

ABC LEISURE GROUP LTD
Scarfield Wharf, Alvechurch, Worcestershire. B48 7SQ

LICENCE TO MOOR A BOAT AT MARINA

Name of Owner	Boat Name
Address	Boat Make Type.....
.....	O/All Length ft Beam ft BW Reg No.
Postcode Email	Expiry Dates:
Tel: Day Eve	Insurance Copy attached Y/N
	BSC Copy attached Y/N

**STANDARD BERTHING, MOORING AND/OR STORAGE ASHORE LICENCE FOR VESSELS AT A MARINA OR BOATYARD
GENERAL CONDITIONS**

1. DEFINITIONS

1. In these conditions, the Company shall mean the Company and/or its Agent 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 Harbour, Marina, Moorings or any other facility for berthing a boat. 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.

2. THE LICENCE

2.1 Berths at the Harbour or Premises shall be licensed on a rolling twelve month basis from 1st November and at rates of charge from time to time published by the Company at its Premises and in force at the time of commencement of this licence. Details of the charges applicable to the Berth at the beginning of the license will be given to each licensee at the time that the license is granted.

3. LIABILITY, INDEMNITY AND INSURANCE

3.1 The Company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as extreme weather conditions, the actions of third parties not employed by it or any defect in any part of a customer's or third party's Vessel); this extends to loss or damage to Vessels, gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Premises or the Harbour and/or using any facilities or equipment.

3.1.1 The Company shall take all reasonable steps to maintain security at the Premises, and to maintain the facilities at the Premises and in the Harbour in reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on the part of the Company, Vessels, gear, equipment or other goods are left with the Company at the Owner's own risk and Owners should ensure that they have appropriate insurance against all relevant risks.

3.1.2 The Company 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 shall have been expressly engaged to do so by the Owner on commercial terms. Similarly the Company 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 the Company is not responsible. However the Company 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 charging basis. [and, where appropriate, to claim a salvage reward.]

3.1.3 Owners may themselves be liable for any loss or damage caused by them, their crew or their Vessels and they shall maintain adequate insurance including third party liability cover for not less than £2,000,000, and, where appropriate, Employers' Liability cover to at least the statutory minimum. The Owner shall be obliged to produce evidence to the Company of such insurance within 7 days of being requested to do so by the Company.

4. CHANGE OF DETAILS

4.1 The Owner must notify the Company in writing of the details of any change of names of the Vessel or change of address or telephone number of the Owner

5. BERTH ALLOCATION

5.1 The physical layout of every Harbour and Premises and the varying needs and obligations of the Company and its customers requires that the Company retains absolute control of Berth allocation within the Harbour and Premises. Accordingly the Owner shall not be entitled to the exclusive use of any particular Berth but shall use such Berth as is from time to time allocated to him by the Company.

6. USE OF BERTH BY COMPANY WHEN VACANT.

6.1 The Company may have the use of the Berth when it is left vacant by the Owner.

7. PERSONAL NATURE OF THE LICENCE

7.1 This licence is personal to the Owner and relates to the Vessel described in the application for berthing. It may not be transferred or assigned to a new Owner or to a different Vessel, either temporarily or permanently, without the express written consent of the Company.

8. TERMINATION

8.1 The Company shall have the right to terminate this Licence on 13 weeks written notice to the Owner in the event that development or changed layouts at the Harbour or Premises reduce the number of berths available.

8.2 The Company shall have the right (without prejudice to any other rights in respect of breaches of the terms of this Licence by the Owner) to terminate this Licence in the following manner in the event of any breach by the Owner of this Licence;

8.2.1 Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company and/or of the Company's customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time specified by the Company. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property the time specified for remedy may be immediate or extremely short. If the Owner fails to effect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him to remove the Vessel from the Harbour or Premises immediately.

8.2.2 If the Owner fails to remove the Vessel on termination of this licence (whether under this Condition or otherwise), the Company shall be entitled

8.2.2.1 to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination of this licence and the actual date of removal of the Vessel from the Harbour and Premises and/or

8.2.2.2 at the Owner's risk (save in respect of loss or damage caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Harbour and Premises and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative berthing fees.

8.2.3 Any notice of termination under this Licence shall, in the case of the Owner, be served personally on the Owner or sent by registered post or recorded delivery service to the Owner's last known address and in the case of the Company shall be served at its principal place of business or registered office.

9. RIGHTS OF SALE AND OF DETENTION

9.1 Where the Company accepts a Vessel, gear, equipment or other goods for repair, refit, maintenance or storage the Company does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on the Company in circumstances where a customer fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until the Company has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

9.1.1 Goods for repair or other treatment are accepted by the Company on the basis that the customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out.

9.1.2 The Company's obligation as custodian of goods accepted for storage ends on its notice to the customer of termination of that obligation;

9.1.3 The place for delivery and collection of goods shall be at the Company's Premises unless agreed otherwise.

Advice regarding the Act may be obtained from the Citizens Advice Bureau, Law Centre or any firm of Solicitors

9.2 Maritime Law entitles the Company in certain other circumstances to bring action against a Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of a Vessel may also occur through the ordinary enforcement of a judgement debt against the Owner of a Vessel or other property.

9.3 The Company reserves a general right ("a general lien") to detain and hold onto the Owner's Vessel or other property pending payment by the Owner of any sums due to the Company. If the Licence is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination or expiry of this licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Harbour and Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a Bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.

