

General Conditions of Mooring



Definitions

1. **"Berth"** means the space in the Marina on water and/or land from time to time allocated to you by OWM for mooring of your Vessel.
"Booking Form" means the booking and/or renewal form completed by the person(s) mooring or wishing to moor their vessel at the Marina or by OWM on his/her/their behalf and setting out his/her/their details, the name of the vessel and details of the period and rates of mooring agreed between such person(s) and OWM.
"Mooring Contract" means this agreement between you and OWM relating to the mooring of your Vessel at the Marina.
"Contractor" means any person appointed to carry out maintenance and/or repair work on your Vessel.
"General Conditions" means these General Conditions of Mooring as amended from time to time in accordance with their terms.
"OWM" means OverWater Marina Ltd, its officers and employees.
"the Marina" means the marina, moorings and all other facilities known as OverWater Marina, Coole Lane, Newhall, Nantwich, Cheshire CW5 8AY for launching, navigating, mooring, berthing, maintaining, repairing and storage of vessels, and all the land and buildings at such site, including (without limitation) wet docks, slipway, car parks, amenity building, workshop, jetties, waste disposal facilities, refuelling facilities, water and electricity infrastructure, hardstanding and roadways.
"Office" means the office of OverWater Marina Ltd at the Marina.
"you" means the person or persons whose name(s) is/are stated on the Booking Form, and "your" shall be construed accordingly.
"Vessel" means the vessel specified on the Booking Form (or any replacement or substituted vessel only if this has been agreed in writing by OWM as a variation of this Mooring Contract).

The Contract

- 2.1 The Mooring Contract comprises the Booking Form and these General Conditions.
- 2.2 The Mooring Contract will commence on the date specified on the Booking Form or the date of arrival of your Vessel in the Marina, if earlier and will end one year later, unless an earlier end date is specified on the Booking Form.
- 2.3 The Mooring Contract will be automatically renewed for a new mooring contract of the same duration, subject to clause 10.

Your Berth

3. You may berth your Vessel at the Marina and, subject to clause 26.2, use such facilities as are provided for customers with berths at the Marina subject to the terms and conditions of and for the duration of this Mooring Contract.

Liability, Indemnity and Insurance Obligations

- 4.1 OWM shall not be liable in contract, tort or otherwise, for any loss, theft or any damage of whatsoever nature suffered by you or in relation to your Vessel or any other property belonging to you, your crew, Contractors or visitors, except to the extent that such loss, theft or damage was caused by the negligence of OWM.
- 4.2 Notwithstanding clause 4.1 above, OWM shall not be liable for any indirect or consequential loss or damage.
- 4.3 You shall maintain third party insurance for yourself, your crew, agents and visitors in respect of your Vessel. Such insurance shall be for a sum of not less than £2,000,000 in respect of any accident or incident in relation to your Vessel and shall include sufficient cover against full foundering, salvage and wreck removal claims. You must ensure that any Contractor maintains corresponding insurance for a sum of not less than £2,000,000. All such insurance(s) shall be effected and maintained by reputable insurance companies authorised under the Financial Services Authority (or its successor) or under the laws of another member state of the European Union. You shall produce (or in the case of your Contractors, you shall procure that the Contractor produces) the policy or policies and evidence of payment of the premiums, to OWM on demand. You agree not to do anything that could lead to such policy or policies being revoked, invalidated or not renewed in the ordinary course.
- 4.4 OWM shall not be under any duty to salvage or preserve your Vessel or other property from the consequences of any event for which OWM is not responsible. However, OWM may salvage or preserve your Vessel or other such property when it reasonably considers necessary. Where it does so it shall be entitled to charge you on a normal commercial basis and where appropriate, to claim a salvage reward.

Commercial Use and Sale of Vessel

- 5.1 Except with the prior written consent of OWM, you may not use any part of the Marina or your Vessel for any commercial purposes including, without limitation, hire of the Vessel, embarkation of charter parties, rental accommodation or advertising of any kind, or display any advertisements or signs on the Vessel or anywhere else within the Marina. If OWM gives its written consent for commercial use, such use will be subject to such further terms and conditions as OWM may specify and to the payment of additional fees.
- 5.2 Occasional use of your Vessel by your friends on payment to you of a contribution towards the running costs of the Vessel is not be deemed to be a commercial purpose, however, upon request, you shall supply to OWM full details in writing of all such use of your Vessel by friends.
- 5.3 You shall not place on or in your Vessel or anywhere else in the Marina, any advertising of a vessel for sale. Whilst it is moored at the Marina, you may not place your vessel for sale with a brokerage other than the brokerage operated from the Office..

