

BOAT LANE MOORINGS

GENERAL TERMS AND CONDITIONS

Definitions

1. In these conditions, the Company shall mean the company and/or its Agents to whom the application for berthing is made which may be one or more of its Associated Companies, Concessionaires, Tenants and Assignees for the operation (if any) of the Boat Repair Yard, Brokerage or any other Harbour Facility. The expressions "harbour" and "marina" herein shall include a Yacht Harbour, Marina, Moorings or any other facility for berthing a vessel. The expression "owner" shall include a Charterer, Master, Agent, or any other person for the time being lawfully in charge (other than the company) of the vessel or vehicle. In these Conditions the masculine shall be taken also to denote the feminine and the singular shall also be taken to denote the plural.

Berth

2. The company retains all rights of possession in respect of all berths.
3. Nothing in the Licence shall entitle the Owner to the exclusive use of a particular berth.
4. All vessels and vehicles in or on the Company's harbour or premises may be moved by the company to any other part of the same harbour or premises.
5. The company reserves the right to move adapt or remove pontoons at their sole discretion for the purposes of maintenance renewal or reconfiguration of the Marina.
6. No part of the Company's harbour or premises or any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial or residential purposes.
7. If the Owner is aboard the vessel for a continuous period of 28 days or more the Company is entitled to request written proof of the Owner's residential address elsewhere (for example; their driving licence or a copy of their utility bill) such written proof to be provided within 7 days of the request.
8. Unless the Owner has the Company's prior consent (which may be withheld at its sole discretion), The Owner shall not lend or transfer the berth (this licence being personal to the owner relating to a particular vessel and non- assignable) nor shall he use the berth for any other vessel. Mooring or storage accommodation and/or vessels may not be sublet without the company's consent (which may be withheld at its sole discretion).
9. The company may have use of the berth when it is left vacant by the Owner.
10. Berths (including those occupied by vessels on the company's harbour or premises or facilities for servicing, overhauling or repair) shall be licenced for the period from time to time published by the Company at its premises and charges therefore will be calculated by reference to the company's published list of charges and the current rate per metre overall vessel length from time to time altered or amended by the Company.

Insurance

11. The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the Owner's vessel or vehicle or by the owner, his servants, agents, crew, guests or sub-contractors except to the extent that such loss, damage costs, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible.
12. The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being and his agents, visitors, and guests in a sum of not less than in respect of each accident or damage and in respect of each vessel to maintain salvage insurance adequate to cover all and any costs of salvage, recovery, removal and disposal. Such insurance shall be effected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto the Company on demand.

13. No work shall be done to the vessel whilst at the Company's harbour, premises or moorings (unless with the prior written consent of the Company which may be withheld at its sole discretion), other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew, or members of his family not causing any nuisance or annoyance to the Company or to any other users of the Company's harbour, premises or moorings or any other person residing in the vicinity. Prior written consent for work to be carried out on the Company's harbour premises or moorings shall not without good cause be withheld where the company is satisfied that the whole of the work is remedial and not servicing and is being carried out under warranty by the manufacture and/or supplier of the vessel or any part of his equipment to which the warranty relates.
14. The owner undertakes to ensure that any contractor appointed by the owner to work on the vessel shall obtain the permission of the Company before entering the marina and shall sign the Company's 'Declaration by visiting trade operators' and shall carry full current Public and Employers Liability.
15. The Company shall not be liable whether in contract, tort or otherwise, for any loss, theft, or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the owners or others claiming through the Owner except to the extent that such loss, theft, or damage may be caused by the negligence or wilful act of the company or those for whom the company is responsible.

