



Terms & Conditions for lifting and storage of boats ashore of Sailport PLC, trading as Mayflower Marina ('the Marina')

1. Although every endeavour will be made to accommodate specific requests, it is not always possible to schedule dates/times for hoisting to coincide with customer requirements. Except in an emergency, hoisting will only take place on weekdays and the Marina reserves the right to postpone the provision of scheduled service at short notice for operational or weather reasons.
2. Lifting is undertaken entirely at the owner's risk and the owner must ensure that all 'sling markers' are correctly positioned. Slings will be positioned on the centreline of any sling markers unless it is made clear that the slings should be positioned elsewhere. The Marina accepts no responsibility for any loss or damage arising from incorrect sling marker positioning or the owner's directions. If no 'sling markers' are present, and no specific instruction is given by the Owner; Marina staff will position slings at their discretion and the Marina shall not accept liability for any damage that may subsequently arise [except/including] in the case of the Marina's negligence. Sling markers are available from hoisting staff.
3. It is the responsibility of the owner to ensure that any projections prone to damage (e.g. propellers, prop shafts, log impellers, transducers, rubbing strakes, gunwale capping, exhaust cowlings etc) are either removed or adequately protected prior to lifting.
4. For health & safety reasons owners/crew are not permitted to remain onboard whilst lifting is taking place or to stand inside the hoist frame until the vessel's keel is resting on the ground and the hoist engine is turned off.
5. Vessels stored ashore with masts in place are more at risk from being blown over in severe weather. It is recommended that masts are removed. Owners electing to leave their mast stepped do so at their own risk. It will be assumed that the vessel is to be lifted out with the mast stepped if it has not been unstepped before the scheduled lift out.
6. Where the Marina is contracted to provide a crane service for the stepping or unstepping of masts the Owner or the Owners appointed agent shall provide the technical competence for attaching lifting strops to the mast, attaching or removing standing or running rigging, and making ready any other item of rigging or equipment necessary for the safe stepping or unstepping of the mast. Where the Owner does not possess the technical competence to undertake such tasks he shall engage the services of a competent rigger. The Marina shall not be responsible for any loss, damage or injury to equipment or persons howsoever caused unless such loss, damage or injury arises as a result of the Marina's negligence.
7. Unstepped masts, spars and any associated equipment (aerials, navigation lights, radar domes etc.) are not to be left on any part of the Marina premises without the prior consent of the Marina. All such items stored aboard or otherwise on Marina premises are stored entirely at the owner's risk and the Marina accepts no liability in respect of any loss or damage unless caused by the Marina's negligence.
8. Furled sails and canvas work that would cause windage must be removed prior to lifting for winter storage or at the Marina's request. It is the Owner's responsibility to do this. Marina staff will not do this for you and the Marina reserves the right not to lift any vessel if the aforementioned sails or canvas work is not removed at the time of the scheduled lift.
9. For environmental reasons, hull washing (to remove marine growth or anti-fouling) must only occur at the designated wash off area on the hoist dock before being positioned in the car park. The exception to this condition is that part of the hull beneath the slings.
10. For vessels on a fixed time service e.g., a 1-hour lift, the time period starts when the hoist engine is turned off after lifting ashore.
11. Our lift and hold in the slings service does not include dropping the slings to enable the Owner to wash/access/paint the hull behind them.
12. Short term blocking of any vessel ashore, either in the yard or on the hoist dock will attract a fee.
13. Vessels being stored ashore for the winter will be lifted to the boatyard and positioned in accordance with the Marina's laying-up plan which may be subject to change. The position of any vessel stored ashore for winter lay-up will determine its relaunch date. Owner's requesting winter storage ashore accept that their vessel will be blocked in until those closer to the hoist dock have been re-launched.
14. Owners with their own cradles must ensure that their cradles are structurally sound and suitable for their vessel. The Marina will not accept liability for loss, damage, injury or death arising from inappropriate or defective cradles either to the owner's vessel or crew or to others unless such loss, damage, injury or death arises as a result of the Marina's negligence. Beaching legs are not an acceptable alternative to cradles.
15. Under no circumstances must any cradle, shore, prop, block etc be removed, repositioned, or adjusted by any person other than Marina staff.



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16. Owners, their family members and their crews are reminded that working at height, using ladders or staging or walking on the decks of boats stored ashore is potentially hazardous and it is strongly recommended that safety precautions are taken to reduce the risk harm. For example: securing the top of a ladder to prevent the bottom slipping away.
17. No person may climb a mast whilst a yacht is ashore.
18. Hull and keel blasting, any 'hot work', or external hull drying using electricity, may only be undertaken with the written consent of the Marina.
19. Staying aboard a vessel whilst it is ashore is discouraged for fire safety reasons. Where Owners have no alternative, permission in writing must be sought from the Marina.
20. Owners requiring use of electrical shore power must obtain prior consent from the Marina to connect unless they have already entered into an agreement for the supply of electricity. Owner's must ensure that their electrical leads are safe and run in such a way so as not to be trip hazard to others.
21. All debris arising from a vessel must be disposed of properly in the receptacles provided. If it is necessary for Marina staff to clear up debris etc, a yard labour fee will be charged to the Owner, even if such debris was caused by the Owner's contractor. Waste disposal and extensive recycling facilities are provided for general use. For the sake of the environment please use them.
22. Antifouling paint, residue, scrapings and washings are hazardous for the environment and human health. Owners and/or their Contractors must take all reasonable care to contain antifouling waste to prevent it from entering the sea. Owners who fail to take reasonable precautions may incur significant clean-up costs from the Marina and/or fines from the Environment Agency.
23. Vehicles should be driven with extreme care whilst in the vicinity of the boatyard. Reversing of any towing vehicle must only be undertaken with a banksman.
24. Children are not permitted to play in the boatyard and for safety reasons they must be supervised by a responsible adult at all times.
25. All vessels must be ready for launching on the agreed date and time. Failure to do so may incur extra hoisting and cradling charges if it is necessary to move a 'late' vessel in order to access another vessel. It is the Owner's responsibility to ensure that the boat is in a watertight condition i.e., all skin fittings/seacocks are connected and closed prior to relaunching.
26. Postponement of relaunch dates/times cannot normally be accepted as this may conflict with other bookings. Earlier relaunches will be accepted where possible on request.
27. The Marina accepts no responsibility for any inconvenience or additional charges that might be levied in the event of being unable to lift out or relaunch any vessel at the required time, or at all, if such delay arises as a result of any failure of the Owner or other third party to ensure that the vessel is in a ready state to be lifted as required by these terms and conditions.
28. The Marina's tariff for boatyard and other services are listed in the current Marina handbook. Unless the Owner is a contract berth holder, the payment of fees for all boatyard services provided by the Marina are due prior to relaunching.
29. All use of Marina premises is subject to the Marina's terms & conditions as displayed. Copies are available upon request.