



GREAT HAYWOOD

MARINA

Great Haywood Marina Terms & Conditions - General Conditions

Definitions

“Annual Fees” means, in relation to an Annual Berthing Contract, the amount due for the Owner’s Contract in respect of the Year as set in the Contract Invoice

“Berth” means the water space in the Marina allocated to the owner by Lakeland Leisure Estates Limited (LLE) for mooring of the Vessel during the term of this Contract

“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 LLE 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 LLE.

“Commencement Date” means the first day of the Month the Vessel has been advised as arriving at the Marina and detailed on the Contract Invoice

the “Company” refers to Lakeland Leisure Estates Ltd (LLE), its employees, agents or subsidiary company to whom these General Conditions apply.

“the Deposit” means the fee payable under the Contract to reserve the Berth to be provided by LLE and shall be such sum as shall be stipulated in the details of fees given to the Owner.

“Mooring Contract” means the Mooring agreement between the Owner and LLE relating to the mooring of a 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.

“Invoice” means the contract invoice issued by LLE to the Owner which sets out the fees, and the Contract period relating to the Owner’s use of the Berth at the Marina

“the Marina” shall include the marina, moorings and all other facilities known as Great Haywood Marina, Mill Lane, Great Haywood, Staffordshire, ST18 0RQ, for launching, navigating, mooring, berthing, maintaining, repairing and storage of vessels, and all the land and buildings at such site, including (without limitation) slipway, car parks, amenity buildings, workshop, jetties, waste disposal facilities, refuelling facilities, water and electricity infrastructure, hardstanding and roadways.

“Month” means a calendar month

“Office” means the Marina office on site

“the Owner or You/Your” means the individual who enters into the Contract and is the owner of the Vessel or Vessels using the facilities of the Marina. Where the Owner is more than one person, all obligations of the Owner under these General Conditions shall be joint and several

“Vessel” means the Vessel or Vessels, including but not limited to boats, caravans, trailers and cars, belonging to the Owner using the facilities of the Marina.

“Length Overall (LOA)” means the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent.

2 These Terms

2.1 In these Conditions 'the Company' or 'us' shall mean Lakeland Leisure Estates Ltd, a company registered in England and Wales. The registered office address is The Studio, Station Road, Staveley, Kendal, Cumbria, LA8 9NB. The registered VAT number is 533769519 and the Company registration number is 02500695.

2.2 These General Terms and Conditions apply to the contract between LLE and the Owner to the exclusion of all other terms and conditions (including any terms and conditions which the Owner purports to apply under any purchase order, confirmation of order or other document).

2.3 Payment of an invoice and/or use of a mooring within the Marina is deemed acceptance of these Conditions.

2.4 The Owner can contact the Company by telephoning the Marina office on 01889 883713 or by emailing enquiries@greathaywoodmarina.co.uk or writing to Great Haywood Marina, Mill Lane, Great Haywood, Staffordshire, ST18 0RQ.

2.5 LLE will only use your personal information as set out in the Company Privacy Policy, which can be found at <http://www.lakelandleisuregroup.com/privacy>.

3 The Contract

3.1 The Mooring Contract comprises the Booking Form and these Terms & Conditions.

3.2 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. Mooring fees are payable in full at the commencement of your Mooring Contract. The Mooring Contract will end on the 31st March annually unless an earlier date is specified on the Booking Form.

3.3 The Mooring Contract will be automatically renewed annually on the 1st April unless a termination notice is received by LLE giving 90 days' notice.

4 The Berth

4.1 The Owner may berth a Vessel at the Marina and, subject to clause 26.3, 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.

5 Liability, Indemnity and Insurance Obligations

5.1 LLE shall not be liable in contract, tort or otherwise, for any loss, theft or any damage of whatsoever nature suffered by the Owner or in relation to the 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 LLE.

5.2 Notwithstanding clause 5.1 above LLE shall not be liable for any indirect or consequential loss or damage.

5.3 Any person using any part of the Marina or its facilities for whatever purpose and whether by invitation or otherwise does so entirely at his own risk and the Owner undertakes to bring the contents of this clause to the attention of his family and visitors.

5.4 The Owner shall indemnify the Company from and against all actions, claims, proceedings, expenses and demands made against the Company by third parties in respect of any damage or liability caused by or arising from the wilful act, neglect or default by the Owner or of any person acting for or on behalf of the Owner.

5.5 The Owner shall indemnify the Company for the costs incurred (including the reasonable legal costs of its solicitors) of all actions, claims or proceedings brought against the Owner as a result of any breach of the terms of the Contract.

