



Crick Marina Limited
West Haddon Road, Crick, Northants NN6 7SQ
Tel: 01788 824034 email: info@crickmarina.com
Website: www.crickmarina.com

RE: MOORINGS AT CRICK MARINA

Thank you for your enquiry regarding a mooring for your narrowboat at Crick Marina.

We will be very pleased to reserve you a berth, upon receipt of a £100 deposit (which is refundable if your plans change and you let us know promptly).

We also have supervised towpath moorings available each winter from October 1st – March 31st.

Crick Marina is one of the most popular in the country, and thus is virtually full, so availability of moorings can vary depending on boat length. Please telephone the **Harbour Master** on 01788 824034 for further information.

IMPORTANT: We seldom have residential moorings available. If you are unsure what is meant by “residential”, please discuss this with us before applying. Any moorer found in practice to be “residential” for even part of a year when this was not agreed in advance will be required to vacate his/her mooring within 14 days.

Your initial £100 deposit will be credited against your mooring fees, which you can choose to pay monthly, quarterly or annually.

I enclose details of facilities, fees, and conditions. All current moorers receive free weekend passes for the Crick Boat Show each year. If you have any queries please call.

We would welcome your visit to inspect the Marina - please call in to the office between 9 a.m. and 1 p.m. or 2 p.m. and 5 p.m. any day except Monday.

Yours sincerely,

M T LANGER
Proprietor



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**SUPERBLY LOCATED ON THE 21-MILE LOCK-FREE LEICESTER SUMMIT
PEACEFUL RURAL MOORINGS, YET ONLY 1½ MILES FROM M1 J18**

FACILITIES & SERVICES:

JETTIES:	FULL-LENGTH JETTY BESIDE EVERY BOAT FOR EASY ACCESS
WATER:	TAPS ADJACENT TO EVERY JETTY AROUND THE BASIN – NO CHARGE
ELECTRICITY:	POINTS ADJACENT TO EVERY JETTY – METER REQUIRED.
RUBBISH:	LARGE SKIP & RECYCLING BIN IN MAIN CAR PARK
SEWAGE:	TOILET DISPOSAL POINT, PUMP OUT SYSTEM ON SERVICE WHARF - ATTENDED OR D.I.Y. OPERATION
FUEL:	DIESEL, CALOR GAS, SOLID FUELS AVAILABLE AT SERVICE WHARF
DRYDOCK:	FOR BOOKINGS PHONE TONY BALE ON 07831 352812
CAR PARKING:	UNLOADING BAYS CLOSE TO JETTIES, AMPLE CAR PARKING
LAUNDRY:	WASHING MACHINE & DRYER AVAILABLE
SECURITY:	FULL-TIME HARBOUR MASTERS LIVE ON-SITE. MARINA IS NOT OPEN TO THE PUBLIC & IS ON CANAL OFF-SIDE, WELL BACK FROM THE ROAD.
INTERNET:	FREE WIRELESS INTERNET AVAILABLE THROUGHOUT THE SITE
OTHER:	FREE "TAKE ONE LEAVE ONE" LIBRARY FREE WEEKEND PASSES FOR CRICK BOAT SHOW FREE QUARTERLY NEWSLETTER FREE CHOICE OF ENGINEERS ETC FOR WORK ON YOUR BOAT

**MOORING FEES TO 31.03.13 – these are charged by length of boat or pontoon length, whichever is the greater.
Rates include a 10% discount for prompt payment.**

PAYING MONTHLY:	£ 3.80 PER FOOT INC. VAT. BY S/O
PAYING QUARTERLY:	£10.25 PER FOOT INC. VAT.
PAYING ANNUALLY:	£38.50 PER FOOT INC. VAT.

WINTER TOWPATH MOORINGS (OCT 12 – MAR 13): £ 7.85 per foot per quarter inc. VAT

REC. NO. _____

BERTH NO. _____



Crick Marina Limited
 West Haddon Road, Crick, Northants NN6 7SQ
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Application for Non-Residential Mooring at Crick Marina

