General Conditions of Mooring
Temporary Mooring

Calcutt Boats

1. Definitions;

"CB" means Calcutt Boats Ltd, its officers and employees.
"Berth" means the space in the Marina on water and/or land from time to time allocated to you by CB for mooring of your Vessel.
"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 CB 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 CB.
"Mooring Contract" means this agreement between you and CB relating to the mooring of your 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.
"the Marina" means the marina, moorings and all other facilities known as Locks and Meadows marinas at Calcutt Boats Ltd, Tomlow Road, Stockton, Southam, Warwickshire CV47 8HX, for launching, navigating, mooring, berthing, maintaining, repairing and storage of vessels, and all the land and buildings at such site, including (without limitation) wet docks, slipway, car parks, amenity buildings, workshops, jetties, waste disposal facilities, refuelling facilities, water and electricity infrastructure, hard standing and roadways.
"Office" means the main reception and office of Calcutt Boats Ltd at the Marina.
"You" means the person or persons whose name(s) is/are stated on the Booking Form, and **"your"** shall be construed accordingly.
"Vessel" means the vessel specified on the Booking Form (or any replacement or substituted vessel only if this has been agreed in writing by CB as a variation of this Mooring Contract).

2. The Contract;

2.1. The Mooring Contract comprises the Temporary Mooring Booking Form and these General Conditions.
2.2. The Temporary Mooring Contract will commence on the specified anticipated arrival date on the Booking Form, this will run until the anticipated departure date. Changes to the anticipated arrival or departure date need to be made in writing (email will be fine).
2.3. The Temporary Mooring Contract will run until the anticipated departure date but until the vessel leaves the marina you will be liable for moorings at the prevailing daily rate see clause 10.

3. Your Berth;

3.1. You may berth your Vessel at the Marina and, subject to clause 26.2, 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 Temporary Mooring Contract.

4. Liability, Indemnity and Insurance Obligations;

4.1. CB shall not be liable in contract, tort or otherwise, for any loss, theft or any damage of whatsoever nature suffered by you or in relation to your 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 CB.
4.2. Notwithstanding clause 4.1 above, CB shall not be liable for any indirect or consequential loss or damage.
4.3. You shall maintain third party insurance for yourself, your crew, agents and visitors in respect of your Vessel. Such insurance shall be for a sum of not less than
4.4. £2,000,000 in respect of any accident or incident in relation to your Vessel and shall include sufficient cover against full foundering, salvage and wreck removal claims. You must ensure that any Contractor maintains corresponding insurance for a sum of not less than £2,000,000. All such insurance(s) shall be affected and maintained by reputable insurance companies authorised under the Financial Services Authority (or its successor) or under the laws of another member state of the European Union. You shall produce (or in the case of your contractors, you shall procure that the Contractor produces) the policy or policies and evidence of payment of the premiums, to CB on demand. You agree not to do anything that could lead to such policy or policies being revoked, invalidated or not renewed in the ordinary course.
4.5. CB shall not be under any duty to salvage or preserve your Vessel or other property from the consequences of any event for which CB is not responsible. However, CB may salvage or preserve your Vessel or other such property when it reasonably considers necessary. Where it does so it shall be entitled to charge you on a normal commercial basis and where appropriate, to claim a salvage reward.

5. Commercial Use and Sale of Vessel;

5.1. Except with the prior written consent of CB, you may not use any part of the Marina or your Vessel for any commercial purposes including, without limitation, 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. If CB gives its written consent for commercial use, such use will be subject to such further terms and conditions as CB may specify and to the payment of additional fees.
5.2. Occasional use of your Vessel by your friends on payment to you of a contribution towards the running costs of the Vessel is not be deemed to be a commercial purpose, however, upon request, you shall supply to CB full details in writing of all such use of your Vessel by friends.
5.3. You shall not place on or in your Vessel or anywhere else in the Marina, any advertising of a vessel for sale. Whilst it is moored at the Marina, you may not place your vessel for sale with a brokerage other than the brokerage operated from the CB Office.

6. Notification of Sale;

6.1. Within seven days of any sale, transfer or mortgage of your Vessel, you must notify CB in writing of the name and address of the purchaser, transferee and/or mortgagee in writing. The Berth is not transferable to the new owner of your Vessel without express permission from CB and the completion of a mooring contract with them. You may not berth any substitute vessel at the Marina unless this has been agreed in writing by CB as a variation of this Mooring Contract.

