Above the Brine Ltd. Terms and Conditions for Use of Slipway (The Patent Slip)



1 Definitions

- 1.1 ATB: Above the Brine Ltd.
- 1.2 Marina: Victoria Dock Marina, Caernarfon
- 1.3 Slipway: The Patent Slip located within the Victoria Dock Marina operated by Above the Brine Ltd.
- 1.4 Vessel: To include any boat (motor, sailing) or personal water craft.
- 1.5 Vessel Owner: The legal owner of the Vessel

2 Regulations

- 2.1 Vessels using the Patent Slip pass through the Victoria Dock Marina ('Marina'). Therefore, persons using the Patent Slip are deemed to accept the <u>Victoria Dock Marina Terms and Conditions</u>. The Victoria Dock Marina is owned by Gwynedd Council and managed by the Caernarfon Harbour Trust.
- 2.2 All Vessels must be registered by the Vessel Owner with the <u>Gwynedd Council</u>. Proof of valid registration must be provided to ATB and will be held on record for the season of Slipway use.
- 2.3 <u>Gwynedd Council Marine Code</u> must be obeyed at all times.

3 Qualifications and Insurance

- 3.1 All PWC owners must have RYA Personal Watercraft Proficiency Course certificate or a similar recognised certification.
- 3.2 Motorboats operators must hold a RYA Power Boat Handling certificate or a similar recognised certification.
- 3.3 The Vessel must have valid insurance, to include 3rd party liability for a minimum of £3 million.

4 <u>Launch, Recovery and Facilities</u>

- 4.1 Launch and recovery times subject to tide and weather conditions. Leaving and entering Victoria Dock Marina is tidal and may be accessed approximately three hours either side of high tide.
- 4.2 Use of the Slipway is self-launch only using owner's own vehicle. Aided launch / recovery is provided to storage customers.

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- 4.3 All launches must be booked prior to arrival, this can be done using the online booking service or by calling 07484 373797.
- 4.4 You can cancel a booking anytime up to two hours before your launch time. Cancellations can be made using the online booking service or by calling 07484 373797. Bookings not cancelled in accordance with these terms will incur a fee of £16.
- 4.5 Summer launch hours start at 08:30 hours with final retrieval at 20:00 hours. Winter hours are 10:00 hours to 14:00 hours during the week and 09:00 hours to 16:00 hours on weekends. Sunday and Monday winter launches are only possible by prior arrangement, with a minimum of 72-hour notice period. No self-launch will be available outside the boatyard opening times.

<u>Note</u>: There is a 2-metre flap gate at the Marina entrance that is operated during the Summer period (1st April to 30th September) between the hours of 07:00 to 23:00 and during the Winter period (1st October to 31st March) between Sunrise and Sunset only.

- 4.6 Recovery times are to be agreed at time of launching and will need to be within the boatyard opening hours.
- 4.7 ATB makes every effort to launch/recover vessels at the Booking Time or make the Slipway available for launch/recovery (in the case of self-launch service). However, at peak times delay may be unavoidable and vessels will be dealt with on a booked or "first come" basis. ATB reserves the right to change operating hours as required by the business and to reflect tides.
- 4.8 There is no parking in the boatyard. After launching the vessel, cars; will need to be parked in one of the many nearby car parks. Parking trailers at the boat yard will depend on available space at the time.
- 4.9 Changing facilities are available onsite.
- 4.10 Freshwater and hose to washdown vessel after use will be made available on a first come first serve basis. Use of freshwater is for a maximum of one-half hour. Additional use will incur an additional charge in accordance with our Services Pricing.

5 <u>Damage and Security</u>

5.1 Damage caused to ATB property may incur additional charges.

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- 5.2 The security of the Vessel and or trailer and any property contained therein or left in or on ATB property, is the sole responsibility of the Vessel's Owner.
- 5.3 Any damaged caused to the Vessel is the responsibility of the Vessel Owner

6 Payment and Communication

- 6.1 All payments must be made in full prior to Slipway use.
- 6.2 Payments can be made by major credit cards / debit card or cash. Please note that cheques are not acceptable.
- 6.3 The Vessel Owner's communication details must be provided to ATB and any changes notified. Vessel Owner (s) details will be stored for a minimum of 1 year after last launch and / or for the 1 year after expiry of a Slipway annual pass.
- 6.4 All data will be managed in accordance with our Privacy Policy which is General Data Protection Regulation (or GDPR) compliant.

7 Further Conditions

- 7.1 ATB reserves the right to ask the Vessel Owner(s) to produce evidence that they and their vessel satisfy these terms and conditions. Not adhering to the terms and conditions can result in the Slipway pass being voided and no refund will be due.
- 7.2 ATB reserves the right to change these Terms and Conditions at any time. The most up to date Terms and Conditions will be made available on the website and can be provided in hardcopy upon request.
- 7.3 By using the Slipway, it is taken that an acceptance of these terms and conditions are agreed.