10. TERMINATION BY OWNER

10.1 This Licence may be terminated on 16 weeks' written notice by the Owner to the Company. In this event the Company will be entitled to recalculate the charge for the Berth using the rate or rates that would have been applicable to the actual period of the licence instead of the annual rate. If this recalculation results in a balance payable to the Company then the Owner shall be required to pay that balance before removing the Vessel from the Harbour or Premises. If there is a balance in favour of the Owner the Company shall pay it to the Owner upon the Vessel's departure of the Vessel from the Harbour or Premises.

11. VESSEL MOVEMENTS

11.1 The Company reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Harbour and Premises.

11.2 Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed adequate warps and fenders for the Vessel shall be provided by the Owner

11.3 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.

11.4 Advisory note: Owners, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and bylaws of Harbour and navigation authorities and the requirements and powers of regulatory authorities, including but not limited to British Waterways, the Maritime and Coastguard Agency and The Health and Safety Executive; there are criminal penalties for the breach of such restrictions, requirements and Bylaws.

12. COMMERCIAL USAGE

12.1 No part of the Company's Harbour or Premises or any Vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purpose, except where the Owner has sought and obtained prior written agreement from the Company. Where this licence is granted to a commercial operator whose Vessel is operated for hire or reward in the course of trading, special conditions will apply to this licence, as appended.

13. PARKING

13.1 Subject always to the availability of parking space Owners and their crew may only park vehicles on the Premises in accordance with the directions of the Company.

14. MARINA and HARBOUR REGULATIONS

14.1 The Owner shall at all times observe the Company's local regulations.

14.2 All agreements and contracts for work or facilities are subject to the Company's Terms of Business, a copy of which can be supplied and is displayed on the Company's public notice board or other prominent place at the Company's Premises

14.3 The Company shall supply the Owner with a copy of the Regulations current at the time of application for a Licence. The Company reserves the right to introduce new regulations on grounds of legal requirement or for the safety or security or good management of the Harbour or Premises, and to amend such regulations as from time to time shall be necessary. 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 the terms of this Licence.

15. STORAGE.

15.1 Dinghies, tenders and rafts shall be stowed aboard the Vessel unless the Company allocates a separate berth for them.

16. ACCESS TO PREMISES/WORK ON THE VESSEL

16.1 Subject to Clause 16.2 no work shall be done on the Vessel, gear, equipment or other goods while on the Premises without the Company's prior written consent 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 nuisance, or annoyance to any other customer or person residing in the vicinity, nor interfering with the Company's schedule of work, nor involving access to prohibited areas.

16.2 Prior written consent will not be unreasonably withheld where:

16.2.1 The work is of a type for which the Company would normally employ a specialist sub-contractor; or

16.2.2 The work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates.

16.2.3 Notwithstanding the foregoing, during periods of work by the Company on the vessel, neither the Owner nor his invitees shall have access to the Vessel without the Company's prior consent, which shall not be unreasonably withheld.

17. HEALTH, SAFETY AND THE ENVIRONMENT

17.1 Attention is drawn to the Company's Health, Safety and Environmental policy, as amended from time to time. The Company shall supply the Owner, upon request, with a copy of the Policy current at the time of application for a Licence. Any amendments shall be displayed on the Company's public notice board or other prominent place at the Company's Premises and further copies shall be available on request. The Owner, his regular crew, members of his family and/or any person or company carrying out work on the vessel, with the permission of the Company, must comply with the Company's Health, Safety and Environmental Policy.

17.2 The Owner, his crew, members of his family and any person carrying out work on the vessel is responsible for reporting to the Company all accidents involving injury to any person or damage to any public or private property that occur in the Harbour or on the Premises as soon as possible after they occur.

17.3 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 any other users of the Harbour or Premises or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the Vessel that they shall not behave in such a way as to offend as aforesaid. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.

17.4 No refuse shall be thrown overboard or left on the pontoons, car parks or on any other part of the Premises, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's Harbour and Premises. The Company's further directions regarding waste management shall be posted on the Company's Public Notice Board or other prominent place and copies will be available from the Company on request.

I UNDERSTAND AND ACCEPT THE GENERAL CONDITIONS ABOVE, AND LOCAL MARINA REGULATIONS AS LISTED BELOW

1. Mooring fees are payable in advance, no credit can be given.
2. Mooring fees and regulations will be updated annually.
3. Failed direct debit payments will attract an administration charge of £25.
4. Boats must have and display a valid British Waterways or other relevant Navigation Authority licence.
5. Boats must hold a current Boat Safety Certificate or other equivalent document.
6. Boats must not be used for residential purposes.
7. Water levels are not guaranteed and it is the owners' responsibility to ensure the boat is secured in such a way as to cope with fluctuations in water level.

8. Fishing within the marina is not permitted. Fishing rights may be held by a club, in which case details will be available from the Marina Manager.
9. Boats may not be offered for sale or shown to prospective purchasers within the marina except through the company's brokerage boat sales.
10. Owners shall refuel only at the designated fuelling dock and are to vacate the dock when the fuelling operation is complete.
11. Where fuel is required to be transferred in portable containers, the Company reserves the right to refuse the use of any container deemed unfit for the purpose.
12. Bilges must not be pumped overboard within the confines of the marina or in the proximity of the moorings.

I wish to be charged Monthly / Annually * in advance

Signed on behalf of the Company

Signed

Signed

(Owner(s)) Name

Date

Position Date

* Please delete where appropriate