Notification of Sale

6. Within seven days of any sale, transfer or mortgage of your Vessel, you must notify OWM of the name and address of the purchaser, transferee and/or mortgagee. The Berth is not transferable to the new owner of your Vessel without express permission from OWM and the completion of a mooring contract with them. You may not berth any substitute vessel at the Marina unless this has been agreed in writing by OWM as a variation of this Mooring Contract.

Condition of the Vessel and Vehicles

- 7.1 You shall ensure that your Vessel and any vehicle you, your crew, Contractors or visitors bring to the Marina is fit for its purpose at all times whilst it is in the Marina.
- 7.2 Your Vessel must be kept clean and in reasonable repair at all times. Should your Vessel be damaged, then repair works must be carried out as soon as is reasonably possible. Tarpaulins and similar covers are allowed as a temporary cover only, for a maximum period of 4 weeks.
- 7.3 Your Vessel must be in possession of a valid Boat Safety Certificate and C&RT Craft Licence with the latter prominently displayed on the Vessel at all times. You must ensure that all vehicles you, your crew, Contractors and visitors bring to the Marina display a valid Vehicle Excise Duty licence, have a valid MOT certificate and third party insurance, in each case, where these would be necessary and satisfying the same criteria as would be required if the vehicle in question was on the public highway. Vehicles registered under the SORN scheme may not be parked within the Marina. You must produce (or procure that your crew, Contractor or visitor produces) such MOT certificate and policy or policies of insurance (with evidence of payment of the premiums) to OWM on demand.
- 7.4 In addition to the requirements set out in clause 7.1, you shall ensure that your Vessel remains in an aesthetically-pleasing condition whilst it is at the Marina. OWM shall be the sole judge of what is considered aesthetically pleasing by reference to the condition of the majority of vessels moored in the Marina.

Work to Vessel

- 8.1 Minor running repairs and minor maintenance to your Vessel of a routine nature (including, but not limited to light sanding, staining and minor painting) which does not cause noise, disturbance or pollution to the Marina or other Marina users, may be carried out to your Vessel at its Berth.
- 8.2 Extensive/major work to your Vessel, including but not limited to external sanding, angle grinding, welding, internal refit, spray-painting etc. may not be carried out within the Marina except with OWM's prior written consent. Where OWM consents to such work, consent is subject to you complying OWM requirements in relation to the location where the work is to be carried out and all other provisions of this clause 8. OWM may require that such work is carried out in a berth or hard standing area specified by OWM, away from your usual Berth and/or in a location in the Marina less likely to cause disturbance to other Marina users and OWM. OWM may charge you for use of such other location and associated costs. This clause 8.2 applies whether the work is carried out by you, your agent or Contractor.
- 8.3 You may allow a Contractor to work on your Vessel in or via access through the Marina providing they have registered in the Marina Office and they are present within Office working hours. Before a Contractor may work on your Vessel in the Marina, you must ensure that a risk assessment and method statement has been completed by the contractor and that a copy of the Contractor's third party liability insurance policy has been provided to the Office. OWM reserves the right to withhold or revoke its consent. You are responsible for ensuring that any Contractor working on your Vessel registers with the Office upon their arrival at the Marina before any work is started. OWM may require a Contractor to leave the Marina if you or such Contractor fails to comply with any part of this Mooring Contract relevant to Contractors. OWM is entitled to levy a charge for allowing any external Contractor to work on your Vessel at or via access through the Marina.