Termination

16. The Company shall have the right (without prejudice to any other rights in respect of breaches of these conditions by the Owner) to terminate the licence granted to the Owner by giving notice in writing to the Owner and requiring him to remove the vessel within 28 days of the date of such notice, at the expiration of which the Owner shall remove the vessel and any other property of his from the company's marina and premises. The Company shall refund to the owner the unexpired portion of the licence fee (disregarding any discount given) subject to a right of set-off in respect of any damage suffered by it and/or other monies due to the company.
17. The Owner may terminate an annual licence granted to the Owner by giving the company 28 days' notice in writing of such termination, at the expiration of which the Owner shall remove the vessel from the Company's harbour and premises. Notwithstanding any notice given the Owner undertakes to pay all moorings and storage fees for the period of this annual licence and for all and any periods of renewal of this licence at the appropriate tariff as published by the company.
18. The Company shall not refund to the Owner of any unexpired portion of the licence fee.
19. The Owner may terminate a licence granted to the Owner for marina mooring paid by monthly direct debit by giving the company 3 months' notice in writing of such termination, at the expiration of which the Owner shall remove the vessel from the Company's harbour and premises. In the absence of any notice given the owner undertakes to pay all moorings and storage fees for the period of this licence and for all and any periods of renewal of this licence at the appropriate tariff as published by the company.
20. If the owner fails to remove the vessel on termination of the licence (whether under this condition or otherwise), the company shall be entitled;
 - (i) To charge the Owner with the mooring or storage fees at the published daily tariff rate which would have been payable by the Owner to the Company if the licence had not been terminated for the period between termination of the licence and removal of the vessel from its harbour and premises and/or
 - (ii) At the Owner's risk (save in respect of loss or damage caused by the Company's negligence during such removal) to remove the vessel from its harbour and premises and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees.
21. The Owner must give prior notice to the Company of the name and address of the purchaser, Transferee or mortgagee, as the case may be. If the company does not receive such notice the liability for the vessel including the mooring fees and other fees and the terms of this licence shall remain with the owner.
22. In all cases where a contract of hire or licence to occupy and moorings, berth, storage space, property of facilities may be lawfully terminated by notice, the same shall be deemed to be lawfully served if served personally on the Owners or sent by registered post or recorded delivery service to the last known address in the United Kingdom of the owner or to the principal place of business of the company.

Vessel

23. The Owner must ensure the vessel's name is clearly and legibly displayed on the vessel.
24. The Owner must notify the Company in writing of the details of any changes of name of the vessel or changes of address or contact details of the Owner.

25. The company reserves the right at any time during the period of this agreement to measure the Owner's vessel and will be calculated over all accessories and fixings for example; outboard engines, sterndrive units, bathing platforms, pulpits, davits, dinghies and tenders.
26. If in the company's opinion such be necessary for the safety of the vessel or for the safety of other users of the marina or premises or for their vessels or for the safety of the Company's marina, premises, plant, or equipment, the Company shall have the right to moor, rebirth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such moorings, rebirthing, movement, boarding or emergency work arises from the negligence of the Company or those for whom the Company is responsible, the Company's reasonable charges therefore shall be paid by the Owner.
27. If in the company's opinion the condition of the vessel has been left to deteriorate to such an extent that it is detracting from the enjoyment of the other berth-holders or poses a threat to safety or navigation within the Marina the Owner shall be asked to clean and/or maintain the vessel and if such cleaning or maintenance is not carried out then the company reserves the right to carry out or to instruct to have carried out such cleaning, maintenance or lifting ashore, all such to be at the Owner's expenses.
28. The Owner shall maintain the vessel's engines and machinery in a good working condition at all times.
29. Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require, and adequate warps and fenders shall be provided and fitted by the Owner.
30. Vessels stored ashore will be launched or put afloat in such sequence as to avoid moving their vessels for this purpose and also to make the most economical use of the facilities at the company's disposal. At the Owner's request the company will, if possible, launch his vessel at any suitable water and weather conditions, but the cost of moving other vessels for this purpose and/or any attendant expenses must be paid for by the Owner. The basis of such charges is available to the Owner on request.
31. Vessels stored ashore on chocks or cradles may only be moved by the Company or have such Chocks, blocks, cradles, or other supports moved or adjusted by the company. All yachts masts must be an un-stepped or removed from the vessel.
32. The owner shall ensure that the vessel is prepared and ready for launch and shall further ensure that the vessel is checked for integrity and safety as soon as it is put afloat.
33. Dinghies, tenders and rafts shall be stowed aboard the vessel unless a berth is separately provided by the company.
34. No items of boats, gear, fittings or equipment, supplies stores or the like shall be left upon the pontoons, jetties or car parks. No items of any description (for example; but not limited to aerials, antennae, fenders, cleats, etc.) shall be fixed to the pontoons or jetties by the owner. Such items are liable to immediate removal and disposal by the Company at the Owner's expense.
35. Aerials and antennae mounted on or fixed to the Owner's vessel whether for navigation or broadcast reception shall not exceed half the height or the normal air draft of the vessel's superstructure.
36. The owner shall not affix a washing line or display any washing or laundry on any part of the vessel, pontoon or jetties, or within any part of the marina.
37. No private or trade advertising (signs, notices, etc.) is permitted on the Company's harbour or premises unless with the previous written consent of the Company, which may be withheld as its sole discretion. No Owner shall be permitted to display a 'for sale' notice on any vessel.