PLEASE PRINT:		
Title:	Name:	
Address & Post Code:		
Telephone:	Home:	Mobile:
	Work:	Email:
Details of Boat:		
Name:	B.W. Index No.	Overall Length:
	Builder:	Material of Hull:
	Engine:	
Insurance Details:		
Name of Insurance Co:		Policy Number:
		Renewal Date:
PLEASE READ THE GENERAL CONDITIONS DISPLAYED AT THE MARINA AND NOTE IN PARTICULAR		
1. Mooring fees are payable in advance by the 20th of the preceding month and are not transferable if boat ownership changes, nor refundable unless written notice has been given. 90 days written notice of vacating a mooring is always required.		
2. No boat may be sold privately whilst at the Marina, nor through any broker except Canal Boat Sales under their standard terms of business.		
3. Mooring is conditional on current BW Licence and insurance cover with a minimum of £2,000,000 third party indemnity.		
4. Allocation of berths is at the discretion of Crick Marina. The owner is not entitled to the exclusive use of any particular berth unless agreed in writing and is required to relocate to any suitable berth if requested to do so.		
5. Crick Marina has the right to exercise a general lien upon any boat and/or property of its owner, whilst in or on the marina, until any money due to Crick Marina in respect of mooring fees, commission, storage or charges for work done or goods supplied or otherwise shall be paid.		
6. All property kept at the Marina is at its owners risk.		
7. Pets (dogs) must be kept on a lead and under strict control at all times.		
8. Any moorer found in practice to be "residential" for even part of a year when this was not agreed in advance will be required to vacate his/her mooring within 14 days.		
PLEASE COMPLETE ALL SECTIONS OR YOUR FORM WILL HAVE TO BE RETURNED. THANK YOU		
I request mooring at Crick Marina commencing from _____ (date)		
I wish to pay my mooring fees:	<input type="checkbox"/> Monthly in advance by standing order (£3.80 per foot inc. VAT) <input type="checkbox"/> Quarterly in advance by cheque (£10.25 per foot inc. VAT) <input type="checkbox"/> Yearly in advance by cheque (£38.50 per foot inc. VAT)	
WINTER TOWPATH MOORINGS	<input type="checkbox"/> Quarterly in advance by cheque (£7.85 per foot inc. VAT)	
I would expect to spend _____ nights per month overnight on my boat while moored in the marina.		
I agree to be bound by the General Conditions of the Marina, and enclose my deposit. (£100 for permanent mooring, £50 for temporary or winter mooring). This deposit will be credited to my first mooring fee.		
Signed:		Dated:
APPLICATION ACCEPTED:	Signed:	Dated:
For and on Behalf of Crick Marina.		Payment of £ _____ received with thanks.

GENERAL CONDITIONS OF BERTHING AND MOORING AT CRICK MARINA

1. In these conditions "the Firm" shall mean Crick Marina, "Owner" shall mean the owner of the vessel or vehicle or other person for the time being lawfully in charge of it, and "the Marina" shall mean moorings, premises and facilities of Crick Marina at Crick.
 - 2.1 All vessels and vehicles in or on the Marina may be moved by the Firm to any other part of the Marina.
 - 2.2 The Firm 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 Owner 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 Firm or those for whom the Firm is responsible.
 - 2.3 The Owner shall indemnify the Firm against all loss, damage, costs, claims or proceedings incurred by or instituted against the Firm 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 or proceedings may be caused by the negligence or wilful act of the Firm or those for whom it is responsible.
 - 2.4 The Owner shall maintain Third Party insurance in respect of each of his vehicles or vessels in a sum not less than £2,000,000.00 in respect of each accident or damage. Such insurance shall be effected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to the Firm on demand.
 - 2.5 The Owner shall maintain the necessary BW Licence in respect of his vessel and comply with all requirements therein
3. No part of the Marina or of any vessel or vehicle while situated therein shall be used by the Owner for any commercial purposes.
 - 4.1 Within seven days of any sale, transfer or mortgage of any vessel which is subject to a current licence granted to the Owner by the Firm subject to these conditions the Owner shall notify the Firm of the name and the address of the purchaser, transferee or mortgagee as the case may be.
 - 4.2 No vessel shall be offered for sale or sold by the Owner whilst it is moored in the Marina except through the brokerage of Canal Boat Sales and subject to their current terms and conditions.
5. No work shall be done to the vessel whilst at the Marina (unless with the prior consent of the Firm, which may be withheld at its sole discretion) other than minor running repairs or minor maintenance of a routine nature, not causing any nuisance or annoyance to any other users of the Marina or any other person residing in the vicinity. The Firm also retains the right to refuse access to an owners chosen engineer who may be contracted to carry out such works
6. The Firm has the right to exercise a general lien upon any vessel and/or other property of the vessel's Owner whilst in or on the Marina or until such time as any money due to the Firm in respect of the vessel and/or other such property whether on account of rental, storage, commission, access or berthing charges, work done or otherwise shall be paid.
 - 7.1 The Firm 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 in the following manner in the event of any breach by the Owner of these conditions or of any failure by the Owner to make any payment due to the Firm. If the breach is capable of remedy or the Owner has failed to make any such payment the Firm may serve notice on the Owner specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount due within 14 days. If the Owner fails to remedy such breach or pay the amount due within 14 days, or if the breach is not capable of remedy, the Firm may serve notice on the Owner specifying the breach or failure to pay (when not already specified) and requiring him to remove the vessel within 14 days at the expiration of which the Owner shall remove the vessel and other property of his from the Marina.
 - 7.2 Any moorer found in practice to be "residential" for even part of a year when this was not agreed in advance will be required to vacate his/her mooring within 14 days.
 - 7.3 When no date of termination has been agreed in writing between the parties, the Firm or the Owner may terminate the licence granted to the Owner by giving the other 90 days notice in writing of such termination, at the expiration of which the Owner shall remove the vessel from the Marina. Mooring fees are payable to the Firm up to the date of such expiration, regardless of the date of departure from the marina of the vessel.
 - 7.4 If the Owner fails to remove the vessel on termination of the licence (whether under this condition or otherwise) the Firm shall be entitled:
 - 7.4.1 to charge the Owner with the rental which would have been payable by the Owner to the Firm if the licence had not been terminated for the period between termination of the licence and removal of the vessel from the Marina
 - 7.4.2 at the Owners risk (save in respect of loss or damage by the Firm's negligence during such removal) to remove the vessel from the Marina and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees.
8. In all cases where a contract of hire or licence to occupy any moorings, berth, storage space, property or facilities may be lawfully terminated by notice, the same shall be deemed to be lawfully served if served personally on the Owner 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 Firm.
9. Any vessels or other goods left at the Marina are subject to the provision of the Torts (Interference with Goods) Act 1977, which confers on the Firm as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the Firm 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 Firm is not a bailee are left at the Marina. Any obligation of the Firm towards vessels or goods left at the Marina ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods and the Firm accepts no responsibility for the loss or damage to any vessels or goods left at the Marina without its consent save in so far as such loss or damage is caused by the negligence of the Firm or those for whom the Firm is responsible.

