

MOORING LICENCE: GENERAL TERMS AND CONDITIONS OF MOORING AND STORAGE ASHORE

General

These Terms and Conditions cover the moorings at **Evesham Marina, Kings Road, Evesham, Worcestershire. WR11 3XZ**. The Marina is owned and operated by Waking Engineering Company Limited whose registered office is:
**66 Station Road
Upminster
Essex
RM14 2TD**

1. Definitions

The Company

In these conditions and the booking agreement "The Company" shall be Waking Engineering Company Limited trading as Evesham Marina.

The Moorer

"The Moorer" shall be the person or persons named on the Mooring Application Form. In the event of more than one moorer they shall be individually responsible and liable under this agreement.

The Conditions

"The Conditions" means the conditions set out herein.

The Works

"The Works" shall mean the supply of services and goods as specified.

The Boat

"The Boat" shall be the boat or boats as specified.

2. Fees & Payment

2.1 Mooring Fees

Moorings fees are to be paid quarterly in advance without fail and no credit will be given. Overdue accounts will be surcharged at 5% per month or part thereof. The mooring Quarterly periods are as follows:

1st January – 31st March (Payable by 30th December preceding).

1st April – 30th June (Payable by 30th March preceding).

1st July – 30th September (Payable by 29th June preceding).

1st October – 31st December (Payable by 29th September preceding).

Any new mooring taken between these dates will be charged on a pro rata basis for the remaining part of the quarter in which they joined prior to taking up the new mooring.

All payments are to be made to the Marina reception only. All cheques are to be made to **Evesham Marina** and where possible we prefer to receive mooring fees by Direct Debit or Standing Order; details available at the Marina Reception. Mooring fees may be increased at any time by Evesham Marina in line with the quarterly periods as defined in section 2.1. Due notice will be given.

2.2 Mooring Term

Except where short term mooring is agreed, this agreement will continue indefinitely subject to one month's notice of termination before the renewal date, in writing, on either side. If such notice should fall between the quarterly periods as stated in section 2.1, no refund will be given for any unused mooring period.

Upon expiry of the mooring agreement the boat shall be removed from the marina forthwith.

2.3 Electric Fees

230v electric supply is available at Evesham Marina and is supplied through a shoreline meter.

There is a deposit of **£75.00** (seventy five pounds) charged for the meter. This is a fully refundable deposit that will be paid on return of the meter to us in a fully working order, or on the moorers departure from the marina at the end of your mooring agreement.

The electric units used by the moorer will be charged for on a monthly basis and all invoices raised will be payable within seven (7) days from the date of the invoice. Any overdue invoice will be charged a surcharge of 5% per month or part thereof and also have their supply disconnected until their account is settled.

Further terms and conditions apply. Please refer to section 11 of these terms and conditions.

2.4 Service Charge

A service charge is payable to cover the cost of rubbish disposal, fresh water supply and use and general upkeep of the mooring area. This will be charged as an addition to the mooring fees and will be payable on the same dates as listed in section 2.1.

A list of all current charges and fees is available at reception on request.

3. Valid Licence & Insurance

3.1 It is a strict condition of these mooring conditions that all boats must have a valid Avon Navigation Trust licence, a valid Boat Safety Certificate or Declaration of Conformity and appropriate third party liability insurance to £2,000,000.00 and must also cover salvage of the vessel.

3.2 Boat licences must be displayed at all times. Evesham Marina is subject to regular welcomed inspections by enforcement officers of the Avon Navigation Trust. The company reserve the right to terminate the mooring forthwith of any boat or moorer that fails to comply with these requirements. The company require a copy of the boats documents to be held on file during the period of mooring. **It is the moorers responsibility to ensure that the company are in possession of a copy of the latest relevant documents as and when they are updated.**

4. General Mooring Conditions

4.1 Permission to moor from the company does not give the any right to the moorer to a particular mooring. The company reserve the right to move a particular boat from a mooring at any time in order to carry out its business, or if the vessel is causing a nuisance to another moorer as judged by the company.

4.2 All Moorers shall ensure that all authorised users of the boat do not cause annoyance or nuisance to other neighbours or river users. It is the responsibility of all boat owners to ensure that their activities do not cause any noise, dust or nuisance to other users of the area's amenities.

4.3 The running of engines on the moorings is prohibited at night between **6.00 p.m.** and **8.00a.m.** **Monday to Saturday** and after **1.00 p.m. on Sunday**, unless you are leaving or returning to your mooring. At all times moorers shall show consideration to other moorers.