7. Condition of the Vessel and Vehicles;

7.1. You shall ensure that your Vessel and any vehicle you, your crew, Contractors or visitors bring to the Marina is fit for its purpose at all times whilst it is in the Marina.
7.2. Your Vessel must be kept clean and in reasonable repair at all times. Should your 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, for a maximum period of 4 weeks.
7.3. Your Vessel must be in possession of a valid Boat Safety Certificate and Canal and River Trust' Craft License with the latter prominently displayed on the Vessel at all times. You must ensure that all vehicles you, your crew, Contractors and visitors bring to the Marina have a valid Vehicle Excise Duty license, 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 Statutory Off-Road Notification 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 CB on demand.
7.4. In addition to the requirements set out in clause 7.1, you shall ensure that your Vessel remains in an aesthetically pleasing condition whilst it is at the Marina. CB 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. Work to Vessel;

8.1. Minor running repairs and minor maintenance to your Vessel of a routine nature (including, but not limited to hand 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.
8.2. Extensive/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 CB's prior written consent. Where CB consents to such work, consent is subject to you complying CB requirements in relation to the location where the work is to be carried out and all other provisions of this clause 8. CB will require that such work is carried out in a berth or hard standing area specified by CB, away from your usual Berth and/or in a location in the Marina less likely to cause disturbance to other Marina users and CB. CB may charge you for use of such other location and associated costs. This clause 8.2 applies whether the work is carried out by you, your agent or Contractor.
8.3. Whenever work is carried out on your Vessel, all CB'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. CB 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.
8.4. All work on your Vessel in the Marina must be carried out in strict accordance with the Marina's health and safety and general management policies which are available from the Office and all relevant health and safety legislation and codes of practice. Where work is not carried out in accordance with this legislation and these policies and codes of practice, CB may require that such work cease forthwith.
8.5. When work is carried out on your Vessel, whether by you, your agent or a Contractor, you must use your best endeavours to ensure that as little disturbance and inconvenience as possible is caused to CB, to other users of the Marina and to persons residing in the vicinity. If CB receives any complaint regarding the work from any person using the Marina or residing in the vicinity of the Marina or if CB otherwise considers it necessary, CB may require a review of the methods used so as to minimise any disturbance or inconvenience and/or require that the work is carried out in a different berth or hard standing area within the Marina (for which CB is entitled to levy a charge) or require that the work cease forthwith.
8.6. Any Contractor undertaking work to your Vessel must leave the Marina forthwith upon completion or cessation of the work.
8.7. All work on your Vessel of whatever nature may be carried out daily only between 09.00 and 17.30 hours. All work on your Vessel 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 CB or otherwise) of any work on your Vessel you 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 CB decides is required, and shall complete this within a reasonable timescale.

8.8. You must obtain written permission from CB before you significantly modify your Vessel. This permission will not be unreasonably withheld.

8.9. All contractors must sign in and out at the office. If a contractor fails to sign in then CB reserves the right to ask the contractor to cease work and leave site immediately.

8.10. You may not allow a Contractor to work on your Vessel in or via access through the Marina except with CB's prior written consent. CB is entitled to levy a charge for allowing any external Contractor to work on your Vessel at or via access through the Marina. Before a Contractor may work on your Vessel in the Marina, you must ensure that a risk assessment and method statement each acceptable to CB and a copy of the Contractor's third-party liability insurance policy is provided to the Office. Such information should accompany the request for consent referred to above. CB reserves the right to withhold or revoke its consent where it considers the risk assessment and/or method statement of the Contractor to be insufficient. You must ensure that any Contractor working on your Vessel registers with the Office upon their arrival at the Marina before any work is started. CB may require a Contractor to leave the Marina if you or such Contractor fails to comply with any part of this Mooring Contract.

9. Fees and Charges;

9.1. Mooring fees are calculated for on a per day rate, a weekly rate, or a monthly rate.

9.2. Mooring fees are payable in full at the commencement of your Temporary Mooring Contract.

9.3. All temporary mooring fees invoiced are inclusive of VAT at the current rate. Fees will only be adjusted during the term of the Mooring Contract to reflect any VAT changes and/or if your Vessel arrives in the Marina earlier than the date specified on the Booking Form. Mooring fees will be due from your arrival date until the start date of your Temporary Mooring Contract.

9.4. CB's standard temporary mooring fees are varied from time to time and are available from the Office and are calculated as stated in 9.1.