10. If in the Firm's opinion such be necessary for the safety of the vessel or for the safety of other users of the Marina or for their vessels or for the safety of the Firm's moorings, premises, plant or equipment, the Firm shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such mooring, re-berthing, movement, boarding, entering or emergency work arises from the negligence of the Firm or those for whom the Firm is responsible, the Firm's reasonable charges therefore shall be paid by the Owner within 14 days of an account being rendered.
- 11.1 Berths (including those occupied by vessels on the Firm's moorings or premises or facilities for servicing, overhauling or repair) shall be licensed for the periods from time to time published by the Firm at the Marina and charges therefore will be calculated by reference to the Firms published list of charges ruling at the commencement of the licence.
- 11.2 Nothing in the licence shall entitle an Owner to the exclusive use of a particular berth.
- 11.3 Unless he has the Firm's prior consent, 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.
- 11.4 Vessels shall be berthed or moored by the Owner in such a manner and position as the Firm may require and the necessary warps and fenders shall be provided by the Owner.
- 11.5 The Firm shall have use of the berth when left vacant by the owner.
12. All persons using any part of the Marina 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 Marina was caused by or resulted from the Firm's negligence or deliberate act of those for whom the Firm is responsible.
13. No vessel when entering or leaving or manoeuvring in the Marina, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the moorings. Vessels are at all times subject to the speed restriction and bye-laws of British Waterways.
14. No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Marina so as to cause any nuisance or annoyance to the Firm, to any other users of the Marina or to any person residing in the vicinity. No person shall use, carry or display any item within the Marina, which may cause a hazard, injury or offence to the Firm or any other person. The Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid. Any determination of such item(s) will be at the sole discretion of the Firm.
15. The Owner shall keep all dogs on a lead and strictly under control at all times and on all parts of the marina site; no fouling of the jetties, car park or any other part of the marina site shall be permitted. The keeper shall not remain aboard his boat while the dog is ashore. Any fouling shall be immediately and totally removed. The Owner, even in his absence, shall be responsible for any dogs brought on site, by his family, friends, guests, partners or, any other person visiting him or his boat or his berth. Any Owner in breach of these rules will be given one only final warning; any further breach will lead to the forfeit of his mooring. Fees paid will be refunded pro rata.
16. No refuse shall be thrown overboard, left on the jetties or car parks, or disposed of in any way other than in the receptacles provided by the Firm or by removal from the Marina and in particular bilge water shall not be discharged at any time into the Marina.
17. Owners and their crew are required to park their motor vehicles in such position and in such manner as shall from time to time be directed by the Firm. When owners are away from the marina and especially when out cruising, vehicles are to be parked in the main car park as directed by the marina office. The small car parks are for short term parking only. (Typically weekend or loading)
18. No items of boats' gear, fittings or equipment, supplies, stores or the like shall be left upon the jetties or car parks.
19. 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 Firm. The Owner shall provide and maintain fire fighting equipment as required under the terms of the Boat Safety Scheme and relevant to the size of vessel for immediate use in case of fire.
20. The Owner shall refuel only at the designated service berth and shall vacate the berth when the fuelling operation is completed. Where fuel (diesel) is required to be transferred in portable containers, the Firm reserves the right to refuse the use of any container deemed unfit for the purpose. Containers are to have a minimum capacity of 10ltrs to avoid spillage. Owners shall not refuel petrol-powered vessels in the Marina.
21. The Firm reserves the right to introduce regulations which relate solely to the administration of the Marina and which are not inconsistent with these conditions, and to amend such regulations from time to time. Such regulations and any amendments shall become effective on being displayed on the Firm's public notice board or other prominent places at the Firm's premises, and the Firm shall have the same rights against the Owner for a breach of the regulations as for a breach of these conditions.
22. Annual mooring fees shall be payable promptly by March 20th each year, and quarterly fees promptly by the 20th of March, June, September, and December. Fees are quoted, and invoiced to Owners, nett of a 10% discount for prompt payment, which lapses 21 days after the invoice due date.
23. No notice shall be displayed on the notice board, or elsewhere on the barn, or at any place in the marina including aboard Owners' boats, without the express permission of the Firm.