5.6 The Owner shall maintain third-party insurance in respect of himself and his Vessel, vehicles, crew, agents, contractors and visitors in a sum of not less than £2,000,000 (two million pounds) in respect of each accident or incident, including sufficient cover against full foundering, salvage and removal claims. You must ensure that any Contractor maintains Public Liability 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 (FSA) to carry on in Britain or in Northern Ireland or who has corresponding permission under the law of another member state of the European Community. The Owner shall produce (or in the case of Contractors, the Owner shall procure that the Contractor produces) the policy or policies and evidence of payment of the premiums, to LLE on demand. The Owner agrees not to do anything that could lead to such policy or policies being revoked, invalidated or not renewed in the ordinary course.

5.7 LLE shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless it has been expressly engaged to do so by the Owner on commercial terms. Similarly, LLE shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident for which LLE is not responsible. However, LLE reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so it shall be entitled to charge the Owner concerned on a normal commercial basis (and, where appropriate, to claim a salvage reward).

6 Commercial use and Sale of Vessel

6.1 Except with the previous written consent of LLE, the Owner may not use any part of the Marina or Vessel for any commercial purposes including, but without limitation to, 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. Please note that if LLE does give its written consent for commercial use, such use will be subject to further terms and conditions and to the payment of additional fees, over and above those referred to in these General Conditions.

6.2 For the avoidance of doubt, the occasional use of the Vessel by a friend of the Owner on payment to the Owner of a contribution towards the actual running costs of the Vessel shall not be deemed to be a commercial purpose. Upon request, the Owner shall supply to LLE, full details in writing of all such use of the Vessel by friends in accordance with Clause 6.1 above.

6.3 The Owner must use LLE's brokerage service to effect the sale of the Vessel whilst under Mooring Contract or notice period. No advertising, marketing, exchange or agreement to sell any vessel may be conducted by another broker or the Owner. Any breach of this Condition, 6.3 will incur a brokerage fee payable to LLE. The 90-day notice period applies for the termination of a mooring agreement for brokerage boats. Any vessel on a designated brokerage berth may not be occupied overnight at any time.

7 Notification of Sale

7.1 Within seven days of any sale, transfer or mortgage of any Vessel, the Owner shall notify LLE in writing of the name and address of the purchaser, transferee and/or mortgagee. The Berth is not transferable to the new owner of the Vessel without express permission from LLE and payment of brokerage fee where applicable. The completion of a mooring contract will be required for purchasers/transferees. You may not berth any substitute vessel at the Marina unless this has been agreed in writing by LLE as a variation of this Mooring Contract.

8 Condition of the Vessel and Vehicles

8.1 The Owner shall ensure that the Vessel is fit for its purpose and in a seaworthy condition at all times whilst it is in the Marina.

8.2 All Vessels must be kept clean, tidy and in reasonable repair at all times. Should a 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.

8.3 Vessels berthed at the Marina shall at all times be licensed in accordance with Canal and River Trust Licensing or the Environment Agency for use on the inland waterways system. The Owner shall maintain for the duration of the Contract a RCD (Recreational Craft Directive) certificate or Boat Safety Scheme Certificate for the Vessel which shall evidence that the Vessel has passed a Boat Safety Scheme examination. Applicable Licences such as the Canal and River Trust Licence, Navigational Certificate and registration number shall at all times be prominently displayed on the Vessel. Any exemptions to this must be authorised in writing by LLE Senior Management. If any of the above expire during the term of the Mooring Contract, the Owner must renew them and submit to LLE copies of renewed documentation, failure to comply warrants LLE the right to terminate the Mooring Contract immediately.

8.4 All Vessels berthed at the Marina must have a minimum level of on-board facilities to allow the ability to be self-sufficient and these should include the provisions for potable water storage, black waste collection with toilets connected and wash cubicles and the Company reserve the right to request confirmation from the Owners upon granting/renewal of a mooring Contract.

8.5 In addition to the requirements set out in clause 8.1, the Owner shall ensure that the Vessel remains in an aesthetically pleasing condition. LLE 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.

8.6 All vehicles the Owner, his crew, Contractors and visitors bring to the Marina must have a valid Vehicle Excise Duty licence (vehicle tax), 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 LLE on demand.

9. Work to Vessel

9.1 Minor running repairs or minor maintenance works 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 without LLE's permission.

9.2 Extensive or 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 LLE's prior written consent. Where LLE consents to such work, consent is subject to you complying with LLE requirements in relation to the location where the work is to be carried out and all other provisions of this clause 9. LLE may specify that such work is carried out in a berth or hard standing area away from your usual Berth where it is less likely to cause disturbance to other Marina users and LLE. LLE may charge you for use of such other location and associated costs. This clause 9.2 applies whether the work is carried out by you, your agent or Contractor.