4.4 All mooring agreements are between the company and the moorer and as such cannot be transferred to another boat owner or transferred with the change of ownership of a vessel. In the instance of a transfer of ownership, a new mooring application will need to be completed and is subject to approval by the company.

5. Cleanliness

5.1 All boats must be kept in a clean and tidy condition. No boat will be accepted, which in our opinion, is in a state of disrepair or kept in an untidy condition, and any boat falling into disrepair will be asked to leave.

5.2 No belongings or refuge of any description are to be left on the pontoons or marina walkways or driveways. Domestic rubbish must be deposited only in the blue GRUNDON waste bin in the car park area. NON Domestic rubbish MUST be disposed of in the walk-in skip situated in the workshop compound at the far end of the marina.

6. Pet Owners

6.1 All pet owners shall be responsible for their animals at all times. All dogs must be kept on a lead within the confines of the marina. Cats are allowed, however it is the owners responsibility to ensure that they are not being a nuisance to other moorers and are not fouling the marina when they are away from their owners boat. Please do not let any animal foul the marina pontoons, walkways, driveways or grass areas at any time. Please ensure that any mess is removed and disposed of safely for the benefit of other users. Do not dispose of animal waste into the water of the basin or the river, or the hedgerows surrounding the marina.

6.2 Any moorer who is found in breach of this condition will immediately forfeit their mooring agreement and be asked to leave forthwith. An additional cleaning fee of **£100.00** will also apply for any moorer found in violation of this condition.

7. Fishing

7.1 Fishing is allowed in designated areas of the marina and subject to the moorer seeking the relevant permission from the company directors. At all times, those persons fishing must show respect for fellow moorers and moored and moving boats. No equipment in use is to be left unattended at any time.

8. Brokerage Fees

8.1 Any persons offering their craft for sale from the moorings should be aware that a brokerage fee of **6%** will be charged by the marina. **This condition is strictly enforced.**

9. Repairs and Works

9.1 No OUTSIDE CONTRACTORS are to be employed within the Marina boundary for **ANY type of work or repair** and such work is strictly forbidden, unless written permission has been granted by prior arrangement with the company directors. Evesham Marina will be happy to quote for all types of work required. In the case where written permission is granted, a fee will be chargeable for the use of the marinas grounds and facilities. This fee must be paid in full before any work can commence. **This condition is strictly enforced.**

10. Authorised Car Parking

10.1 A moorer is entitled to one free parking space for a car or people carrier sized personal vehicle up to seven seats. Permission will need to be granted by prior arrangement with the company directors for vans or commercial vehicles.

It is the responsibility of the moorer to notify the company of their registration number of their vehicle and notify the company of any change of vehicle. Only one car per mooring will be allowed. Additional cars will be charged and must be declared to the company. Guests cars will be allowed at the discretion of the company and at all times should be declared to the company of their owner's whereabouts.

10.2 Vehicles parked within the Marina are parked at their owners' risk and the Company accept no liability for loss or damage howsoever caused.

10.3 Vehicles are to be parked within the parking bays provided and at all times should be parked with consideration for other moorers.

10.4 Any unauthorised vehicle or a vehicle that is found to be parked illegally will be reported and removed from the marina and the cost of the removal will be the responsibility of the vehicles owner.

11. Electricity & Water

11.1 When using mains electricity the moorer must have a Residual Current Device (RCD) fitted on their boat. This must always be available for inspection by the company's representative.

11.2 The Company will not be responsible in any way for the continuation of the water or electric supply or for any damage caused by the lack of same. Any moorer using their boat during the winter months in particular should be aware of the effect of falling temperatures may have on the supply of water and should take appropriate measures to ensure that they have water available. It is not the responsibility of the company to provide the facility in adverse weather conditions.

12. Variation of Fees & Conditions

12.1 The Company reserves the right to amend these rules and mooring fees at any time, and such amendments will be displayed on a notice board in the main reception.

13. Liability

13.1 The Company accepts no responsibility or liability for any loss or damage to boats, vehicles or property by a third party, howsoever caused. The moorers own insurance should cover this aspect. The moorer will be held responsible for any damage they or their boats cause to the Company's property, Avon Navigation property or that of any third parties.

13.2 In the event of sinking, the Moorer will be liable for all salvage costs, in addition to mooring fees whilst the boat remains within our yard, above or below the waterline.