9.5. Details of all additional charges for facilities and services offered at the Marina or work undertaken 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 CB at any time without notice.

9.6. Payments to CB may usually be made by bank transfer, debit or credit card (excluding American Express); however, CB 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.

9.7. CB reserves the right to exercise a general lien upon your Vessel and/or property belonging to you whilst at the Marina until such time as any money due to CB or its agents from you or in respect of work carried out or services provided on or in relation to your 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 you by CB, your Vessel or property may be sold and the proceeds of the sale used to satisfy the monies owed. The remaining balance, less all cost of sale, will be remitted to you (in the case of your property) or the owner(s) of your Vessel as notified to CB in accordance with this Temporary Mooring Contract.

9.8. Payments made by you under these General Conditions shall be made without deduction or set-off. You are required to pay all sums owing upon such sum falling due. An administration charge of £20 plus VAT (where applicable) per letter may be levied by CB if CB or its advisors write to you in connection with an account which has been overdue for one month or more. You accept that such charge represents a genuine pre-estimation of loss on the part of CB. In addition to the administration charge (if levied) you will be liable for the payment of interest on any sum you owe to CB for more than one month at the rate of the current Royal Bank of Scotland base rate plus 5% from the date such sum became due until the date of payment. You will be liable to pay the reasonable fees and expenses of CB, including legal fees and expenses, in relation the recovery by CB of payments due under the Mooring Contract.

9.9. CB will only refund payments made to it in the circumstances specifically provided under these General Conditions or at its absolute discretion. Subject to clauses 11.1 and 11.2; refunds will not be issued for unexpired electricity credit left in service bollards at any time.

10. Renewal of Contracts;

10.1. Your Temporary Mooring contract expires on the anticipated departure date stated on your temporary mooring booking form. CB have to be notified in Writing (email) if you wish to extend your current temporary mooring past this date. If CB has not received or been given any such notification, you will be liable for mooring fees from this date at the prevailing daily rate until the vessel leaves us.

11. Termination;

11.1. Either you or CB may terminate your Temporary Mooring Contract at any point during the contract period in writing. If you terminate the Mooring Contract before its original termination date any waiver or refund of the unexpired portion of the mooring fees and other charges due or paid in advance to CB is non-refundable. If CB terminates your Temporary Mooring Contract before its original termination date CB will refund any unexpired portion of the mooring fees which has been paid in advance for the period

11.2. Without prejudice to any other rights CB may have in respect of any breaches of the Mooring Contract by you, CB may terminate the Contract with immediate effect in the following circumstances: (1) if you breach any term of the Mooring Contract which is capable of remedy but which is not remedied within the time stipulated by CB in a written notice to you specifying the breach and requiring its remedy; or (2) if you breach any material term of the Mooring Contract which is not capable of remedy or persistently breach any term or terms of the Mooring Contract; in which case CB shall refund to you the unexpired portion of the mooring fees subject to a right of set-off in respect of any monies owed to CB or claimed by CB as damages for breach of the Mooring Contract. Upon termination this Mooring Contract (unless it has been renewed), you must cease using the services and facilities of the Marina (other than services and facilities available to the general public) and must remove your Vessel and any other property belonging to you from the Marina forthwith. If you fail to remove your Vessel from the Marina within 24 hours of termination of the Mooring Contract CB may charge you for mooring your 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 your Vessel is removed from the Marina. If you fail to remove your Vessel and property from the Marina within 7 days of termination of the Mooring Contract CB may remove the Vessel and/or property from the Marina and secure it elsewhere and charge you for all costs arising out of such removal and storage, including alternative berthing fees and any additional costs incurred by CB. If you fail to remove your Vessel and/or property from the Marina or the location where it is being stored within 28 days of termination of the Mooring Contract CB may sell the Vessel and/or property 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 you owe to CB or its agents, with the net sale proceeds being payable to you (in the case of your property) or the owner(s) of your Vessel as notified to CB 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, CB may dispose of the Vessel or property.

11.3. Termination of the Mooring Contract is without prejudice to the rights of you or CB in connection with any antecedent breach or the Mooring Contract. The provisions of this clause 11 and clause 9 shall survive termination of the Mooring Contract.