9.3 The Owner must ensure that suitable risk assessments, method statements and a copy of the contractor's third-party liability insurance policy in the sum of £2,000,000 accompanies the request for consent referred to in clause 9.2 above. For the avoidance of doubt, LLE reserves the right to refuse its prior written permission for the work once it has had an opportunity to consider the risk assessments and method statements of the contractor. The Owner must ensure that contractors are qualified to undertake such repairs and they have the appropriate and requisite accreditations.

9.4 If the Owner is using contractors to carry out any work, the Owner must ensure that the contractors register daily with the office upon their arrival before any work commences and sign out at the end of the day. LLE reserves its right to insist that contractors working on the Vessel on behalf of the Owner leave the Marina if either the Owner or the Contractor has failed to comply with this Clause 9. LLE is entitled to levy a charge for allowing any external Contractor to work on your Vessel at or via access through the Marina.

9.5 Whenever work is carried out on your Vessel, all LLE'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. LLE 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.

9.6 LLE also reserves its right to withdraw its consent if any work is carried out in contravention with the relevant Health and Safety legislation, environmental policies and approved codes of practice. Copies of the Marina's policies are available from the Office.

9.7 In carrying out any work the Owner shall not cause any nuisance and agrees to use his best endeavours to ensure that his contractor does not cause any nuisance to LLE and/or to any other users of the Marina and/or to any person residing in the vicinity of the Marina. If LLE receives any complaints regarding the work from any person using the Marina and/or from any person residing in the vicinity of the Marina, LLE reserves the right to either request a review of the method statement of the contractor so as to minimise or remove the nuisance or to withdraw its consent for the work.

9.8 In the event that LLE withdraws its consent for the work for any reason set out in this Clause 9, the Owner shall immediately, (save to the extent that the consent may further be extended in accordance with Clause 9.7), instruct the contractor to leave the Marina forthwith.

9.9 All work on a Vessel of whatever nature may be carried out daily only between 09.00 and 17.00 hours. All work 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 LLE or otherwise) of any work on the Vessel, the Owner 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 LLE decides is required, and shall complete this within a reasonable timescale.

9.10 Prior to changing or modifying a Vessel, the Owner must receive written permission from LLE in order for the Vessel to remain at the Marina. This permission will not be unreasonably withheld.

10 Fees and Charges

10.1 Mooring fees are calculated according to the length of jetty required to accommodate the Length overall (LOA) of the Vessel, including bowsprit or stem fittings. There is a minimum charge by reference to a Berth of 30 feet (9 metres).

10.2 All mooring fees are payable strictly in advance either monthly in advance, quarterly 3 months in advance or annually 12 months in advance. Annual payments must be made within 30 days of invoice, failure to do so will result in fees defaulting to the quarterly rate. Annual rates can only be applied to joining moorers if their arrival date falls within the first 30 days of the Company's financial year which runs from 1st April to 31st March.

10.3 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 an annual review by LLE.

10.4 LLE's mooring fees are available from the Office and published online and are calculated according to the length of Berth required, the period of the mooring contract, frequency of payment and any other applicable charges.

10.5 Details of all additional charges for facilities and services offered at the Marina 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 LLE at any time without notice.

10.6 If the Owner wants the Vessel to occupy more than one berth, the Owner will be charged for the number of berths occupied. Vessels with a beam in excess of 2.12 metres will incur a widebeam rate. LLE 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.

10.7 Payments to LLE may usually be made by credit or debit card (excluding American Express), cash, bank transfer, standing order or direct debit, however LLE 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. Cheques are not accepted by LLE.

10.8 LLE reserves the right to exercise a general lien upon a Vessel and/or property belonging to the Owner whilst at the Marina until such time as any money due to LLE in respect of work carried out or services provided on or in relation to the 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 the Owner by LLE, the Vessel or property may be sold on brokerage and the proceeds of the sale used to satisfy the monies owed by the Owner to LLE. Any remaining monies, less all costs of sale, will be remitted to the owner. LLE reserves the right to remove your boat from the water should monies be owed.