- 8.4 Whenever work is carried out on your Vessel, all OWM's facilities, bollards, pontoons, service points etc. must be suitably protected, kept clean and tidy at all times, and appropriate health and safety measures adopted and followed. OWM may reclaim from you all costs incurred for remedial works required as a result of any damage caused by you, your crew, Contractors and visitors, to the Marina.
- 8.5 All work on your Vessel in the Marina must be carried out in strict accordance with the Marina's health and safety and general management policies which are available from the Office and all relevant health and safety legislation and codes of practice. Where work is not carried out in accordance with this legislation and these policies and codes of practice, OWM may require that such work cease forthwith.
- 8.6 When work is carried out on your Vessel, whether by you, your agent or a Contractor, you must use your best endeavours to ensure that as little disturbance and inconvenience as possible is caused to OWM, to other users of the Marina and to persons residing in the vicinity. If OWM receives any complaint regarding the work from any person using the Marina or residing in the vicinity of the Marina or if OWM otherwise considers it necessary, OWM may require a review of the methods used so as to minimise any disturbance or inconvenience and/or require that the work is carried out in a different berth or hard standing area within the Marina (for which OWM is entitled to levy a charge) or require that the work cease forthwith.
- 8.7 Any Contractor undertaking work to your Vessel must leave the Marina forthwith upon completion or cessation of the work.
- 8.8 All work on your Vessel of whatever nature may be carried out daily only between 09.00 and 18.00 hours. All work on your Vessel must be completed within a reasonable period of time, taking into account the nature and extent of the work involved. Upon completion or cessation (whether at the requirement of OWM or otherwise) of any work on your Vessel you shall immediately commence restoring the area in which the work was carried out to the condition it was in prior to the commencement of the work, including undertaking any remedial work that OWM decides is required, and shall complete this within a reasonable timescale.
- 8.9 Work undertaken by Overwater Narrowboat Services is subject to a separate set of Terms and Conditions, a copy of which is available in the workshop and by request from the Marina Office.

Fees and Charges

- 9.1 Mooring fees are calculated according to the length of jetty required for the overall length of the space occupied by your Vessel, including bowsprit or stem fittings, bathing platforms, out-drives or transom hung ladders, stern mounted dinghies and any fore or aft projections, temporary or permanent, as measured. The minimum jetty length available is 45 feet (14 metres). Boats may overhang a jetty by a maximum of 3'3" (1 metre).
- 9.2 Mooring fees are payable in full at the commencement of your Mooring Contract, or, subject to prior agreement by OWM and payment of a surcharge, quarterly (for mooring contracts of 6 months or more) or monthly in advance. Mooring fees will vary according to the term of the Mooring Contract and the frequency of payment of mooring fees, as agreed at the commencement of your Mooring Contract. Mooring fees include a utilities standing charge.
- 9.3 All mooring fees invoiced are inclusive of VAT at the current rate. Fees will be adjusted during the term of the Mooring Contract only to reflect any VAT changes and/or (except if this is a renewed Mooring Contract) if your Vessel arrives in the Marina earlier than the date specified on the Booking Form. Mooring fees are subject to review by OWM when your current Mooring Contract is renewed.
- 9.4 OWM's standard mooring fees as varied from time to time are available from the Office and are calculated according to the length of your Berth, the period of the mooring contract, frequency and methods of payment and any other applicable charges.
- 9.5 Details of all additional charges for facilities and services offered at the Marina or work undertaken are available from the Office and are incorporated into these General Conditions by reference. Charges (other than your mooring fees which are agreed with you for the full term of your Mooring Contract) may be reviewed and varied by OWM at any time without notice.
- 9.6 If you would like your Vessel to occupy more than one berth, OWM will charge for the number of berths occupied. Vessels with a beam in excess of 2.12 metres will incur a surcharge. OWM is under no obligation to allow your Vessel to occupy more than 1 berth, unless this has been agreed before the commencement of your Mooring Contract.
- 9.7 Payments to OWM may usually be made by cheque (if supported by a cheque guarantee card and made payable to OverWater Marina Ltd), credit or debit card (excluding American Express), cash, bank transfer, standing order or direct debit, however OWM may require you to use a specific payment method or methods or may stop accepting a particular payment method at its sole discretion provided this is reasonable.
- 9.8 OWM reserves the right to exercise a general lien upon your Vessel and/or property belonging to you whilst at the Marina until such time as any money due to OWM or its agents from you or in respect of work carried out or services provided on or in relation to your Vessel is paid. This applies whether such money is due (without limitation) on account of mooring fees, charges for services or supply, rental, storage, commission, repair, maintenance, work done, administration charges, legal costs or otherwise. If the lien remains unsatisfied for the specific period of time notified to you by OWM, your Vessel or property may be sold and the proceeds of the sale used to satisfy the monies owed. The remaining balance, less all cost of sale, will be remitted to you (in the case of your property) or the owner(s) of your Vessel as notified to OWM in accordance with this Mooring Contract. OWM reserves the right to remove your boat from the water should monies be owed.
- 9.9 Payments made by you under these General Conditions shall be made without deduction or set-off. You are required to pay all sums owing upon such sum falling due. An administration charge of £20 plus VAT (where applicable) per letter may be levied by OWM if OWM or its advisors write to you in connection with an account which has been overdue for one month or more. You accept that such charge represents a genuine pre-estimation of loss on the part of OWM. In addition to the administration charge (if levied) you will be liable for the payment of interest on any sum you owe to OWM for more than one month at the rate of the current Royal Bank of Scotland base rate plus 5% from the date such sum became due until the date of payment. You will be liable to pay the reasonable fees and expenses of OWM, including legal fees and expenses, in relation to the recovery by OWM of payments due under the Mooring Contract.
- 9.10 OWM will only refund payments made to it in the circumstances specifically provided under these General Conditions or at its absolute discretion. Subject to clauses 11.1 and 11.2, refunds will not be issued for unexpired electricity credit left in service bollards at any time.