Account

38. In all cases payment for moorings and/or storage shall be made on demand in advance, interest will be charged on all overdue accounts at the rate of... compounded per month or part month an account remains overdue
39. Invoices for craning, dry-docking, servicing, etc. by the Company to the Owner shall be payable on presentation.
40. If the owner elects to have invoices and renewal mooring agreements provided via email then the email address provided by the owner to the company on the above Application page shall be used by the company until such time as the Owner provides another email address. All invoices sent to the email address provided shall be accepted as valid demands for payment. All renewal mooring agreements sent to the email address provided shall be accepted as valid invitations to renew the mooring agreement.
41. The company has the right to exercise a general lien upon any vessel and/or other property of the Owner whilst in or on the Company's marina or premises and to detain and retain the same until such time as any monies due to the Company in respect of the vessel and/or such property whether on account of rental, storage, commission, access or berthing charges, work done or otherwise, shall be paid. The Company reserves the right to secure the owner's vessel afloat or ashore against non-payment or monies due. The company reserves the right to prevent the vessel from leaving the Marina. This security may be ashore or afloat at the company's discretion. The company may invoice the Owner for all costs of craning, hoisting and storage in this regard. The

owner shall remain responsible for insuring the vessel in these circumstances. If the license is terminated or expires while the company is exercising this right of detention the company shall be entitled to charge the owner at the company's daily rate for overnight visitors for each day between termination or expiry of this licence and the actual date of payment (or provision of security) by the Owner and removal of the vessel from the marina. The Owner shall at any time be entitled to remove the vessel or other property from the marina on payment of the outstanding account and the receipt of cleared funds by the company.

42. Any vessels or other goods left at the company's marina or premises are subject to the provision of the torts (interference with goods) Act 1977, which confers on the company as Bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the company has given notice to the Owner or has taken reasonable steps to trace him in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which the company is not a Bailee are left at the company's harbour or premises. 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 the repair or treatment has been carried out. Any obligation of the Company towards vessels or goods left at its harbour or premises ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods and the Company accepts no responsibility for loss or damage to any vessels or goods left at its harbour or premises without its consent save in so far as such loss or damage is caused by the negligence of the Company or those for whom the company is responsible. The company's obligation as custodian of goods accepted for storage ends on its notice to the customer of termination of that obligation. 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 other firm of Solicitors.