12. Berthing, re-berthing and movement of Vessels, equipment and goods;

12.1. CB will allocate a Berth either in the marina or in the Temporary Mooring Bay to you at the start of your Temporary Mooring Contract and may from time to time re-allocate to you a different Berth, either on a temporary basis or for the remaining term of your Temporary Mooring Contract. CB will notify you of any re-allocation of your Berth and you must move your Vessel to the new Berth as soon as reasonably possible. Nothing in this Mooring Contract shall entitle you to the exclusive use of a particular berth.

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

12.3. CB reserves the right to moor, re-berth, move, board, enter or carry out emergency work on your Vessel if, in CB's reasonable opinion it is necessary to do so for the purposes of attempting to: (1) avoid damage to your Vessel or to any other vessel in the Marina or to the water space; and/or (2) ensure the safety of users of the Marina; and/or (3) ensure the safety of CB its premises, plant or equipment.

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

12.6. Subject to payment by you of CB's usual charges, CB may moor, re-berth, move or tow your Vessel at your request. CB will not be liable for any damage to the Vessel arising as a result of this activity except where the damage is caused by any negligence or default on the part of CB.

12.7. Where CB complies with your request or the request of any person ostensibly authorised by you to undertake the activities in clause 12.6, you agree to indemnify CB in full from and against all loss, damage or liability (including all legal fees and costs) incurred by CB as a result of complying with the request, unless such loss, damage or liability is due to the negligence of CB. Provided this is possible, CB may require mooring on double jetties to be stern first.

13. Non-Assignability;

13.1 The Mooring Contract is personal to you and your Vessel. You may not assign any or your rights under it to any other person. CB may assign the Mooring Contract to a third party by giving notice to you.

14. Safe Navigation of Vessels in the Marina;

14.1. When your Vessel is entering, leaving or manoeuvring in the Marina, you must ensure that it is not navigated at such a speed or in such a manner as to be likely to damage any other vessel in the Marina, or any part of the Marina or to endanger any person or property or cause inconvenience to other vessels in the Marina.

14.2. If any damage is caused by you, your crew or visitors, or your 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 CB or otherwise, CB 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 you.
14.3. CB may replace warps and re-secure your Vessel at any time if it considers this reasonably necessary in the interests of safety, at your expense.
14.4. You must ensure that your Vessel is not navigated in the Marina by anyone incapable of properly navigating it or any person who is under the influence of alcohol or drugs or otherwise intoxicated so as to render navigation unsafe.

15. Prohibition of Nuisance;

15.1. You may not operate (or allow your visitors, crew or Contractors to operate) noisy or objectionable engines, radios or other apparatus or machinery in or near the Marina (other than for the purpose of work carried out to your Vessel where this is specifically permitted by and undertaken in accordance with this Mooring Contract).
15.2. You, your crew, Contractors and visitors may not cause a nuisance or annoyance to CB or to any other users of the Marina or to any person residing in the vicinity.
15.3. Engines, generators or other apparatus or machinery, must not be operated in the Marina between the hours of 20.00 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 CB.
15.4. No anti-social behaviour or abuse, verbal or physical, is permitted towards CB, its customers or other moorers at the Marina. CB may terminate this Mooring Contract immediately if you, your crew or visitors breach this clause. Any Contractor who breaches this sub-clause must leave the Marina forthwith and will not be permitted to return.

16. Disposal of Refuse;

16.1. No refuse, including ashes, shall be thrown overboard or left on the pontoons, jetties or car parks. You must dispose of your domestic waste in the appropriate receptacles provided by CB or by removing it from the Marina. Your non-domestic waste, including, but not limited to batteries, refrigerators, television or computer screens, furnishings, cookers and the like must be removed from the Marina by you.
16.2. The use of sea toilets within the Marina or similar disposal of toilet waste into the Marina is prohibited. Failure to observe this rule entitles CB to terminate the Mooring Contract forthwith.

17. Spillages;

17.1. You must immediately inform CB of any spillage of oil, paint or any other pollutant into the Marina water space. You must also immediately take all reasonably practicable steps 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 you.

18 Stowage and Use of Dinghies or Kayak;

18.1. Any dinghies, kayaks, tenders or rafts you bring to the Marina must be stowed aboard your Vessel unless a berth is separately allocated to them by CB, for which CB may charge additional mooring fees.