10.9 Payments made by the Owner under these General Terms and Conditions shall be made without deductions. The Owner is required to punctually pay in advance to LLE all sums owing to LLE under these General Conditions. An administration charge in the sum of £20 plus VAT where applicable per letter shall be levied against the Owner in the event that it becomes necessary for LLE or LLE's appointed legal advisors to write to the Owner to seek payment of any overdue payment or to advise of LLE's intention to commence legal proceedings against the Owner. For the avoidance of doubt, the Owner accepts that any administration charge levied against him by LLE in the circumstances set out in this clause represents a genuine pre-estimation of loss on the part of LLE. In addition to the administration charge the Owner will be liable for the payment of interest at the rate of the current Bank of England Base Rate, plus 5% on any sum owing to LLE from the date such sum became due until the date of payment. The Owner will be liable to pay the reasonable fees and expenses of LLE, including legal fees and expenses, in relation to the recovery by LLE of payments due under the Mooring Contract. LLE must be in receipt of full settlement for the previous contract before a new contract will be issued

10.10 LLE will only refund payments made to it in the circumstances specifically provided under these General Conditions and for no other reason whatsoever. If the Owner paid mooring fees

annually up front in advance, any refund due will be calculated at the quarterly rate subject to the 90-day notice period. The Company will not refund monthly or quarterly mooring contracts. Refunds will not be issued for unexpired electricity credit left in service bollards at any time.

10.11 If the Owner believes that they have been invoiced incorrectly, they must contact LLE promptly to inform them. The Owner will not be liable to pay any interest on the disputed amount until the dispute is resolved. Once the dispute is resolved, the Company will charge the Owner interest on correctly invoiced sums from the original due date.

10.12 The Owner may reserve a berth in advance (subject to availability) and shall pay to LLE a Deposit upon agreeing to enter into the Contract. The Deposit is non-refundable and if following the execution of the Contract LLE is unable to satisfy any required conditions and/or if LLE or the Owner decide not to continue with the Contract then and in such event the happening of any such circumstances shall in no way affect LLE's rights to retain and/or require payment of the full amount of the Deposit payable under the Contract.

11 Renewal of Contracts

11.1 Either the Owner or LLE may terminate a contract by giving the other three months' notice in writing.

11.2 Mooring contracts are automatically renewed annually, if the Owner does not want the mooring contract to be renewed automatically, LLE must be notified in writing, at least three months before the end of the Mooring Contract. If LLE does not wish to renew the Mooring Contract, LLE will notify the Owner at least three months before the end of the Mooring Contract. If LLE has not received or given any such notification, the Mooring Contract will be automatically renewed annually from 1st April to 31st March.

11.3 LLE's standard mooring fees at commencement of the Owners renewed mooring contract will apply to the renewed mooring contract. The new mooring contract will comprise these General Conditions (as amended or reissued by LLE on or before the date of commencement of the new mooring contract) and any additional terms agreed in writing between the Owner and LLE. If no new or renewed booking form is completed, the most recent booking form completed by the Owner or on the Owners behalf will apply, as updated in accordance with this clause 11 (fees, dates, terms and conditions etc.).

11.4 LLE 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 the Owners Mooring Contract is terminated or not renewed, the Owner must remove the Vessel, vehicles and any other property from the Marina on or before the last day of the Mooring Contract, although other arrangements may sometimes be possible.

11.5 Without prejudice to any other rights LLE may have in respect of any breaches of the Mooring Contract by the Owner, LLE may terminate the Contract with immediate effect in the following circumstances: (1) if the Owner breaches any term of the Mooring Contract which is capable of remedy but which is not remedied within the time stipulated by LLE in a written notice to the Owner

specifying the breach and requiring its remedy; or (2) if the Owner commits a serious breach of the Mooring Contract which is not capable of remedy or persistently breach any term or terms or in the event of the customer being declared bankrupt.

11.6 Upon termination by the Company pursuant to Clause 11.5 above and where the Owner is on an Annual Contract, LLE shall, at its absolute discretion, refund to the Owner the unexpired portion as a fraction of days to the full Contract Duration of the mooring fees at the quarterly rate subject to a right of set-off in respect of any monies owed by the Owner to the Company. On serving a termination notice, the Owner is liable to pay the 90 day Mooring Fees up front immediately on serving the termination notice.

11.7 Upon termination of this Mooring Contract (unless it has been renewed), the Owner must cease using the services and facilities of the Marina (other than services and facilities available to the general public) and must remove the Vessel and any other property belonging to the Owner from the Marina forthwith. If the Owner fails to remove the Vessel from the Marina within 24 hours of termination of the Mooring Contract LLE will be entitled to charge the Owner for mooring the 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 the Vessel is removed from the Marina.

11.8 If the Owner fails to remove the Vessel and property from the Marina within 7 days of termination of the Mooring Contract LLE shall be entitled;

11.8.1 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 and/or property from the Marina and secure it elsewhere and charge the owner for all costs arising out of such removal and storage, including alternative berthing fees and any additional costs incurred by LLE.

