

TERMS AND CONDITIONS FOR STANDARD BERTHING, MOORING AND/OR STORAGE ASHORE LICENCE FOR VESSELS AT DROITWICH SPA MARINA

1. In these conditions, "the Company" shall mean Droitwich Spa Marina Limited. The expression "Owner" shall mean the owner of the vessel including a Charterer, Master or Agent or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle.
2. No warranty or representation is expressed or implied by the Company of the suitability of the berth for the vessel or of any berth, structure, gear or other facility provided under the terms of this licence agreement by the Company.
3. Berths (including those occupied by vessels on the Company's Marina or Premises or facilities for servicing, overhauling or repair) shall be licensed for the periods from time to time published by the Company at its Marina or Premises and charges therefore will be calculated by reference to the Company's published list of charges ruling at the commencement of the licence.
4. Mooring fees are payable strictly in advance. Payment shall be made in full by the Owner on receipt of an invoice from the Company. Admin charges will be made to the owner for late payments, failed direct debit payments or standing orders or dishonoured cheques. All prices are subject to change without prior notice.
5. A refundable deposit will be required for any security key issued, out of which the Company reserves the right to deduct any amounts due to the Company. The key must not be transferred or loaned to any other person, and security access codes must not be disclosed.
6. No part of the Company's Marina or Premises or of any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes without prior written consent by the Company.
7. The Company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as extreme weather conditions, the actions of third parties not employed by it or any defect in any part of a customer's or third party's Vessel); this extends to loss or damage to Vessels, gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Premises or the Marina and/or using any facilities or equipment.
8.
 - a. All vessels and vehicles in or on the Company's Marina or Premises may be moved by the Company to any other part of the same Marina or Premises without notice.
 - b. 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 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 Company or those for whom the Company is responsible.
 - c. 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.
 - d. The owner is responsible to make his staff, servants, agents, crew, guests or sub-contractors aware of the terms and conditions of the marina.
9. The Owner's Vessel, gear, equipment or goods are at the Owner's own risk and they should ensure that they have appropriate insurance against all relevant risks. The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, in a sum of not less than £2,000,000 in respect of each accident or damage and in respect of each vessel. 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 Company on demand.
10. Water levels are not guaranteed and it is the owners' responsibility to ensure the boat is secured in such a way as to cope with fluctuations in water level.
11. 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 Company subject to these conditions the Owner shall notify the Company of

the name and address of the purchaser, transferee or mortgagee as the case may be. The Owner must also notify the Company immediately in writing of any change in the name of the Vessel or a change in the address, telephone number or other personal details of the Owner.

This agreement may be terminated by either party on 12 weeks written notification. Upon notice the Company shall prepare a final account of all sums owed by the Owner in respect of services or facilities used up to the intended date of departure of the vessel

12. No work shall be done to the vessel whilst at the Marina (unless with the prior consent of the Company, 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 Company also retains the right to refuse access to an owners chosen engineer who may be contracted to carry out such works. Working times on boats can be introduced by the company to avoid nuisance to the other marina users.
13. The Company 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 Company 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.
 - a.
 - i) 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 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 Company. If the breach is capable of remedy or the Owner has failed to make any such payment the Company 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 Company 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 28 days, at the expiration of which the Owner shall pay any amounts due together with any charges and remove the vessel and any other property of his from the Company's Marina and Premises.
 - ii) In the event of such termination as aforesaid the Company shall refund to the Owner the unexpired portion of the licence fee being the total fee paid less any charges at the appropriate rate for the expired portion.
 - b)
 - i) When no date of termination has been agreed in writing between the parties, the Owner may terminate the licence by giving the Company 90 days notice of such termination, at the expiration of which the Owner shall remove the vessel from the Company's Marina and Premises.
 - ii) In this circumstance the Owner shall not be entitled to a refund of any monies paid under the terms of this licence. If the Owner fails to remove the vessel on termination of the licence (whether under this condition or otherwise) the Company shall be entitled to charge the Owner with the rental 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 the Marina at the Owners risk (save in respect of loss or damage by the Company's negligence during such removal) and 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.
14. 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 Company.
15. 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
16. 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 Company, to any other users of the Marina or to any person residing in the vicinity.
17. No person shall use, carry or display any item within the Marina, which may cause a hazard, injury or offence to the Company 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 Company.
18. 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 Company or by removal from the Marina and at no time shall bilge water be discharged at any time into the Marina.

