.1 The Company will provide a means of electric connection points to Pontoon walkways to be used for routine maintenance of Vessels. The Owner must ensure that the supply will not be used for prolonged periods of domestic supply or charging. Owners must ensure that all cables, connections or other equipment are in a safe condition and kept clear of immersion in sea water and Pontoon walkways and any loaned or hired cables or equipment are returned to the Company Marina office in good condition.
- 16.2 The Company will provide a means of water connection points to Pontoon walkways to be used for routine washing down, flushing and filling. Should hoses and/or connections be loaned or hired from the Company then these shall be returned in good condition. Hoses must not be immersed in sea water as this may result in backflow contamination and shall be kept clear of pontoon walkways to prevent any trip hazard.
- 16.3 **Advisory note:** Owners must be aware that the misuse or overuse of electric and water is not only wasteful to the local supply and detrimental to the environment and conservation.
- 16.4 No work shall be done on a Vessel **other than minor repairs or minor maintenance of a routine nature**. No hot work, grinding, spray painting or other works to be carried out that may cause damage or contamination to nearby Vessels. Improvements or major works to a Vessel must not be carried out on the Pontoons unless consent has been received from the Company.

## 17 HEALTH, SAFETY AND THE ENVIRONMENT

- 17.1 The Owner shall take all necessary precautions against the outbreak of fire in or upon his Vessel and the Owner shall observe any fire regulations that may apply to his Vessel. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved BSI standard in or on the Vessel, fit for immediate use in case of fire.
- 17.2 It is strongly recommended that children should wear an approved life jacket and must be accompanied by an adult at all times whilst on the Pontoons. Disabled/infirm must be accompanied by at least one adult whilst on the access ramp and pontoons.

- 17.3 Pontoon walkways, ramps and berth fingers must be kept free from cables, hoses, gear, waste, crab pots, nets, containers and any fishing or other boat owner's equipment that may cause trip hazards or weight stress on fingers. Any spillages or waste materials on pontoons must be cleaned away immediately.
- 17.4 No noisy, noxious or objectionable engines or other apparatus or machinery or loud radios and other players shall be operated within the Harbour, Marina or Premises so as to cause nuisance or annoyance to the Company, to any other users, the public or nesting or over-wintering birds. Owners shall not leave Vessel or vehicle engine to run unnecessarily.
- 17.5 Fishing, potting or bathing within the Marina is prohibited.
- 17.6 No refuse shall be thrown overboard or left on the Pontoons or car parks or any other part of the Premises, or disposed of in any other way other than in the receptacles provided by the Company or by removal from the Premises. Other wastes may be disposed of within the Company's Waste Management procedures.
- 17.7 No dumping of fish or shellfish offal within the Harbour, Marina or Premises.
- 17.8 Owner's shall be aware that they are responsible for any crew or invitees onto their Vessel or pontoon area and will ensure that they adhere to these health, safety and environmental conditions and any other regulations, rules or procedures that the Company may produce.
- 17.9 Although marina staff will endeavour to have the dock gate open on all tides when the sea conditions are suitable there may be occasions when the dock gate will be closed due to certain factors. These occasions may be because of: a) a met office wind forecast that predicts rough sea conditions (even though this may not occur), b) an existing slight swell may increase to unsafe heights of swell at high tide, c) essential maintenance or an issue with the dock gate electronic or mechanical systems that may require the gate to be operated manually thus not opening on certain tides (usually night tides).

It is CiC policy to ensure that boats in the marina are protected, to prevent damage to pontoons and that people on pontoons are safe from excess movement.

## **18 PAYMENTS AND DEBTS**

- 18.1 Any due payments for berths, storage, lifting out/in or other relevant services shall be made under the instruction of the Company. Where any services are invoiced or sums owed then this shall be paid within 14 days of the date of such notice. Should sums not be paid within this period then the Company may authorise a debt recovery service to collect any sums owed.