11.8.2 To sell the Vessel and/or property if the owner fails to remove the Vessel and/or property from the Marina or the location where it is being stored within 28 days of termination of the Mooring Contract 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 owed to LLE or its agents, with the net sale proceeds being payable to the Owner (in the case of property) or the owner(s) of the Vessel as notified to LLE 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, LLE may dispose of the Vessel or property.

11.9 If the Vessel is removed by the Canal and River Trust or other authorised body then the day the Vessel is removed from the Company's Marina, the Contract is deemed terminated.

11.10 Termination of the Mooring Contract is without prejudice to the rights of the Owner or LLE in connection with any antecedent breach of the Mooring Contract. The provisions of this clause 11 and clause 10 shall survive termination of the Mooring Contract.

12 Berthing, Re-berthing and Movement of Vessels, Equipment and Goods

12.1 LLE will allocate a Berth to the Owner at the start of your Mooring Contract and may from time to time re-allocate a different Berth, either on a temporary basis or for the remaining term of the

Mooring Contract. LLE must give you reasonable notice of any re-allocation of a Berth and the Owner must move the Vessel to the new Berth as soon as reasonably possible. Nothing in this Mooring Contract shall entitle the Owner to the exclusive use of a particular berth.

12.2 When berthing or mooring a Vessel at the Marina, the Owner (or his agents) must do so in such a manner and position as LLE shall direct. Except in the case of an emergency, the Owner may not berth the Vessel in a different berth or location in the Marina from that allocated to the Owner unless such berth or location is approved in advance in writing by LLE.

12.3 LLE reserves the right to moor, re-berth, move, board, enter or carry out emergency work on the Owner's Vessel if, in LLE's reasonable opinion it is necessary to do so for the purposes of attempting to: (1) avoid damage to the Owner's 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 LLE, its premises, plant or equipment.

12.4 LLE may moor, re-berth or move the Owner's Vessel if, in LLE'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 LLE may moor, re-berth or move the Owner's Vessel, and/or move any property belonging to the Owner, if, in LLE's opinion, it is necessary for the good management, safety or security of the Marina.

12.6 Subject to payment by the Owner of LLE's reasonable charges, LLE may moor, re-berth, move or tow any Vessel at the request of the Owner's. LLE will not be liable for any damage to the Vessel arising as a result of the mooring, reberthing, moving or towing save where such damage is caused by any negligence or default on the part of LLE.

12.7 Where LLE complies with an Owner's request or the request of any person ostensibly authorised by the Owner to undertake the activities in clause 12.6, the Owner agrees to indemnify LLE in full from and against all loss, damage or liability (including all legal fees and costs) incurred by LLE as a result of complying with the request.

12.8 Provided this is possible, LLE may require mooring on double jetties to be stern first.

12.9 LLE reserves the right to use a Berth when it is left vacant by the Owner. The Company shall further have the absolute right to temporarily allocate another Vessel to the berth when it shall not be occupied by the Owner. The Company will not be obliged to account to the Owner for any berthing fees received.

12.10 Where possible and practical, the Owner shall notify the Manager prior to his departure from the Marina together with the anticipated time and date of return to assist the Manager in the proper running of the Marina.

12.11 Unless otherwise agreed in writing by LLE, all necessary warps and fenders shall be provided by the Owner, LLE reserves the right to replace warps and re-secure any Vessel in the interests of safety at the Owner's expense without prior notification.

12.12 The Owner expressly undertakes and agrees to ensure that the Vessel is properly and safely attached to the jetties at all times, in particular it is the responsibility of the Owner to check the security of the warps and fenders and replace them when necessary. Spare lines should be left accessible for use during times of inclement weather.

13 Non-Assignability

13.1 This agreement is personal to the Owner and his Vessel. The Owner must not assign any of his rights or obligations under this agreement to any third party or to any vessel not named in the LLE Contract signed by the Owner.

14 Safe Navigation of Vessels in the Marina

14.1 When entering or leaving or manoeuvring in the Marina, the Owner must ensure that the Vessel is not navigated at such speed or in such a manner as to endanger or inconvenience other vessels.

14.2 If any damage is caused by the Owner, his crew or visitors, or his 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 LLE or otherwise, LLE 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 the Owner.

14.3 The Owner shall comply with all reasonable instructions of the Manager in connection with all matters relating to the safe and efficient operation of the Marina

14.4 The Owner must ensure that the Vessel is not navigated in the Marina by anyone incapable of properly navigating it, anyone under the age of 16 or any person who is under the influence of alcohol or drugs or otherwise intoxicated so as to render navigation unsafe.