19. Within the perimeter of the Marina the Owner shall keep all dogs on a lead and under control at all times. No fouling of jetties, car parks and other areas of the Marina shall be permitted and must be removed immediately. Should dog owners been seen to disrespecting this condition, the company will immediately ban the offending dog from the marina. Maximum of two dogs per vessel at any one time. No other animal is permitted on a vessel or in the marina, without prior approval from the company.
20. No fishing is allowed in any part of the Marina.
21. 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 Company.
22. No items of boats gear, fittings or equipment, supplies, stores or the like shall be left upon the jetties, pathways, walkways, car parks, or anywhere else within the marina.
23. Cabin tops should be kept clear of surplus equipment not necessary for the navigation of the vessel, i.e. logs, bikes, solid fuel, rubbish etc. Storage facilities can be provided for excess equipment subject to a charge.
24. 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 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.
25. The physical layout of every Marina and the varying needs and obligations of the Company and its customers requires that the Company retains absolute control of Berth allocation within the Harbour and Premises. Accordingly the Owner shall not be entitled to the exclusive use of any particular Berth but shall use such Berth as is from time to time allocated to him by the Company.
26. Nothing in the licence shall entitle an Owner to the exclusive use of a particular berth. Moorings will be allocated at the discretion of the company, who's decision is final.
27. 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 Company's negligence or deliberate act of those for whom the Company is responsible.
28. Any vessels or other goods left at the Company's Marina or Premises are subject to the provisions 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 responsible 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 Marina or Premises. Any obligation of the Company towards vessels or goods left at its Marina or Premises ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods left at its Marina 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.
29. If in the Company's opinion such be necessary for the safely 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, 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 Company or those for whom the Company is responsible, the Company's reasonable charges therefore shall be paid by the Owner.
30.
 - a. The Company shall have the right by notice in writing to the Owner forthwith to terminate this licence if at any time the Company's Marina or Premises shall be so damaged impeded or interfered with by 'Force Majeure' (as hereinafter defined) as to render it likely that the Company will be unable to continue to provide a berth or mooring in accordance with the licence entered into between the Company and the Owner.

- b. In this clause 'Force Majeure' means any event or circumstance (whether arising from natural causes human agency or otherwise) beyond the control of the Company including extreme weather conditions, riots, civil commotion, aircraft, fire, breakdown or war.

31. The Company shall have the right to terminate this licence on 90 days written notice in the event that development of the Marina or any other works shall result in a changed layout and/or any reduction and / or alteration of the number and / or location of the berths available at the Marina.

In the event of such termination by the Company as aforesaid the Company shall refund to the Owner the unexpired portion of the licence fee being the total fee paid less any charges at the appropriate rate for the expired portion.

32. Long term moorers

In the event of any change of ownership of the Company the rights and obligations of the Owner under the terms of these conditions shall automatically transfer to apply to the new ownership, unless altered by mutual consent. In the event of the winding up of the company either voluntarily or compulsorily then the Company or their Administrators Receivers or other successors in title to the Marina and its real and corporal assets shall return to the Owner a pro rata proportion of any unexpired portion of the licence fees, without deduction for charges. The Owner will rank as a preferred creditor insofar as any such refund is payable.

33. Boats must display a valid BW licence and hold a current Boat Safety Certificate or equivalent documentation.

34. As common with most marinas it is a condition of our planning permission that 'the boat is not a principle private residence' hence why you need to provide your principle private residence address.

All moorers must provide their private, principle residential address, for where they are paying council tax.

35. No post will be accepted by the company for the owner or on behalf of the moorer.

36. A maximum of two cars per vessel is allowed at any one time. No vehicles other than cars/motorbikes to be parked at the marina without prior approval by the company.