Renewal of Contracts

- 10.1 If you do not want your mooring contract to be renewed automatically, you must notify OWM, in writing, at least one calendar month before the end of your Mooring Contract. If OWM does not wish to renew your Mooring Contract, OWM will notify you at least one calendar month before the end of your Mooring Contract. If OWM has not received or given any such notification, your Mooring Contract will be automatically renewed with a new mooring contract starting on the day after your old Mooring Contract ends and for the same duration (or as near as possible to the same duration, calculated in months or parts thereof, not days) on the terms set out in this clause 10.
- 10.2 OWM's standard mooring fees at commencement of your renewed mooring contract will apply to your renewed mooring contract, unless an alternative rate is stated on a new or renewed booking form. The new mooring contract will comprise these General Conditions (as amended or reissued by OWM on or before the date of commencement of the new mooring contract), any additional terms agreed in writing between you and OWM and your new or renewed booking form. If no new or renewed booking form is completed, the most recent booking form completed by you or on your behalf will be used, as updated in accordance with this clause 10 (fees, dates, terms and conditions etc.).
- 10.2 OWM will review mooring fees annually and the revised rates will apply for all mooring contracts and renewals after the 1st April each year. Revised mooring fees will be published on the Marina website. If for any reason your Mooring Contract is terminated or not renewed, you must remove your vehicles, Vessel and any other property from the Marina on or before the last day of your Mooring Contract, although other arrangements may sometimes be possible.

Termination

- 11.1 Either you or OWM may terminate your Mooring Contract by giving the other party not less than one calendar month prior notice in writing. If OWM terminates your Mooring Contract on notice, before its original termination date OWM will refund any unexpired portion of the mooring fees which has been paid in advance for the period following the date of actual termination and any other charges you have paid in advance for services unused, less any amount owed by you to OWM. If you terminate the Mooring Contract before its original termination date any waiver or refund of the unexpired portion of the mooring fees and other charges due or paid in advance to OWM is at the absolute discretion of OWM. Without prejudice to OWM's absolute discretion with respect to waiver and refund of mooring fees and other charges, OWM has a Policy for Refunds which it usually follows and is available from the Office.
- 11.2 Without prejudice to any other rights OWM may have in respect of any breaches of the Mooring Contract by you, OWM may terminate the Contract with immediate effect in the following circumstances: (1) if you breach any term of the Mooring Contract which is capable of remedy but which is not remedied within the time stipulated by OWM in a written notice to you specifying the breach and requiring its remedy; or (2) if you breach any material term of the Mooring Contract which is not capable of remedy or persistently breach and term or terms of the Mooring Contract; in which case OWM shall refund to you the unexpired portion of the mooring fees subject to a right of set-off in respect of any monies owed to OWM or claimed by OWM as damages for breach of the Mooring Contract.
- 11.3 Upon termination this Mooring Contract (unless it has been renewed), you must cease using the services and facilities of the Marina (other than services and facilities available to the general public) and must remove your Vessel and any other property belonging to you from the Marina forthwith. If you fail to remove your Vessel from the Marina within 24 hours of termination of the Mooring Contract OWM may charge you for mooring your Vessel in the Marina at the mooring rates charged to short term visitors berthing a similar vessel at the Marina, for the period from termination until your Vessel is removed from the Marina. If you fail to remove your Vessel and property from the Marina within 7 days of termination of the Mooring Contract OWM may remove the Vessel and/or property from the Marina and secure it elsewhere and charge you for all costs arising out of such removal and storage, including alternative berthing fees and any additional costs incurred by OWM. If you