14.5 Vessels are not permitted to move within the Marina during the hours of darkness except in the case of emergency.

15 Prohibition of Nuisance

15.1 No noisy or objectionable engines, radios or other apparatus or machinery shall be operated in or near the Marina so as to cause a nuisance or annoyance to LLE or any other users of the Marina or to any person residing in the vicinity.

15.2 Engines, generators or other apparatus or machinery, must not be operated in the Marina between the hours of 18.00 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 LLE.

15.3 No anti-social behaviour or abuse, verbal or physical, shall be tolerated towards customers or staff at the Marina. No tampering with, theft of, removal of or damage to any part of the Company's premises, apparatus and/or facilities shall be tolerated. Immediate termination of contract will occur and criminal prosecution may be considered for any breach of this clause.

15.4 Should the Owner commit any act which brings or is likely to bring LLE into disrepute or which damages or is likely to damage its interests, LLE reserves the right to terminate the Mooring Contract immediately.

15.5 Use of illegal substances will not be tolerated and will lead to immediate termination of contract without notice.

16 Disposal of Refuse

16.1 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 LLE or by removal from the Marina by the Owner. None domestic waste must be removed from the Marina by the Owner. This includes but is not limited to batteries, refrigerators, television or computer screens, furnishings, cookers and the like. The Company reserves the right to recharge to the Owner the costs relating to the disposal of such items where Owners can be clearly identified.

16.2 The disposal of toilet waste within the Marina is prohibited. Toilet waste must only be disposed of at the Elsan disposal point or pump out station. Failure to observe this rule entitles LLE to terminate the Mooring Contract forthwith.

16.3 The Company reserves the right to inspect a Vessels bilge, holding tanks and other containers of fuels and oils at any reasonable time and in the presence of the Owner. In an emergency, LLE reserves the right to enter onto a Vessel if it is found to be causing pollution by way of discharge into the Marina from bilges, holding tanks or fuel tanks. The Company will make every effort to contact an Owner in order that he can rectify a problem before an entry onto a boat is effected.

17 Spillages

17.1 The Owner shall immediately inform LLE of any spillage of oil, paint or any other pollutant into the Marina. The Owner should 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.

18 Storage

18.1 No fittings, equipment, supplies, stores or any other property belonging to the Owner may be stored or left at the Marina other than as directed by or agreed with LLE.

18.2 Except whilst transporting items to or from the Vessel, the Owner must not leave or store any items on the area around the Berth or on the jetties, pathways, banks, walkways, car parks or anywhere else on the Marina. No ropes, cables, hoses, wires etc. must be trailed across paths or jetties even for a short period due to a risk of danger to users of the Marina.

18.3 No items such as bicycles, storage boxes, coal or wood are to be stored on the roof of vessels. Wash lines or rotary lines are not permitted. The maximum permitted height of TV aerials above the roof level is 1 metre. 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 Vessels must be properly secured.

19 Vehicles and Parking

19.1 A mooring contract shall entitle the Owner to park one vehicle on the Company's property. The Owner must not park commercial vehicles, vans over a maximum of 5 metres, campervans, caravans, motorhomes, trailers or any other form of motor vehicle on the Company's premises. Where parking permits are supplied, the Owner must ensure that it is displayed at all times. The Owner and all others visiting will provide LLE with details of the vehicle registration and length of any stay over 24 hours.

19.2 Subject to the availability of parking spaces and by written agreement, permission to park a second car may be granted. A charge may be applied.

19.3 Vehicles must be parked in designated parking areas only and in such a position as directed by LLE. Vehicles must not be left at the Marina when the Owner or visitors are absent from the Marina other than when the Vessel is cruising on the canal, without the consent of LLE.

19.4 Care must be taken when driving on the premises and displayed speed limits strictly adhered to. Any vehicle the Owner, his crew, Contractors and visitors bring to the Marina must be fit for purpose. Vehicles must be taxed, have a valid MOT, and valid insurance. Vehicles registered under the statutory off-road notification scheme (SORN) are not allowed on Company premises.

19.5 Vehicles are not permitted to be used in such a manner as to make the provision for overnight accommodation. No tent, caravan (motor or trailer) or other vehicle adapted or designed for sleeping may remain in any part of the Marina without the prior written consent of the Company.

19.6 The Company reserves the right to recover from the Owner its reasonable costs that have been incurred in moving, storing or disposing of any vehicle that is in contravention of condition 19.

19.7 Owner's must ensure that their guests park their motor vehicles in visitor parking areas.

19.8 Owner's must ensure that vehicles are not driven on the Marina by any person who is under the influence of alcohol or drugs or otherwise intoxicated so as to render them unfit to drive. Failure to observe this condition will result in termination of a Mooring Contract.