37. Spillages The Owner should immediately inform the company of any spillage of oil, paint or any other pollutant into the Marina. The Owner should also take such steps as are reasonably practicable in the circumstances 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 the Owner.

38. Disposal of Refuse

- a. No refuse shall be thrown overboard or left on the pontoons, jetties or car parks. Any domestic waste shall be disposed of in the receptacles provided by the Company or by removal from the Marina by the Owner. Non-domestic waste, including but not limited to batteries, refrigerators, television or computer screens, soft furnishings, cookers and the like must be removed from the Marina by the Owner.

- b. The use of sea toilets within the Marina or similar disposal of toilet waste into the Marina is prohibited. Failure to observe this rule will result in immediate termination of the Contract

39. Health and Safety and Fire Precautions

- a. The Owner shall abide by all relevant health and safety regulations, codes of practice and any health and safety guidance issued by the Company whilst using the Marina.

- b. The Owner shall take all necessary precautions against the outbreak of fire in or upon his Vessel and the Owner shall observe the statutory and local regulations relating to fire prevention exhibited in the Office. The Owner shall provide and maintain in good working order at least one fire extinguisher of an EU government approved or BSI standard type and size, in or on the Vessel and readily available for immediate use in case of fire.

- c. The Owner shall not refuel the Vessel in the water, except when moored at the marinas refuelling berth.

- d. The lighting of open fires or use of fireworks is strictly prohibited. Barbecues or portable gas cookers may be used when placed on a suitable stand and only in designated areas. All barbecues and cookers must not be left unattended and must be properly extinguished. The area around the equipment must be left in a clean and tidy condition.

- e. Children invited to the Marina by the Owner and the Owner's Visitors are the sole responsibility of the Owner and must remain under the Owner's supervision at all times as the Marina may be potentially dangerous to them. They must not cause a nuisance to any other user of the Marina.
- f. Running and cycling on the pontoons is not permitted. No items may be secured to electricity bollards, including cycles.
- g. When connecting to a designated electrical outlet bollard, the Company approved leads and plugs must be used. These must be maintained in accordance with the relevant regulations and standards. The Owner is not permitted to alter the berth or facilities in any way.
- h. Refunds will not be issued for unexpired electricity credit left in service bollards at any time. Only electricity cards issued by the Company may be used on the site.
- i. The Owner must provide the Company with contact details of next of kin in the case of an emergency.

40. Diving or Bathing

- a. Diving and bathing in the waters of the Marina is not permitted.
- b. Children under the age of 12 must be accompanied by a responsible adult at all times whilst at the Marina.
- c. Any person on site unable to swim is advised to wear adequate life jackets at all times whilst at the Marina.

41. Washing

Laundry may not be hung anywhere in the Marina. Any laundry hung on the Owner's Vessel must not be visible to other users of the Marina.

42. Television aerials, satellite dishes and wind generators

Every effort must be made by the Owner to ensure that television aerials, satellite dishes and wind generators are erected in a manner that makes them as inconspicuous as their design allows for, whilst the Vessel is in the Marina.

43. Additional Regulations and Rules

- a. The Company reserves the right to amend these General Conditions and/or to introduce other site specific rules and regulations which the Company deem necessary for the efficient and effective running of the Marina. Such amendments and rules and regulations shall become effective on being displayed on marinas public notice board in the Office reception.
- b. The Owner shall at all times abide by, and shall use his best endeavours to ensure that his crew and visitors abide by any applicable British Waterways', Environment Agency and any other local authority bye-laws.
- c. The Owner further undertakes to abide by any reasonable instructions issued by the Company.

44. Temporary Failure of Services and Facilities

Without prejudice the Company will not be liable to the Owner in the event of a temporary failure of any of the facilities and/or services at the Marina due to a reason not within the Companys control, but agrees to use its reasonable endeavours to ensure that the affected services and/or facilities are repaired as soon as reasonably possible.

45. All boats must be moored in such a way that creates the minimum bank erosion and helps create and sustain aquatic habitats (forward, with the propeller away from the bank).

46. Boats may not be offered for sale or shown to prospective purchasers within the marina, except through the companys brokerage.