fail to remove your Vessel and/or property from the Marina or the location where it is being stored within 28 days of termination of the Mooring Contract OWM may sell the Vessel and/or property and deduct from the sale proceeds all costs arising from the sale, storage, alternative berthing fees, arrears of mooring fees, accrued interest and any other charges you owe to OWM or its agents, with the net sale proceeds being payable to you (in the case of your property) or the owner(s) of your Vessel as notified to OWM in accordance with this Mooring Contract. If proceeds of any such sale are expected to be similar to or less than the costs of sale, OWM may dispose of the Vessel or property.

- 11.4 Termination of the Mooring Contract is without prejudice to the rights of you or OWM in connection with any antecedent breach or the Mooring Contract. The provisions of this clause 11 and clause 9 shall survive termination of the Mooring Contract.

Berthing, re-berthing and movement of Vessels, equipment and goods

- 12.1 OWM will allocate a Berth to you at the start of your Mooring Contract and may from time to time re-allocate to you a different Berth, either on a temporary basis or for the remaining term of your Mooring Contract. OWM must give you reasonable notice of any re-allocation of your Berth and you must move your Vessel to the new Berth as soon as reasonably possible. Nothing in this Mooring Contract shall entitle you to the exclusive use of a particular berth.
- 12.2 When berthing or mooring your Vessel at the Marina, you (or your agents) must do so in such a manner and position as OWM shall direct. Except in the case of an emergency, you may not berth your Vessel in a different berth or location in the Marina from that allocated to you unless such berth or location is approved in advance in writing by OWM.
- 12.3 OWM reserves the right to moor, re-berth, move, board, enter or carry out emergency work on your Vessel if, in OWM's reasonable opinion it is necessary to do so for the purposes of attempting to: (1) avoid damage to your Vessel or to any other vessel in the Marina or to the waterspace; and/or (2) ensure the safety of users of the Marina; and/or (3) ensure the safety of OWM its premises, plant or equipment.
- 12.4 OWM may moor, re-berth or move your Vessel if, in OWM's opinion, it is necessary to do so in order to launch or put afloat or remove from the water any other vessel.
- 12.5 OWM may moor, re-berth or move your Vessel, and/or move any property belonging to you, if, in OWM's opinion, it is necessary for the good management, safety or security of the Marina.
- 12.6 Subject to payment by you of OWM's usual charges, OWM may moor, re-berth, move or tow your Vessel at your request. OWM will not be liable for any damage to the Vessel arising as a result of this activity except where the damage is caused by any negligence or default on the part of OWM.
- 12.7 Where OWM complies with your request or the request of any person ostensibly authorised by you to undertake the activities in clause 12.6, you agree to indemnify OWM in full from and against all loss, damage or liability (including all legal fees and costs) incurred by OWM as a result of complying with the request, unless such loss, damage or liability is due to the negligence of OWM.
- 12.8 Provided this is possible, OWM may require mooring on double jetties to be stern first.

Non-Assignability

13. The Mooring Contract is personal to you and your Vessel. You may not assign any or your rights under it to any other person. OWM may assign the Mooring Contract to a third party by giving notice to you.

Safe Navigation of Vessels in the Marina

- 14.1 When your Vessel is entering, leaving or manoeuvring in the Marina, you must ensure that it is not navigated at such a speed or in such a manner as to be likely to damage any other vessel in the Marina, or any part of the Marina or to endanger any person or property or cause inconvenience to other vessels in the Marina.
- 14.2 If any damage is caused by you, your crew or visitors, or your Vessel (whether through negligence, poor or unsafe navigation or otherwise) to the Marina or any part of it or any other vessel or property in the Marina whether belonging to OWM or otherwise, OWM shall be entitled (but is not obliged) to repair such damage (or if it is not possible or cost effective to repair, where possible, replace) and recover all costs associated with such repair or replacement from you.
- 14.3 OWM may replace warps and re-secure your Vessel at any time if it considers this reasonably necessary in the interests of safety, at your expense.
- 14.4 You must ensure that your Vessel is not navigated in the Marina by anyone incapable of properly navigating it or any person who is under the influence of alcohol or drugs or otherwise intoxicated so as to render navigation unsafe.