20 Health and Safety and Fire Precautions

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

20.2 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.

20.3 Vessels may not be refuelled in the Marina except when moored at LLE's refuelling berth. No fuel shall be stored on a vessel or vehicle other than within the fuel tanks. No naked flames are allowed in close proximity of the refuelling berth.

20.4 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. 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.

20.5 Only smokeless fuel shall be burnt while the vessel is moored in the Marina.

20.6 No gas bottles shall be stored on or in a vessel or vehicle other than within the vented locker provided for the purpose of housing such bottles.

20.7 Children invited to the Marina by the Owner 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 be allowed to cause a nuisance to any other user of the Marina.

20.8 Running and cycling on jetties is not permitted. No items may be secured to electricity bollards, including bicycles.

20.9 All boat Owners should be aware that jetties may become slippery during wet, inclement or cold weather. Extreme caution must be taken and it is advised that suitable footwear be worn. The Company shall not be held responsible for any accidents that may occur.

20.10 In the event of an accident at the Marina, no matter how the accident may have been caused and whether or not the accident involved LLE's property and whether or not the accident involves injury to a person or damage to a vessel or property or equipment belonging to LLE or other person, the Owner or other person who shall for the time being have responsibility for the person, vessel or equipment that cause or was involved in the accident is asked to report the accident to LLE as soon as is practicable and in any event no later than 24 hours after the accident took place.

20.11 When connecting to a designated electrical outlet bollard, all vessels electrical equipment, leads and plugs must be safe to use and maintained by the Owner in good working order in accordance with the relevant regulations and standards. The Owner must not alter the berth or facilities in any way. Only electricity cards issued by LLE may be used at the Marina. Any damage caused to the Marina by faulty equipment will be chargeable at full repair cost.

20.12 Refunds will not be issued for unexpired electricity credit left in service bollards at any time.

20.13 The Owner must provide LLE with current address and contact details, including telephone numbers, so that the Owner can be contacted in the case of an emergency.

20.14 No person shall anchor or make fast any Vessel in a manner which is incapable of being easily removed in case of emergency

21 Diving Bathing or Fishing

21.1 Diving, bathing or fishing in the waters of the Marina is not permitted, without written permission of LLE.

21.2 Children under the age of 12 must wear adequate life jackets and be attended by a responsible adult at all times whilst at the Marina.

21.3 Any person on site unable to swim is advised to wear adequate life jackets at all times whilst at the Marina.

22 Washing

22.1 The Owner shall not erect any washing line on the Vessel exterior or within the Marina. Hanging laundry must not be visible to other users of the Marina.

23 Television aerials, satellite dishes and wind generators

23.1 Every effort will 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.

24 Occupation of Vessels

24.1 The Marina is non-residential, and as such, the Owner shall not live permanently on board the Vessel nor shall he encourage or permit anyone else to do so.

24.2 Vessels using the moorings must not be used as a permanent place of residence nor may they be used as a place of residence for more than 120 days in any one year.

24.3 The Owner must not occupy overnight the Vessel when it is stored ashore, without written permission of LLE.

24.4 Boats moored on brokerage berths may not be occupied overnight.

24.5 No post will be received for moorers.

25 Keys

25.1 Up to 2 security access keys per Vessel are available to the Owner from the Office for long-term use to access the Marina and its facilities. A deposit is required for each key and LLE 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 the Owner must ask at the Office (bringing the key where necessary).

25.4 The Owner may not allow any person other than 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.

26 The Marina, its facilities and services

26.1 Included within the mooring fees is a service charge for the provision and maintenance of the service infrastructure to Berths and as such is payable whether the Owner wishes to make use of the electricity and water supply or not. Electricity is supplied at an extra charge via a prepayment meter. The maximum available load is 16amps.

26.2 LLE 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 LLE's control, but agrees to use its reasonable endeavours to ensure that the affected services and/or facilities are repaired as soon as reasonably possible.

26.3 Services and facilities at the Marina, other than the provision of a Berth for the Owners Vessel, are provided for the comfort and convenience of customers. Whilst LLE intends to continue to provide services and facilities to the level currently available at the Marina, LLE may withdraw, close or levy an additional charge for any such services or facilities at any time, and is under no contractual obligation to provide them. LLE 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.

26.4 LLE reserves the right to turn off the water supply to berths subject to weather conditions

26.5 The Owner must take all reasonable care, and must ensure that his 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.

