

Yarwell Mill Caravan & Camping Park

MOORING 2010 /2011 TERMS AND CONDITIONS

MOORING FEES

The fee payable is published on our price list. Prices are quoted for 12 month permits. Short term periods are charged at the rate of one tenth of the annual fee for each month or part month.

DEFINITIONS

'**Boat**' means the **Boat** or vessel named in this agreement or one that is substituted for it with **our** prior written consent (which will be subject to the suitability of the **Mooring** and payment of an additional **Mooring** fee, where applicable). '**Yarwell Mill, YM, we, us, our**', means Yarwell Mill Caravan & Camping Park, its successors and assigns and any of its employees or other persons authorised by Yarwell Mill to act for it.

'**Length, LOA**' means the length overall of the **Boat**, including fenders, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extension fore and/or aft of the **Boat**.

'**Mooring**' means the water space at the **Mooring Site** temporarily allocated to **you** from time to time by **us** for the **Mooring** of the **Boat** during the period of this agreement.

'**Mooring Site**' includes the **Mooring** and land and water adjacent to the **Mooring** that is in **our** ownership or control.

'**Owner, you, your, yours**' mean the person(s) or entity named as Owner in this agreement and includes an employee of the Owner or a person in charge of the **Boat** with the Owner's permission '**Site Rules**' has the meaning given in condition 7.

'**Tender**' means one unpowered **Boat** or a **Boat** powered by a small outboard engine that is less than 3 metres **LOA** which is carried on or towed by the **Boat** and used only for going to and from the **Boat**.

1. This Agreement allows you to moor the **Boat** at the **Mooring Site**. It does not give you the right to a particular **Mooring** or berth. Where a berth or particular **Mooring** is specified, **you** nevertheless agree **we** may ask you to move the **Boat** or give us authority to move it a reasonable distance to ensure best use of the water space available at the **Mooring Site**.

2. **You** must pay the Mooring fee due under this Agreement. If **you** use the **Mooring** or display the Mooring permits before having paid the fee **you** nevertheless agree to comply with the terms of this Agreement.

3. The **Mooring** agreement is personal to **you** and **you** may not assign it to any person. The purchases or sale of any boat and mooring must be conducted through the park office. A commission of 10% of the sale price is payable on any transaction. We reserve the right to refuse sale of the mooring to your purchasers.

4. At the end of this Agreement, **you** must let **us** have the **Mooring** back in a clean and tidy condition.

5. **You** may keep a tender on the water at the **Mooring** provided **we** agree in writing and **you** pay an additional charge of £50. The Tender must be marked "Tender to [name and index number of the **Boat**].

6. The **Boat** must be properly licensed for the duration of this Agreement. Current **Mooring** and licence permits must be displayed where they can be easily seen from either side of the **Boat** at all times.

7. **We** may introduce rules ["Site Rules"] relating to the use and management of the **Mooring** or **Mooring Site** which are not inconsistent with this Agreement and compliment the use of the park by all. We will consult customers before the introduction of a new set of Site Rules or major alterations to existing Site Rules.

We reserve the right to amend such rules from time to time provided **we** give **you** reasonable prior notice of the proposed changes. The Site Rules and any amendments to them shall become effective when they are displayed on a notice board or other prominent place at the **Mooring Site** or once a copy of them has been given to **you**.

8. **You** must not undertake any business trade or profession from your mooring, this includes the sale of any item from your mooring.

9. **We** may go onto the **Mooring** at all reasonable times to inspect it for defects. **We** also may go onto the **Mooring** to do works and repairs. **We** will give **you** at least 14 days, and where practicable 28 days notice in writing of **our** intention to do the works and tell **you** what works **we** plan to do. If there is any emergency **we** may do the Works without giving **you** notice. In that case, **we** will tell **you** as soon as practical what the emergency was and what works **we** have done.

10. **We** can move the **Boat** if **we** need to do any work on or near the **Mooring**. **We** will give **you** at least 14 days, and where practicable 28 days notice in writing unless there is an emergency or the movement is of a minor nature. If **we** do need to move the **Boat** **we** will provide **you** with an alternative **Mooring**. When **we** move the **Boat** to do work **we** will put the **Boat** back on to the **Mooring** as soon as possible after the work is finished.

11. **We** will give **you** at least 14 days, and where practicable 28 days notice in writing of **our** intention to carry out any building or development work in, around or adjacent to the **Mooring** or **Mooring Site**.

12. **You** are responsible for paying all gas, electricity and other services used by **you** at the **Mooring Site**. **Water** is provided via the EA water point located Above the Lock and must not be collected from park standpipes intended for touring use. Those with Electric meters will be invoiced separately for this facility.

13. **Occupancy** All moorings are non-liveable and we require your permanent residential address to be kept on file at the park. The park is open 1st March to 5th January in any year. Outside of these times you may access the mooring.

14. Sub – Letting is not permitted.

15. Grounds all grounds are communal and in order to allow grounds maintenance all items belonging to you must be placed within their boat, landing stage or permitted storage areas. Items left around the park may be disposed of without notice.

