

## General Conditions of Berthing & 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, reberth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such mooring, reberthing, 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 wner 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.
24. The Owner shall ensure that the Vessel remains in a seaworthy condition at all times whilst in the Marina. The Vessel is to have an operational engine, and must be able to navigate and steer under its own power.
25. All Vessels must be kept clean and in reasonable repair at all times, and in an aesthetically pleasing condition. Should a Vessel be damaged, then repair works must be carried out as soon as is reasonably possible. Tarpaulins and temporary covers are allowed for no more than 1 month unless authorised by the marina manager.