



**Waterside
Mooring**



**SPECIAL CONDITIONS FOR
BOATS PERMITTED TO MOOR AT ALBERT AND SALTHOUSE DOCKS**

If you have a **Mooring** at the **Mooring Sites** known as Albert Dock or Salthouse Dock [referred to below as ‘the **Dock(s)**’] these **Special Conditions** will apply to **You** in connection with the right to moor you purchased for Albert Dock or Salthouse Dock as applicable. The Special Conditions apply as additional conditions that are part of the **Agreement** , which is the standard mooring agreement term and conditions. These **Special conditions** are issued in accordance with clause 6.3 of the **Agreement**. All terms in these **Special Conditions** (which appear in bold) will have the same meaning stated in the definitions section of the **Agreement**, and any other terms in bold included in the conditions below, shall have the meaning stated in these **Special Conditions**.

Additional Definitions for these Special Conditions:

‘**Liverpool Waterfront**’ means Albert Dock, Canning Dock, Canning Half Tide Dock, Wapping Basin, Dukes Dock, Wapping Dock Queens Dock, Coburg Dock and Brunswick Dock.

- 1 The **Boat** shall at all times when under way be manned by competent crew who shall hold such qualifications as may be by required by law.
- 2 The **Boat** shall at all times be navigated with proper caution and at such speed and in such manner as not to endanger the **Boat** or to cause any nuisance, danger, obstruction or annoyance to any other craft, property or person at the **Mooring Site** or in any other part of the **Liverpool Waterfront** .
- 3 Save when passing or re-passing between the River Mersey and the **Dock**, the Boat shall not enter any other areas of the **Liverpool Waterfront**, other than the **Dock** in which the **Boat** has a **Mooring**.
- 4 You shall comply with any instructions given by the **Waterside Mooring** whether in relation to the time at which or the manner in which the **Boat** is to pass or repass between the River Mersey and **Dock** or otherwise.



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- 5 The **Boat** shall at all times be maintained to the highest standard in a thoroughly seaworthy condition in good repair and fit in all respects to use the **Docks**, and the **Waterside Mooring** shall be entitled to inspect the **Boat** to check that compliance with this condition.
- 6 The **Waterside Mooring** shall be entitled to require you to produce evidence of any certificates or other documents relating to the **Boat** that the **Waterside Mooring** may demand to check on your compliance with applicable laws and the conditions of this **Agreement**.
7. In the event of the **Boat** being open to the public, **you** must to ensure that the **Boat** is at all such times equipped with –
 - 7.1 Such number of gangways giving access to and from a quay pontoon or landing stage as shall be necessary to comply with all regulatory requirements, each of which shall be constructed and (by night) illuminated to such a standard as may from time to time be prescribed by any regulatory requirements and shall be adequately supervised by the crew of the **Boat** to ensure the safety of visitors; and
 - 7.2 Such other means of escape as shall be necessary to comply with all regulatory requirements.
- 8 In the event of the **Boat** being open to the public to draw to the attention of every visitor a notice in such form as **Waterside Mooring** may from time to time prescribe and to display copies of such notice in such positions as **Waterside Mooring** may from time to time direct
- 9 **Waterside Mooring** does not warrant :
 - 9.1 The depth of water (if any) available in the **Dock** or in any other area of the **Liverpool Waterfront**; or
 - 9.2 That the **Boat** will be able to pass or repass between the River Mersey and the **Dock** at any particular time or times or at all; or
 - 9.3 That the **Boat** will be able to lie safely afloat in the **Dock** or in any other area of water; or



- 9.4 The security of the **Mooring Site**; or
- 9.5 That any person will be able to pass or repass between the public highway and the **Dock** at any particular time or times or at all;
- 9.6 That **we** will supply shore power at all, or if **we** do supply shore power, that the supply will constant.
10. No maintenance repair or other work to the **Boat** (other than a minor repair) shall be carried out within the **Mooring Site** without **Waterside Moorings** consent and 7 days' prior written notice must be given to **Waterside Moorings**, unless urgent repair or other work is required, in which case, **Waterside Mooring** may accept a shorter notice period. No minor repair shall be carried out within the **Mooring Site** save at such time and in such manner as **Waterside Mooring** may from time to time prescribe. **Waterside Mooring** shall be entitled to inspect the Boat during the carrying out of maintenance repair or other work or at any other time whatsoever as to ensure that the **Boat** is being properly maintained to comply with the **Agreement** and any applicable laws.
11. Refuelling at the **Mooring Site** shall only be carried out before 1000 hours and in such manner as **Waterside Mooring** may from time to time prescribe.
- Save with the prior written approval of **Waterside Mooring** no fuel shall under any circumstances whatsoever be stored within the **Mooring Site**.
12. No refuse garbage waste sewage effluent oil or other noxious material of whatsoever nature shall be deposited from the **Boat** within the **Dock** or any other area of the **Mooring Site**. All refuse garbage waste sewage effluent oil or other noxious material shall be disposed of in accordance with any waste management plan of **Waterside Mooring** from time to time in force or otherwise removed from the **Mooring Site** by tanker or other road vehicle. No equipment stores refuse garbage waste or other material of whatsoever nature shall be deposited on any quay pontoon or landing stage or on any gangway ladder or steps giving access thereto or allowed to fall into the **Dock** or any other area of water within the **Mooring Site**.
13. The **Boat** shall when not under way be secured at the **Mooring** in such manner as the **Waterside Mooring** may from time to time prescribe with her halyards (if any) properly



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secured and with any **Tender** belonging to the **Boat** securely stowed on board. The **Boat** shall when not under way be secured in such a manner as to prevent interference by vandals and shall be inspected and (in the case of an open **Boat**) bailed out at intervals of not more than one week. Collected rainwater shall only be disposed of in accordance with clause 12 above of these **Special Conditions**. Under no circumstances whatsoever shall the **Boat** be made fast to any dock wall or quay without the prior express authority of Waterside Mooring, and (where necessary) the prior express authority of National Museums and Galleries on Merseyside.

14. **We** may ask **you** to remove the **Boat** from the **Mooring Site**, from time to time (for up to 35 days in one calendar year) for events such as boat shows. You will be given reasonable notice to remove your Boat prior to the relevant event.