16. **You** must not keep, hang or place anything on any parts of the **Mooring Site** unless **we** have previously agreed to it, this includes storage boxes and any other additions which are not permitted. **You** must not display on the **Boat** or the **Mooring Site** any sign or notice of a commercial nature.

17. **You** must not damage, alter add to or deface the **Mooring Site** in any way. **We** may make a charge to cover the cost of making good.

18. **You** must not keep animals other than domestic pets at the **Mooring**. They must remain under proper control whilst at the **Mooring Site** and not cause nuisance to **your** neighbours. **You** must clear up their mess.

19. **You** or **your** visitors must not obstruct any emergency access roads, service roads or service areas at the **Mooring Site**. **You** must ensure that **you** and **your** visitors park their motor vehicles considerately (and only in the spaces allocated for them, where provided). Any vehicles using the **Mooring Site** must be roadworthy, taxed and insured.

20. **You** must keep the outside of the **Boat** in reasonable repair and the area around the **Boat** clean and tidy.

HEALTH SAFETY & THE ENVIRONMENT

21. **You** should let **us** know if **you** notice any defects in the **Mooring**.

22. Any works undertaken on the **Boat** whilst at the **Mooring Site** must be carried out in a safe manner and with due regard to protecting the environment and **your** obligations under Condition 24.

23. Any accidents or other incidents involving injury or damage to property at the **Mooring Site** must be reported to **us**. **You** must report any damage for which **you** are responsible under Condition 24.

24. **You** must not do (or carelessly fail to do) anything at the **Mooring Site** which will cause damage or nuisance to any other person or their property. **You** accept responsibility for any such damage or nuisance caused by **you**, other occupants of the **Boat** or **your** visitors. **You** will not be responsible for events that are outside **your** control.

25. **Boat Occupants** should be protected and personal safety is paramount. Each owner should keep and maintain fire extinguisher(s) onboard and also fit smoke detectors, which must be regularly maintained. It is recommended that appropriate checks on gas flues and ventilation are made as well as regularly checking electrical systems.

26. **You** must make sure the **Boat** is moored safely and that it is properly attached to the bollards, moorings rings, mooring pins or stakes. **We** may go onto the **Boat** and move it at **our** discretion for reasons of safety or the protection of the environment.

27. **You** must not light fires including barbecues on the **Mooring** or **Mooring Site** unless allowed under the Site Rules or **you** have first obtained permission from the office.

OUR RESPONSIBILITIES

28. **We** will exercise reasonable care in carrying out our functions under this Agreement (including when boarding or moving the **Boat** or its **Tender**) and will make good damage caused by our negligence.

29. **We** will keep the services and facilities that **we** provide under this Agreement clean and repaired. **We** will replace any equipment that has become unusable and is beyond economic repair. **We** will not be liable if the services and facilities fail temporarily and **we** replace or repair them within a reasonable time.

30. **We** shall not be liable for any other loss or damage caused by any events or circumstances beyond our reasonable control (such as extreme weather conditions, unforeseeable failure of historic structures or the actions of third parties not employed by **us**). This includes loss or damage to boats, gear, equipment or other goods left with **us** for repair or storage. **You** may wish to take out **your** own insurance to cover such risks.

31. **We** will comply with the price control regulations for Landlords set out by the gas, water, electricity and telecommunications regulatory bodies.

TERMINATION

32. This Agreement terminates at the end of the period specified.

33. **You** may terminate this Agreement before then by giving one month's written notice of termination to **our** local office specified in this Agreement.

34. **No** refunds of Mooring fees will be made.

35. **We** may terminate this Agreement before the end of the period specified:-

- If **you** fail to pay any money owing to **us** under this Agreement or in connection with the licensing or use of the **Boat**; and / or
- If **you** breach any of the terms of this Agreement and either the breach cannot, in **our** opinion, be put right or **you** fail to put things right having been asked by **us** to do so.

36. Before **we** terminate this Agreement under Condition No. 32 **we** will write to **you** and explain how **we** think **you** have broken the terms of this Agreement; and

36.1 Where we think **you** can put things right **we** will tell **you** how **we** think **you** can do so and how long **you** have to comply. This time will depend upon the circumstances but will be reasonable and will be at least 14 days where work is required to be done to the **Boat**. **We** may extend the time if **you** write to the Manager and explain why **you** need the extra time. If **you** do not put things right within the time **we** have given **you**, this Mooring Agreement will end and **you** must remove the **Boat** from the **Mooring** immediately.

36.2 Where **we** are of the opinion that **you** cannot put things right, we will explain why and **you** must remove the **Boat** from the **Mooring Site** within 14 days and this Agreement will terminate at the end of that 14 days whether or not the Boat has been removed.

37. If **you** fail to remove the **Boat** from the **Mooring Site** on termination of this Agreement we shall be entitled to:-

- Continue to charge **you** the **Mooring** fee which would have been payable by **you** if the Agreement had not been terminated; or
- Remove the **Boat** from the **Mooring Site** at **your** risk (except for loss or damage caused by **our** negligence during such removal) and keep it elsewhere and charge **you** with all costs arising out of such removal including alternative Mooring fees.