

Beeston Marina Ltd & Terms and Conditions Mooring and Storage

1. In these Conditions, the Company shall mean the Company and /or its Agents or Agents to whom the application for berthing is made which may be one or more of its Associated Companies, Concessionaires, Tenants and Assignees for the operation (if any) of the Boat Repair Yard, Brokerage, or any other Harbour Facility. The Expression "harbour" shall include a Yacht Harbour, Marina, Moorings or any other facility for berthing a yacht. The expression "Owner" shall include a Charterer, Master, or Agent or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle.
 - (b) The Company shall not be liable whether in contract, tort or otherwise, for any loss, theft or any other damage of whatsoever 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 shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £500,000 in respect of each accident or damage and in respect of each vessel adequate salvage insurance. 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.
2. (a) All vessels and vehicles in or on the Company's harbour or premises may be moved by the company to any other part of the same harbour or premises.
 - (b) The Company shall not be liable whether in contract, tort or otherwise, for any loss, theft or any other damage of whatsoever 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 shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £500,000 in respect of each accident or damage and in respect of each vessel adequate salvage insurance. 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.
3. No part of the Company's harbour or premises or of any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes.
4. Within 7 days of any sale, transfer or mortgage of any vessel which is subject to a current license 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.
5. (a). Subject to paragraph (b) of this Condition no work shall be done to the vessel whilst the Company's harbour, premises or moorings (unless with prior written consent of the Company which may be withheld at its sole discretion), other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew, or members of his family not causing any nuisance or annoyance to any other users of the Company's harbour, premises or moorings or any other person residing in the vicinity.
 - (b) Prior written consent for work to be carried out on the Company's harbour premises or moorings shall not without good cause be withheld in the following circumstances:
 - (i) Where the work to be carried out is work for which the Company, its concessionaires or those who normally carry out work on its behalf would normally employ a specialist sub-contractor; or
 - (ii) Where the Company is satisfied that that the whole of the work carried out is remedial and not servicing and is being carried out under warranty by the manufacturer and/or supplier of the vessel or any part of her equipment to which the warranty relates.
 - (iii) If the Company has set aside an area of the Company's harbour premises or moorings where Owners may carry out work on their Vessels, and the work for which consent is sought is restricted to that area and is not carried out in a manner prohibited under the Regulations for the time being made by the Company with regard thereto.
6. The Company has the right to exercise a general lien upon any vessel and any vessel and/or other property of the vessel's Owner whilst in or on the Company's harbour or premises 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.
7. (a) 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 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 remove the vessel and any other property of his from the Company's harbour and premises. The Company shall refund to the Owner the unexpired portion of the licence fee (disregarding any discount given) subject to a right of set-off in respect of any damage suffered by it and/or other monies owing as a result of the matters giving the Company the right to terminate the licence.
 - (b) When no date of termination has been agreed in writing between the parties, the Company or the Owner may terminate the licence granted to the Owner by giving the other 28 days' notice of such termination, at the expiration of which the Owner shall remove the vessel from the Company's harbour and premises.
 - (c) If the Owner fails to remove the vessel on the termination of the licence (whether under this Condition or otherwise), the Company shall be entitled:
 - (i) To charge the Owner with 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 its harbour and premises and/or

- (ii) at the Owner's risk (save in respect of loss or damage caused by the Company's negligence during such removal) to remove the vessel from its harbour and premises and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees.
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 Company.
9. Vessels stored at seasonal rates ashore or in mud berths will be launched or put afloat as near the end of the seasonal period as in the Company's opinion tide, weather conditions and available facilities permit and in such sequence as to avoid moving other vessels for this purpose and also so as to make the most economical use of the facilities at the Company's disposal.
- (a) At the Owner's request the Company will, if possible, launch his vessel at any suitable tide and weather conditions, but the cost of moving other vessels for this purpose and/or any attendant expenses must be paid for by the Owner. The basis of such charges is available to the Owner on request.
10. Any vessels or other goods left at the Company's harbour 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 reasonable steps to trace him in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which the Company is not a bailee are left at the Company's harbour or premises. Any obligation of the Company towards vessels or goods left at its harbour or premises ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods and the Company accepts no responsibility for the loss or damage to any vessels or goods left at its harbour or premises without its consent save in so far as such loss or damage is caused by the negligence of the Company or those for whom the Company is responsible.
11. If in the Company's opinion such be necessary for the safety of the vessel or for the safety of other users of the harbour or premises or for their vessels or for the safety of the Company's harbour, premises, plant or equipment, the Company shall have the right to moor, rebirth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such mooring, reberthing, 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 therefor shall be paid by the Owner.
12. Unless he has the Company'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. Subject to any special condition of the Company to the contrary, if the Owner notifies the Company in writing that the vessel will be away from the harbour and premises for 28 days or more and the Company is able to re-licence, on a continuous basis for a period or periods of not less than 28 days each, the berth normally occupied by the Owner's vessel, the Company shall not be required to pay the owner any licence income so received for each such period.
13. Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed the necessary wraps and fenders shall be provided by the Owner.
14. Nothing in the licence shall entitle the Owner to the exclusive use of a particular berth. If a mooring is left without informing the Company's Mooring Officer, the Company reserves the right to allocate the mooring space at their discretion.
15. Berths (Including those occupied by vessels on the Company's harbour or premises or facilities for servicing, overhauling or repair) shall be licensed for the periods from the time to time published by the Company at its harbour or premises and charges therefor will be calculated by reference to the Company's published list of charges ruling at the commencement of the licence.
16. All persons using any part of the Company's harbour premises or facilities for whatever purpose whether by invitation or otherwise do so at their own risk unless injury or damage to person or property sustained within the Company's harbour premises or facilities was caused by or resulted from the Company's negligence or deliberate act or that of those for whom the Company is responsible.
17. No vessel, when entering or leaving or manoeuvring in the harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the harbour. Vessels are at all times subject to the speed restrictions and bylaws of Harbour, Navigation or other authorities.
18. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the harbour or premises so as to cause any nuisance or annoyance to the Company, to any other users of the harbour or premises or to any person residing in the vicinity and the Owner undertakes for himself, his guest and all using the vessel that shall not behave in such a way as to offend as aforesaid. Generators & Engines should not be run after 8.00pm unless entering or leaving the harbour.
19. No refuse shall be thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in the receptacles provided by the Company or by the removal from the Company's harbour and premises. Any refuse found to be left by the Owner will be removed and the Owner shall be charged according to the Company's guidelines.
20. Dinghies, tenders and rafts shall be stowed aboard the vessel unless a berth is separately provided by the Company.
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 pontoons, jetties or car parks. Any such items will be removed at the company's
23. 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 at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the vessel fit for immediate use in case of fire. Owners shall not refuel vessels in the harbour otherwise than in the Company's refuelling berth.