Prohibition of Nuisance

- 15.1 You may not operate (or allow your visitors, crew or Contractors to operate) noisy or objectionable engines, radios or other apparatus or machinery in or near the Marina (other than for the purpose of work carried out to your Vessel where this is specifically permitted by and undertaken in accordance with this Mooring Contract).
- 15.2 You, your crew, Contractors and visitors may not cause a nuisance or annoyance to OWM or to any other users of the Marina or to any person residing in the vicinity.
- 15.3 Engines, generators or other apparatus or machinery, must not be operated in the Marina between the hours of 20.00 and 09.00 unless it is for the purposes of navigation or in an emergency or in a location unlikely to cause a disturbance agreed in writing in advance by OWM.
- 15.4 No anti-social behaviour or abuse, verbal or physical, is permitted towards OWM, its customers or other moorers at the Marina. OWM may terminate this Mooring Contract immediately if you, your crew or visitors breach this clause. Any Contractor who breaches this sub-clause must leave the Marina forthwith and will not be permitted to return.

Disposal of Refuse

- 16.1 No refuse, including ashes, shall be thrown overboard or left on the pontoons, jetties or car parks. You must dispose of your domestic waste in the appropriate receptacles provided by OWM or by removing it from the Marina. Your non-domestic waste, including, but not limited to batteries, refrigerators, television or computer screens, furnishings, cookers and the like must be removed from the Marina by you.
- 16.2 The use of sea toilets within the Marina or similar disposal of toilet waste into the Marina is prohibited. Failure to observe this rule entitles OWM to terminate the Mooring Contract forthwith.

Spillages

17. You must immediately inform OWM of any spillage of oil, paint or any other pollutant into the Marina waterspace. You must also immediately take all reasonably practicable steps to minimise the spread of the pollutant and warn other users of the Marina of the problem. Costs associated with any clean-up operation may be charged to you.

Stowage and Use of Dinghies

18. Any dinghies (other than stern mounted dinghies which have been included in the overall length of your Vessel for the purposes of the clause 9.1), tenders or rafts you bring to the Marina must be stowed aboard your Vessel unless a berth is separately allocated to them by OWM, for which OWM may charge additional mooring fees.

Storage of Material

- 19.1 No fittings, equipment, supplies, stores or any other property belonging to you may be stored or left at the Marina other than as directed by or agreed with OWM.
- 19.2 Except whilst transporting items to or from your Vessel, you must not leave or store any items on the area around your Berth or on the jetties, pathways, banks, walkways, car parks or anywhere else on the Marina. No items may be left on the jetties or close to the water's edge, even for a short period, where this may cause or increase the danger to you or any other user or member of staff at the Marina.
- 19.3 You may store solid fuel on the top of your Vessel to a maximum height of two standard bags. Bicycles may be stored lying horizontally on top of your Vessel, but not upright. Subject to clause 23, no other items of an untidy appearance or above a height above 50cm may be stored or erected on top of your Vessel. All items stored on your Vessel must be properly secured.

Vehicle Parking

20. Subject to the availability of parking spaces and the other terms of this Mooring Contract relating to vehicles, you may park such vehicles as are reasonably required for you to enjoy your Vessel at its Berth, at the Marina. OWM will be sole judge of what is reasonable in these circumstances, however usually 1 car per vessel within the marina compound and a 2nd car parked in the car park by the Office is considered reasonable, with more cars or other small vehicles permitted on an occasional ad hoc basis. Vehicles must be parked in such a position and in such a manner as directed by OWM. You may not leave any vehicle at the Marina when you are absent from the Marina other than when you are using your Vessel on the canal, without the consent of OWM. The parking of trailers at the Marina is not permitted except by prior written arrangement with OWM.