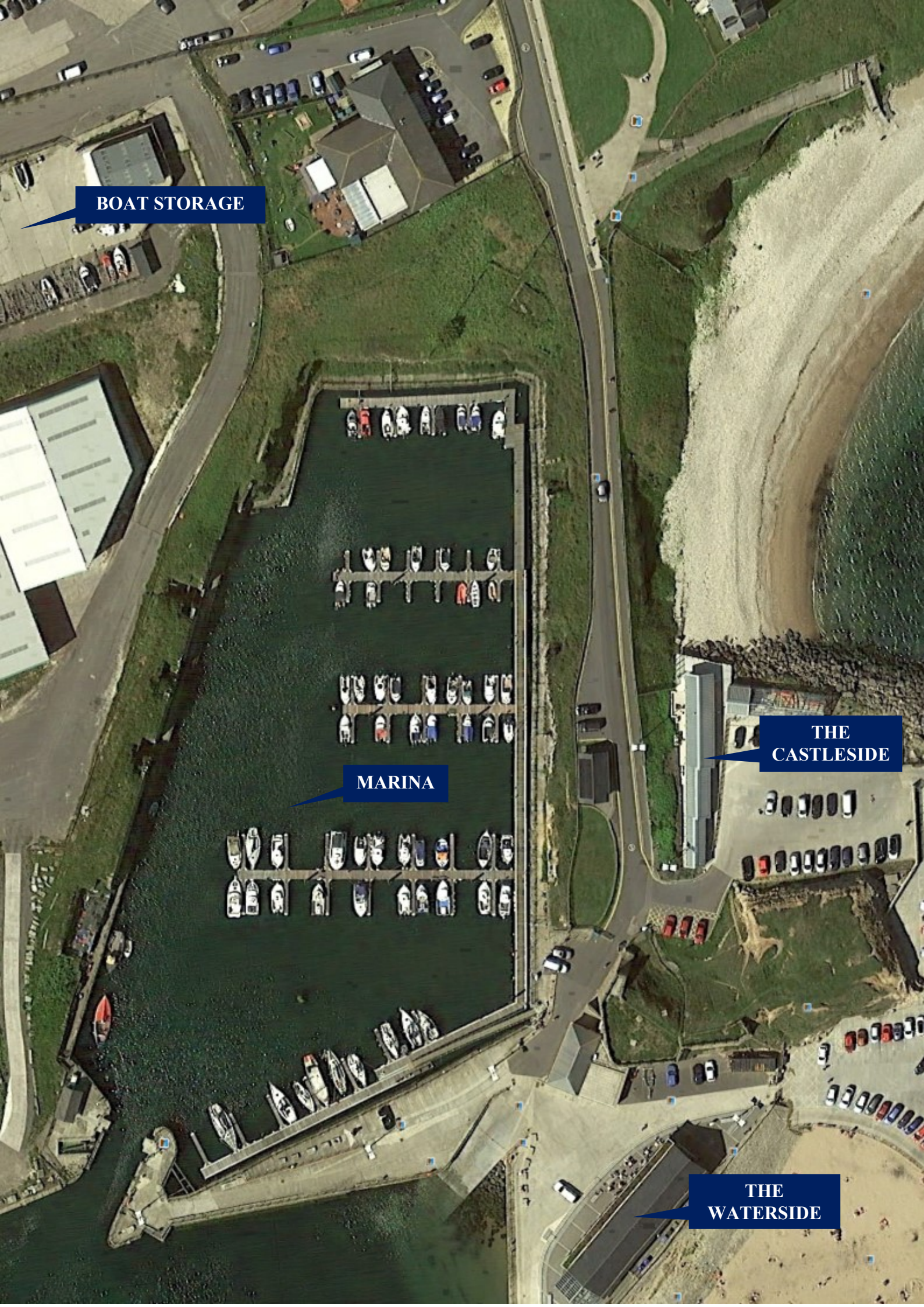
## **19 REGULATIONS**

- 19.1 These general Conditions and Rules have incorporated the relevant SHDC statutory regulations and Byelaws as amended 2002 and other legislation, in particular Health & Safety, Fire risks, Oil Storage & Transfer, Environmental and Navigation laws.

## **20 AMENDMENTS AND REVIEW**

- 20.1 The Company has the right to introduce amendments to these Conditions and Rules which relate solely to the Company's Marina and Premises and/or SHDC Byelaws. The Conditions and Rules and any amendments to them shall become effective when displayed on the Company's notice board or other prominent place at the Company's Premises and the Company shall have the same against the Owner for a breach of those Conditions and Rules as for a breach of these Conditions and Rules.
- 20.2 The Conditions and Rules will be reviewed annually as beneficial to both the Company and the Owner.