24. The Company reserves the right to introduce regulations which relate solely to the administration of the Company's harbour and premises and which are not inconsistent with these Conditions, and to amend such regulations from time to time. Such regulations and any amendments to them shall become effective on being displayed on the Company's public notice board or other prominent place at the Company's premises, and the Company shall have the same rights against the Owner for a breach of the regulations as for a breach of these conditions.

25. (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 harbour 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, mooring or storage ashore accommodation in accordance with the licence entered into between the Company and the Owner.

(b) In this Clause force majeure means any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of the Company including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) weather conditions, riots, civil commotion, aircraft, fire, breakdown or war.

(c) In the event of such termination as aforesaid the Company shall refund to the Owner the unexpired portion of the licence fee (Disregarding any discount given).

26. (a) No private sales, transfers or gifts of boats, crafts or other items can take place while the owner is under mooring contract with the company, without the full knowledge and agreement of the company. Any boat sold, transferred or gifted on the moorings by the owner while under the conditions of this licence is required to pay 5% plus VAT of the final sale value or the current market value, whichever is the higher. (The current market value to be determined and agreed between the owner and the company). In the event that the owner wishes to sell, or gift their craft to another person they must provide notice as detailed in section 26 (b). In the event that the company finds the owner to have sold, transferred or gifted another boat, craft or item privately while under contract the company shall value said boat, craft or item on current market values and invoice the owner commission based on the current brokerage rate. (b) In the event that the owner wishes to remove their vessel from the Company's site and terminate their contract, they must provide 28 days notice in writing and have cleared all debts to the company. All moorings paid in advance are non-refundable. Failure to provide 28 days written notice will incur a charge, set by the company at their discretion.

27. Moorings fees are paid in advance to the Company by the date specified in the Company's guidelines. Currently this is the 15th of the first month that the quarter begins for Owners paying quarterly.

28. Owners paying monthly must do so by Standing Order, which can be arranged in the Company's Office.

29. The Owner must have appropriate and suitable safety equipment on their vessel. This includes lifejackets, Life rings and first aid kits. Owners are responsible for the safety of their crew and themselves when operating their vessel. The Owner shall take all the necessary precautions against the out break of fire in or upon his vessel. We recommend that The Owner shall provide and maintain at least one fire extinguisher of a an approved BSI standard type and size in or on the vessel, for immediate use in case of a fire.

We also advise all owners to install a smoke alarm to reduce the risk of fire
Store a minimum of fuel and combustible materials on board

In the event of a fire

1. Raise the alarm and Call the emergency services, dial 999 (when chandlery closed nearest phone outside chandlery)
2. Stay calm and clear the area of any people who may be in danger and in particular, those who are down wind of the fire. Leave the area in an orderly manner (do not run).
3. Inform the Marina Office on +44 (0)1159223168/ 07884492590 (out of hours)
- 4 Tackle the fire only if it is safe to do so.

Fire Action - pontoons, on discovering a fire:

1. Make your way to a safe distance
2. Raise the alarm and Call the emergency services, dial 999 (when chandlery closed nearest phone outside chandlery)
3. Contact the Chandlery

30. All Owners must provide a copy of their Insurance certificate and Boat Safety Scheme Certificate to the Company. All Owners must keep these records up date and notify the Company of any changes.

31. The Owner must ensure that their vessel is licensed with British Waterways at all time while in the Company's harbour or on the navigation. This does not apply to vessels in hard standing or dry storage premises.

32. Failure to pay your to keep your craft licensed with British Waterways will result in your craft being Sectioned. British Waterways will then seize your craft and destroy it. Failure to keep a craft licensed is a breach of section 31 of this contract. In the event that The Owner's craft is sectioned then The Company reserves the to remove the craft from the moorings and place it in hard standing. This is to prevent your craft from being destroyed.

33. The Company reserves the right to remove any Owner or vessel that is causing nuisance, annoyance, harassment, vandalism, harmful, threatening and abusive behaviour towards the Company, its employees and other Owners or Customers while on its harbour or premises. In the event that the Owner behaves in such a manner as to breach the conditions the Company reserves the right to forego the notice period of 28 days.

34. Owners are permitted to have pets but they must be kept under control at all times Owners should discourage pets from fouling the harbour or premises and take care to clean up after. Owners are responsible for the actions of their pets. The Owner of any pet found to causing a nuisance to the Company its employees or its customers will be considered to be in breach of these conditions.

35. The Company provides moorings to Owners who require the use of the Company's harbour premises and facilities please ensure that you support the Company, as it cannot survive without your support and custom.