19. Storage of Material;

19.1. No fittings, equipment, supplies, stores or any other property belonging to you may be stored or left at the Marina other than as directed by or agreed with CB.
19.2. Except whilst transporting items to or from your Vessel, you must not leave or store any items on the area around your Berth or on the jetties, pathways, banks, walkways, car parks or anywhere else on the Marina. No items may be left on the jetties or close to the water's edge, even for a short period, where this may cause or increase the danger to you or any other user or member of staff at the Marina.
19.3. You may store solid fuel on the top of your Vessel to a maximum height of two standard bags. Bicycles may be stored lying horizontally on top of your Vessel, but not upright. Subject to clause 23, 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 your Vessel must be properly secured.
19.4. CB accepts no responsibility or liability for any items left on the roof of your vessel.

20. Vehicle Parking;

20.1. Subject to the availability of parking spaces and the other terms of this Mooring Contract relating to vehicles, you may park such vehicles as are reasonably required for you to load and unload your vehicle at its mooring, at the Marina. CB will be sole judge of what is reasonable in these circumstances, however the protocol for Locks marina is that you may unload your vehicle next to your berth, then it must be moved to the main car park, and for Meadows marina one car per vessel can be parked in one of the small satellite car parks around the marina. Any further vehicle(s) relating to your party (should you have one) must be parked in the main car park. Vehicles must be parked in such a position and in such a manner as directed by CB. You may not leave any vehicle at the Marina when you are absent from the Marina other than when you are using your Vessel on the canal, without the consent of CB.
20.2. The parking of trailers, campervans and caravans is not permitted at the marine except by prior written arrangement with CB and the payment of the current Parking/storage fee. All Trailers, campervans and caravans must be parked in the designated area in the main car park between the 2 marinas these spaces are limited and must always display a current Parking permit while on site. Trailers, campervans, and caravans must not be parked in any of the satellite parking bays round the marina or in the top car park. Failure of any of the terms will see you asked to remove your vehicle from site and not return with it. Campervans that are your sole transport may be given dispensation but only if proof of them being your sole transport can be produced.
20.3. The site has a speed limit of 15mph on the drive and 10mph on all roads around the marina.
20.4. All vehicles are parked at the owner's risk and CB except no liability.
20.5. EV charging points are available in the main car park, only park in these positions if you are charging your vehicle. Once charged, move your vehicle as soon as you are able. Do not leave your vehicle parked in an EV space while out cruising or for any other reason.

21. Health and Safety and Fire Precautions;

21.1. You shall comply with all relevant health and safety regulations, codes of practice and any health and safety guidance issued by CB whilst using the Marina.
21.2. You shall ensure that all necessary precautions against the outbreak of fire in or upon your Vessel are taken and all statutory regulations and any further instructions exhibited at the Office relating to fire prevention at the Marina are observed. You shall provide and maintain in good working order and readily available for immediate use in case of fire, at least one fire extinguisher of an EU government approved or BSI standard type and size, in or on your Vessel.
21.3. Your Vessel may not be refuelled in the Marina. Fuel may be obtained at CB's main wharf.
21.4. The lighting of open fires or use of fireworks is strictly prohibited other than with the prior written consent of CB. 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.
21.5. Children invited to the Marina by you, your crew, Contractors and visitors are your sole responsibility and must remain under adult supervision at all times as the Marina may be potentially dangerous to them. Children and any person who is unable to swim well are advised to wear adequate life jackets at all times whilst at the Marina.
21.6. Running and cycling on the pontoons is not permitted. No items may be secured to electricity bollards, including cycles. Cycles
21.7. When connecting to a designated electrical outlet bollard, CB approved leads and plugs must be used. These must be maintained by you in accordance with the relevant regulations and standards. You may not alter the berth or facilities in any way. Only electricity cards issued by CB may be used at the Marina.
21.8. You must provide CB with current address and contact details, including telephone numbers, so that you can be contacted in the case of an emergency.
21.9. Diving and bathing in the waters of the Marina is not permitted. Fishing is only permitted by you from your Vessel.

22. Washing;

22.1. Laundry may not be hung anywhere in the Marina other than in an area which is specifically designated for the hanging of laundry, if any. Any laundry hung on your Vessel must not be visible to other users of the Marina.

23. Television Aerials, Satellite Dishes and Wind Generators;

23.1. Moderately sized television aerials, satellite dishes and wind generators are permitted on your Vessel at the Marina, however you must make every effort to ensure that they are erected in a manner that makes them as inconspicuous as their design allows.

24. Occupation of Vessels;

24.1. You undertake that your Vessel whilst based at the Marina will not be your or anyone else's principal private residence.