26.6 LLE offers a syndicate mooring scheme (the Scheme). This provides complimentary use of Great Haywood Marina, Roydon Marina Village and Saul Junction Marina to annual moorers of Tattenhall Marina. The Scheme is subject to availability and advanced booking is required. The Scheme carries no monetary value should there be no availability, cancellation or if the Scheme is no longer in operation and LLE has no liability to the Owner in respect of the same.

27 Animals

27.1 The Owner may not keep any animals on board the Vessel whilst it is in the Marina, other than domesticated animals that have been notified to LLE as being present on the board and approved as suitable to be in the Marina by LLE. LLE may refuse consent, either by written notice or by general notice displayed at the office, to allow a particular animal or type of animal to be kept on a Vessel or brought to the Marina. Such decision will be final.

27.2 The animals approved by LLE as suitable to be in the Marina must at all times remain on a short lead and under the proper control of the Owner whilst they are at the Marina and must never be allowed to cause a nuisance to any other users of the Marina. LLE reserves the right to ask the

Owner to remove any offending animals from the Marina, forthwith if these Rules are consistently breached by the Owner.

27.3 Any waste caused by animals in the Marina must be cleared up by the responsible person and disposed of in an appropriate manner. Animal waste should never be discharged into the Marina water at any time. The Company reserves the right to charge any reasonable costs incurred by it in cleaning up after the animals that generate waste and which are not cleared up by that Owner.

27.4 Animals are not permitted to enter any Marina buildings, in particular the Marina's Facility Buildings, Chandlerys and shops, Offices and Cafes/restaurants on health and hygiene grounds, the exception being registered assistance animals, unless with the prior permission of the marina.

28 Additional Regulations, Rules and British Waterways Byelaws

28.1 LLE reserves the right to amend these General Conditions and/or to introduce other site-specific rules and regulations which are necessary for the effective running of the Marina and on health and safety grounds. Such amendments and rules shall become effective on being displayed at the Office, notice board or other prominent place.

28.2 Any such rules and regulations introduced pursuant to this clause 28 shall be deemed to form part of these General Conditions and the Owners Mooring Contract from the date they become effective. LLE shall have the same rights against the Owner for a breach of these General Conditions.

28.3 The Owner shall at all times abide by, and shall use his best endeavours to ensure that his crew, contractors and visitors abide by any applicable British Waterways', Canal & River Trust, Environment Agency and any other local authority regulations and bye-laws whether or not such regulations and bye-laws apply directly to the Marina.

28.4 The Owner further undertakes to abide by any reasonable instructions issued by LLE.

29 Marina Entrance

29.1 LLE reserves the right on giving 48 hours' prior notice to the Owner (in which respect the display of a prominent notice in the Office reception shall be deemed to be sufficient notice) to close the entrance between the Marina and the British Waterways Canal for maintenance or repair.

29.2 LLE also reserves the right to close the entrance above referred to without notice when loss of water in the Marina is threatened or anticipated.

30 General

30.1 In these General Conditions, unless the context otherwise requires, words importing any gender and words importing the singular number include the plural and vice versa.

30.2 The headings in these General Conditions are for convenience only and shall not affect its interpretations.

30.3 Unless otherwise agreed in writing, LLE's failure to exercise or delay in exercising any right or remedy provided by these General Conditions does not constitute a waiver of that right or remedy or any other rights or remedies under these General Conditions.

30.4 LLE shall not be liable for any failure or delay in performing any of its obligations under these General Conditions caused by circumstances beyond its control.

30.5 If any part of these General Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the remainder of these General Conditions shall not be affected.

30.6 These General Conditions, the Schedule and any site-specific rules and regulations introduced by LLE in accordance with clause 28 above constitute the entire agreement and understanding between LLE and the Owner with respect to all matters referred to within it and shall supersede any previous agreement(s) between the parties in relation to the matters referred to in these General Conditions.

30.7 No person other than a contracting party may enforce any provision of these General Conditions by virtue of the Contracts (Right of Third Parties) Act 1999.

30.8 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.

30.9 These General Conditions shall be governed and construed in accordance with the laws of England.

31 Force Majeure

31.1 LLE shall not be liable for any failure to meet its obligations under these Conditions if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of LLE including, but not limited to, acts of God, governmental actions, war or national emergency, acts of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), failure of a utility service or transport network, or restraints or delays affecting carriers or the inability or delay in obtaining supplies or adequate or suitable materials, or other similar event (a 'Force Majeure Event').

31.2 In the event of a Force Majeure Event hindering or delaying the performance of a party's obligations for a continuous period of three months or more, either party shall be entitled to terminate these Conditions by giving not less than 30 days' written notice to the other party.