Health and Safety and Fire Precautions

- 21.1 You shall comply with all relevant health and safety regulations, codes of practice and any health and safety guidance issued by OWM whilst using the Marina.
- 21.2 You shall ensure that all necessary precautions against the outbreak of fire in or upon your Vessel are taken and all statutory regulations and any further instructions exhibited at the Office relating to fire prevention at the Marina are observed. You shall provide and maintain in good working order and readily available for immediate use in case of fire, at least one fire extinguisher of an EU government approved or BSI standard type and size, in or on your Vessel.
- 21.3 Your Vessel may not be refuelled in the Marina except when moored at OWM's refuelling berths.
- 21.4 The lighting of open fires or use of fireworks is strictly prohibited other than with the prior written consent of OWM. Barbecues or portable gas cookers may be used when placed on a suitable stand and only in designated areas. Barbecues and cookers must not be left unattended when lit and must be properly extinguished. The area around the equipment must be left in a clean and tidy condition.

- 21.5 Children invited to the Marina by you, your crew, Contractors and visitors are your sole responsibility and must remain under adult supervision at all times as the Marina may be potentially dangerous to them. Children and any person who is unable to swim well are advised to wear adequate life jackets at all times whilst at the Marina.
- 21.6 Running and cycling on the pontoons is not permitted. No items may be secured to electricity bollards, including cycles.
- 21.7 When connecting to a designated electrical outlet bollard, OWM approved leads and plugs must be used. These must be maintained by you in accordance with the relevant regulations and standards. You may not alter the berth or facilities in any way. Only electricity cards issued by OWM may be used at the Marina.
- 21.8 You must provide OWM with current address and contact details, including telephone numbers, so that you can be contacted in the case of an emergency.
- 21.9 Diving and bathing in the waters of the Marina is not permitted. Fishing is only permitted by you from your Vessel.

Washing

- 22. Laundry may not be hung anywhere in the Marina other than in an area which is specifically designated for the hanging of laundry, if any. Any laundry hung on your Vessel must not be visible to other users of the Marina.

Television Aerials, Satellite Dishes and Wind Generators

- 23. Moderately sized television aerials, satellite dishes and wind generators are permitted on your Vessel at the Marina, however you must make every effort to ensure that they are erected in a manner that makes them as inconspicuous as their design allows.

Occupation of Vessels

- 24. You undertake that your Vessel whilst based at the Marina will not be your or anyone else's principal private residence.

Keys

- 25.1 Up to 2 security access keys per Vessel are available to you from the Office for long-term use to access the Marina. A deposit is required for each key and OWM may charge for loss of any key.
- 25.2 Additional keys are available for short term use (1 week or less) by visitors, who must provide their name address and leave a deposit at the Office before collecting a key. This deposit will only be returned when the key is returned undamaged.
- 25.3 Where electronic security access keys or access codes are used, a periodic clearance of all electronic keys and/or codes may be carried out for security purposes. To re-validate a key or obtain the new code you must ask at the Office (bringing the key where necessary).
- 25.4 You may not allow any person other than your genuine visitors, crew and authorised Contractors to use any security access key or know or use any access code to gain entry to the Marina.

The Marina, its facilities and services

- 26.1 The service charge for the provision and maintenance of the electrical infrastructure to your Berth is included within mooring fees and as such is payable whether you wish to make use of the electricity supply or not. Electricity is supplied at an extra charge via an OFGEM approved pre-payment meter. The maximum available load is 16amps.
- 26.2 Services and facilities at the Marina, other than the provision of a Berth for your Vessel, are provided for the comfort and convenience of customers. Whilst OWM intends to continue to provide services and facilities to the level currently available at the Marina, OWM may withdraw, close or levy and additional charge for any such services or facilities at any time, and is under no contractual obligation to provide them. OWM will, where possible, give 28 days' notice of any changes to the services and facilities available at the Marina by displaying a notice indicating the changes at the Office.
- 26.3 OWM is not liable for any temporary failure of any of the services and facilities at the Marina or any consequences of such failure, but subject to clause 26.2 will use its reasonable endeavours to repair and/or restore such services and facilities as soon as possible.
- 26.4 You must take all reasonable care, and must ensure that your crew, Contractors and visitors take all reasonable care not to cause any damage or impairment to the Marina, its facilities and services other than reasonable wear and tear through normal use.