**BOAT STORAGE**

**MARINA**

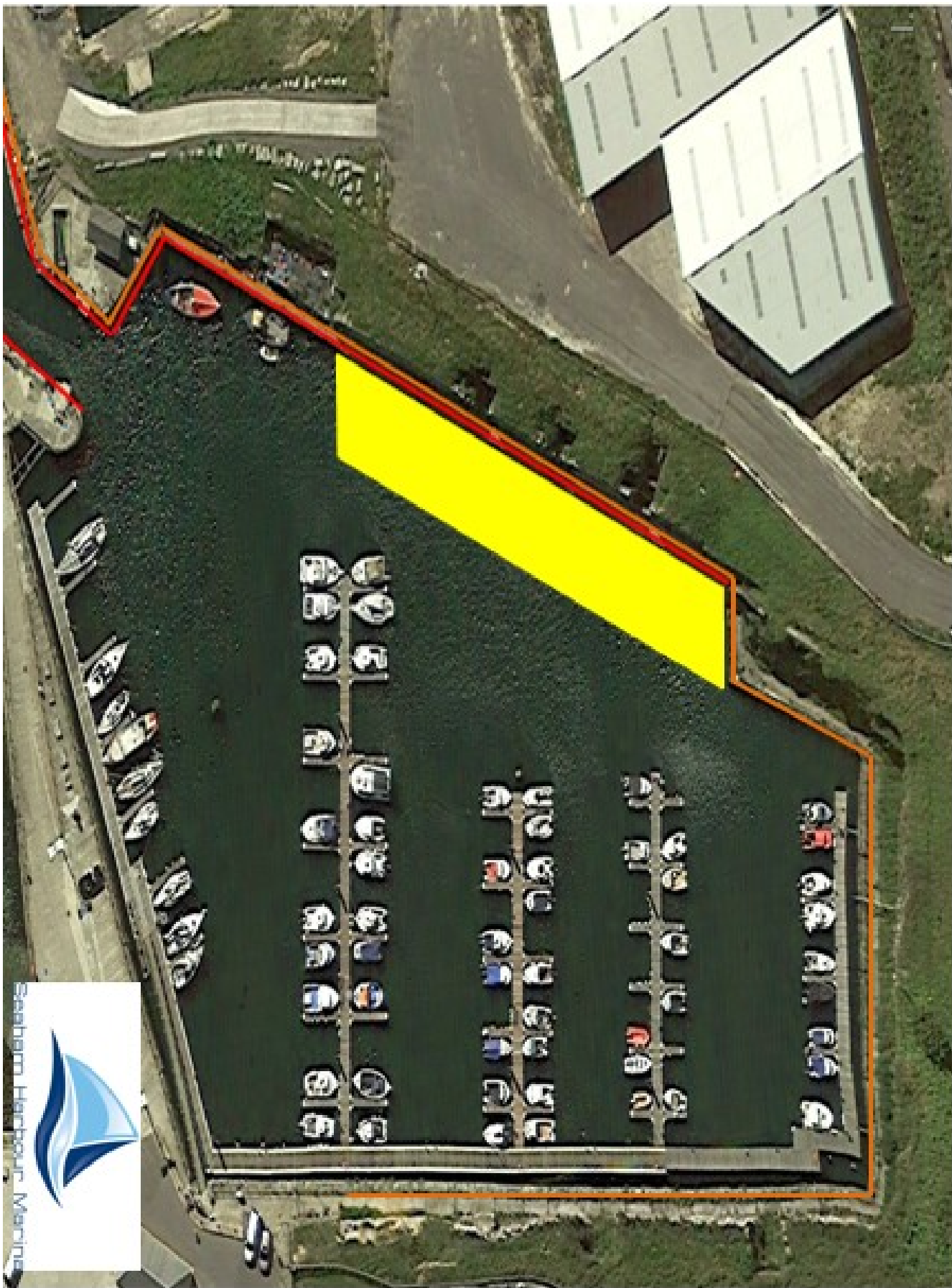
**THE  
CASTLESIDE**

**THE  
WATERSIDE**



APPENDIX 1

Restricted Areas





Seaham Harbour & Marina

# NAVIGATION LIGHTS, MARKERS & RESTRICTED AREAS

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Restricted areas  
(do not navigate south of this line unless for urgent  
safety reasons i.e. staying clear of ship)

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Normal navigation route in & out of marina  
[ incoming: 276 ° west 360 metres ]

MARINA

