

All boats moved by and stored with Creran Marine Limited are moved and stored under the following terms and conditions.

1. Creran Marine Limited accepts no responsibility for loss, damage or delay (or consequences of delay) to persons or property arising from any cause whatsoever unless such loss, damage or delay was caused by negligence of us the said Creran Marine Limited or deliberate act by us the said Creran Marine Limited or any individual employed directly by us the said Creran Marine Limited. Subject to that exception all vehicles, vessels and all other equipment are stored or otherwise managed and kept at the sole risk of the Owner. Customers (whether Owners or not) should therefore ensure that their vessels and/or property are adequately insured against all risks. Customers (whether Owners or not) should also ensure that they themselves are adequately insured against third party risks as they may be liable for any damage caused by their vessels, themselves or their crew whilst on or about the property owned by us the said Creran Marine Limited.
2. For the avoidance of doubt, we the said Creran Marine Limited are not liable in any way for any crane work carried out by contractors including for the avoidance of doubt, but without prejudice to the foregoing generality, any moving of masts using the crane/hiab. All such work is to be carried out by an independent lifting company in accordance with their terms of business.
3. In the interest of safety and expedience, we reserve the right to move any vessel and/or equipment at the sole discretion of us the said Creran Marine Limited. Unless in an emergency an attempt will be made to contact the owner/ customer/agent in the first instance but failure to do so shall not be construed as a breach of these terms of business and no compensation shall be paid in any circumstances and no liability whatsoever will fall to Creran Marine Limited in respect of any movement of vessels and equipment.
4. In all cases our contract to occupy a storage space or spaces may be lawfully terminated by notice; declaring that the same shall be deemed lawfully served if served personally or sent by Registered Post or Recorded Delivery service to the last known address in the United Kingdom of the owner or in the case of a limited company to its Registered Office, and on fourteen days' notice being given.
5. Unless otherwise specified in writing, the terms of payment for facilities provided are Fourteen days from the date of any invoice or before removal of the vessel and/or equipment whichever shall be the earlier. In the event of notice of removal being given but not implemented within fourteen days, we the said Creran Marine Limited shall have the right thereafter to remove any vessel and/or equipment and to charge reasonable storage charges as appropriate. Interest shall accrue on all Invoices remaining unpaid after a period of fourteen days at the rate of 5% per month commencing at the date of the original date of Invoice.
6. Subject to any agreement to the contrary, we have the right to exercise a general lien upon any vessel or equipment whilst in or upon ground belonging to us the said Creran Marine Limited until such times as any monies due to us shall have been

paid. Declaring that such amount shall include interest payable. If unpaid debt remains unpaid 12 months from the invoice date, Creran Marine Limited has the right to sell the vessel or equipment towards unpaid monies.

7. If Creran Marine Limited are asked to launch a vessel on behalf of a customer then the customer should ensure that all seacocks are closed, and any logs, bungs etc fitted and sealed. Creran Marine Limited will open the engine seacock to start engine and motor to mooring then close engine seacock again. Creran Marine Limited will not be held responsible for the consequences of any faulty fittings causing water to enter the vessel.
8. Winter storage fees are non-refundable once the vessel has been lifted out of the water.
9. All vessels must be fully insured and have cover for third party liability and, without prejudice to the foregoing, must have insurance cover for all on board electrical appliances including dehumidifiers and heaters. Furthermore, in relation to all electrical appliances used within the site operated by Creran Marine Limited, the owner/customer must hold a valid PAT Test Certificate.
10. All lifting will be subject to weather and tides.
11. Vessels should have lifting points clearly marked.
12. Masts should be prepared for removal, i.e. sails booms and other loose equipment removed and wiring disconnected.
13. Sub-contract labour is only permitted on the premises with prior agreement and all such contractors must carry suitable indemnity insurance.
14. L.O.A is the maximum length of any vessel.
15. It is the boat owners responsibility to make sure the vessel is correctly secured to the mooring riser, the riser must not be exposed to any edges where chaffing may take place and must be secured in the bow fitting with a pin or similar in a manner that it cannot jump out the fitting.
16. Tenders are left within the site operated by Creran Marine Limited entirely at the boat owners' own risk and Creran Marine Limited accept no responsibility whatsoever for any loss or damage.
17. Customers/boat owners should never adjust or remove any form of hull supports.
18. Sails must be removed if your vessel is stored ashore.