Animals

- 27.1 You may keep domestic animals on your Vessel whilst it is in the Marina, provided you have given full details of such animal(s) to OWM in writing and OWM has consented to each individual animal being kept there. OWM may refuse consent to allow a particular animal or type of animal to be kept on your Vessel and may, by notice to you in writing or by general notice displayed at the Office, prohibit a particular animal or type of animal from being brought to the Marina. Such decision will be final.
- 27.2 Dogs must be kept on a lead and under your control at all times whilst at the Marina unless they are in a specified dog walking area. You must clean up after your dog and place the waste in the designated bins provided.
- 27.3 OWM reserves the right to require you to remove any animal which is causing a danger, disturbance or nuisance to any other users of the Marina or OWM.

Additional Regulations and Rules

- 28.1 OWM may amend or supplement these General Conditions at OWM's sole discretion and may introduce other rules for the Marina which OWM deem necessary for the efficient and effective running of the Marina. Such amendments and rules shall become effective 28 days after being displayed at the Office, or forthwith if required for the health and safety of Marina users or staff or the preservation of the property of Marina users or OWM.
- 28.2 Any rules and regulations introduced pursuant to this clause 28 shall be deemed to form part of these General Conditions and your Mooring Contract from the date they become effective.
- 28.3 Whilst you are in the Marina you shall at all times comply with and shall use your best endeavours to ensure that your crew, Contractors and visitors comply with C&RT's and any other local authority's regulations and bye-laws whether or not such regulations and bye-laws apply directly to the Marina.
- 28.4 You agree to comply with all reasonable instructions issued by OWM in relation to use of your Berth and the Marina.

General

- 29.1 Where more than one person is named on the Booking Form, your obligations under the Mooring Contract are joint and several.
- 29.2 The headings in these General Conditions are for convenience only and shall not affect their interpretation.
- 29.3 Unless otherwise agreed in writing, failure to exercise or delay in exercising any right or remedy provided in this Mooring Contract does not constitute a waiver of that right or remedy or waiver of any other rights or remedies.
- 29.4 If any part of this Mooring Contract is held by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 29.5 These General Conditions as amended and/or supplemented from time to time in accordance with their terms, together with the Booking Form, constitute the entire agreement and understanding between you and OWM with respect to all matters referred to in them and shall supercede any previous representations or agreement(s) between the parties in relation to the mooring of your Vessel in and your use of the Marina.
- 29.6 No person other than a contracting party may enforce any provision of this Mooring Contract by virtue of the Contracts (Right of Third Parties) Act 1999.
- 29.7 Any notice given or invoice to be delivered in accordance with these General Conditions shall be delivered by hand or sent by first class post. Any notice or invoice delivered by first class post shall be deemed to have been received 48 hours after it has been posted.
- 29.8 The rights granted to you under the Mooring Contract to moor your Vessel at the Marina shall be as licensee and no relationship of landlord and tenant is created between you and OWM.
- 29.9 Unless you have notified OWM in writing to the contrary giving the names and addresses of all persons interested in the Vessel and the extent of their interest, you represent and warrant that you are the full legal and beneficial owner(s) of the Vessel specified on the Booking Form. Where you have notified OWM that you are not, or OWM is otherwise aware that you are not the full legal and beneficial owner(s) of the Vessel, OWM may require that all legal and beneficial owners of the Vessel agree and adhere to the terms of the Mooring Contract by deed and failing such agreement OWM may terminate the Mooring Contract upon 14 days' notice.
- 29.10 OWM shall not be liable for failure or delay in fulfilling its obligations under this Mooring Contract where this is a result of war, terrorism, flooding, extreme weather conditions, explosion, breach of the canal, failure by the relevant authority to maintain the canal, act of god or other matter outside the control of OWM.
- 29.11 OWM is registered under the Data Protection Act 1988. You agree that OWM can keep the information it has about you, your Contractors and any other owner or user of your Vessel on computer or in paper files. Unless you tell OWM otherwise in writing, you agree that OWM can share the information it has about you and such persons with others who regularly provide services at the Marina and with the farming business operated at Monks Hall Farm. You agree that you have or will obtain the consent of your Contractors and any other owner or user of your Vessel to allow OWM to keep and use their information in this way, or will notify OWM otherwise in writing. You have the right to see the information OWM holds about you and OWM may make a small charge for providing it to you. OWM may use CCTV at the Marina for the purposes of good management of the Marina and for security.
- 29.12 The Mooring Contract shall be governed by and construed in accordance with the laws of England.