Safety

43. All persons using any part of the Company's harbour premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the Company's harbour, premises or facilities was caused by or resulted from the company's negligence or deliberate act or that of those whom the company is responsible.
44. The owner agrees to comply with the company's published health and safety policy at all times. A copy of this is available at the marina office.
45. The owner undertakes to report to the company within 24 hours any accident or injury that occurs on the marina or within the company's premises.
46. No vessel, when entering or leaving or manoeuvring in the harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the harbour or any person(s) thereon. Vessels are at all times subject to a maximum speed limit of three knots within the marina.
47. Fishing, swimming, water-skiing, diving, jet-skiing, and racing are not permitted within the marina.
48. No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the harbour or premises so as to cause any nuisance or annoyance to the company or to any other users of the harbour or premises or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend aforesaid, and in particular (but without prejudice to the generality of the foregoing) halyards shall be secured so as not to cause such nuisance or annoyance.
49. The owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the offices of the company. The owner shall provide and maintain fire extinguisher(s) and fire protection equipment in accordance with local and statutory regulations in or on the vessel fit for immediate use in case of fire.
50. Owners shall not refuel vessels in the marina otherwise than on the company's refuelling berth.
51. The owner must not use any part of the company's premises for the purpose of lighting BBQs with the exception where available of specific BBQ areas designated at the company's discretion. BBQs must not be lit on pontoons or aboard vessels.

Environmental

52. The owner agrees to comply with the company's published Environmental Policy at all times. A copy of this is available in the Marina Office.
53. No refuse, sewage, oil or other waste shall be thrown overboard or left on the pontoons, jetties, or disposed of in any way other than in any receptacles that may be provided by the company, or by removal from the company's

harbour and premises. The owner shall undertake to dispose of all waste materials in accordance with local and statutory regulations, and to use the recycling receptacles provided by the company. The disposal of gas canisters and flares is the sole responsibility of the owner. Any waste disposal or recycling facilities provided by the company shall be used by the owner solely for the disposal and recycling of items generated whilst aboard the vessel. Items too large for the facilities provided must be removed from the Marina by the Owner and disposed of elsewhere.

54. Only smokeless fuel is to be used in coal- burning stoves where fitted aboard an owners vessel.
55. No guarantee is given by the company as to water levels within the company's harbour and the owner is responsible for any consequence of fluctuating water levels. The navigation authority's policy is to maintain water within a stated range except in flood or low flow conditions when water levels may exceed the stated range.
56. Bilges or tanks must not be emptied, flushed or pumped out whilst any vessel is afloat or ashore in the Company's harbour or premises. Chemical and/or sea toilets must not be discharged or emptied into the marina basin. The company is bound to report any such incident to the statutory authorities
57. Owners must keep any dogs, cats or other pets under control on board or on leads at all times and clear-up and safely dispose of any fouling caused by their pet.

Parking

58. The owner has the right subject to the availability of space to park up two motor vehicles at the company's premises at any one time. The company shall provide the owner two identification stickers for display inside the vehicle window screens. 'Motor vehicles' means normal cars or motorcycles and the owner must not park vans, motor homes, caravans, trailers, or any other form of motor vehicle on the company's premises.
59. The owner and their crew or visitors are required to park their motor vehicle(s) in such position and in such a manner as shall from time to time be directed by the company. The owner undertakes to keep their motor vehicle(s) taxed, roadworthy and insured at all times when on the company's premises; the company reserves the right to remove and scrap any vehicles found without such. All motor vehicles are parked at the sole risk of the vehicle owner.
60. The owner shall not park or store any motor vehicle on or at the company's premises other than during periods when the owner is aboard their vessel. No motor vehicles shall be parked or stored on or at the company's premises for any period in excess of fourteen days unless the owner is away from the Marina cruising aboard the vessel.
61. Should the owner choose to store a trailer or trailers at the company's premises such storage shall be charged and paid for at the prevailing trailer storage rate as published from time to time on the company's tariff. The owner shall ensure that all such trailers have a current MOT certificate and Road Tax and are maintained in a good serviceable condition at all times.

Electrical

62. No guarantee is given by the company for the continuous supply of electricity and other services within the company's harbour. The owner is responsible for the consequences of a discontinued electricity supply and shall take all necessary precautions assuming that a continuous supply of electricity is not maintained. Mains electricity is only available to boats with properly equipped and protected ting-main installation. The owner shall observe all statutory and local regulations relative to electricity in or upon their vessel.
63. The owner shall not leave any electric fan or incandescent heater in operation aboard the vessel while the vessel is unoccupied.