25. Gate access;

25.1. CB main site gates are open during the hours of 07.30 and 18.00 outside of these hours an access Fob is provided so you can gain access to the site.
25.2. One access Fob is issued to each boat when joining the marina more can be purchased from reception should you require them. CB retains the right to turn off the fobs without notice to protect security of the Marina.
25.3. You may not allow any person other than your genuine crew to use the access fob, for all visitors to site a temporary fob or code is available from the office.

26. The Marina, its facilities and services;

26.1. The service charge for the provision and maintenance of the electrical infrastructure, site entry gates and site lighting are charged separate from your mooring fees but is payable whether you wish to make use of the electricity supply or not. Electricity is supplied at an extra charge. The maximum available load is 16amps.
26.2. Services and facilities at the Marina, other than the provision of a Berth for your Vessel, are provided for the comfort and convenience of customers. Whilst CB intends to continue to provide services and facilities to the level currently available at the Marina, CB 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. CB 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.
26.3. CB is not liable for any temporary failure of any of the services and facilities at the Marina or any consequences of such failure, but subject to clause 26.2 will use its

reasonable endeavours to repair and/or restore such services and facilities as soon as possible.

26.4 You must take all reasonable care, and must ensure that your 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.

27. Animals;

27.1. You may have domestic animals on your Vessel whilst it is in the Marina, provided you keep said animals under control. If animals are causing a nuisance CB will ask that the animal is no longer brought to the Marina. CB by notice to you in writing or by general notice displayed at the Office, may prohibit a particular animal or type of animal from being brought to the Marina. Such decision will be final.

27.2. Dogs must be kept on a lead and under your control at all times whilst at the Marina unless they are in a specified dog walking area. You must clean up after your dog and place the waste in the general waste bins provided.

27.3. CB reserves the right to require you to remove any animal which is causing a danger, disturbance or nuisance to any other users of the Marina or CB.

28. Additional Regulations and Rules;

28.1. CB may amend or supplement these General Conditions at CB's sole discretion and may introduce other rules for the Marina which CB deem necessary for the efficient and effective running of the Marina. Such amendments and rules shall become effective 28 days after being displayed at the Office, or forthwith if required for the health and safety of Marina users or staff or the preservation of the property of Marina users or CB.

28.2. Any rules and regulations introduced pursuant to this clause 28 shall be deemed to form part of these General Conditions and your Mooring Contract from the date they become effective.

28.3. Whilst you are in the Marina you shall at all times comply with and shall use your best endeavours to ensure that your crew, Contractors and visitors comply with Canal and River Trust and any other local authority's regulations and bye-laws whether or not such regulations and bye-laws apply directly to the Marina.

28.4. You agree to comply with all reasonable instructions issued by CB in relation to use of your Berth and the Marina.

29. Force Majeure;

29.1 Neither party shall be in breach of the contract nor liable for delay in performing or failure to perform, any of its obligations under the contract if such delays or failures result from events, circumstances or causes beyond its reasonable control.

30. General;

30.1. Where more than one person is named on the Booking Form, your obligations under the Mooring Contract are joint and several.

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

30.3. Unless otherwise agreed in writing, failure to exercise or delay in exercising any right or remedy provided in this Mooring Contract does not constitute a waiver of that right or remedy or waiver of any other rights or remedies.

30.4. If any part of this Mooring Contract is held by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

30.5. These General Conditions as amended and/or supplemented from time to time in accordance with their terms, together with the Booking Form, constitute the entire agreement and understanding between you and CB with respect to all matters referred to in them and shall supersede any previous representations or agreement(s) between the parties in relation to the mooring of your Vessel in and your use of the Marina.

30.6. No person other than a contracting party may enforce any provision of this Mooring Contract by virtue of the Contracts (Right of Third Parties) Act 1999.

30.7. Any notice given or invoice to be delivered in accordance with these General Conditions shall be delivered by hand or sent by post. Any notice or invoice delivered by post shall be deemed to have been received 48 hours after it has been posted.

30.8. The rights granted to you under the Mooring Contract to moor your Vessel at the Marina shall be as licensee and no relationship of landlord and tenant is created between you and CB.

30.9. Unless you have notified CB in writing to the contrary giving the names and addresses of all persons interested in the Vessel and the extent of their interest, you represent and warrant that you are the full legal and beneficial owner(s) of the Vessel specified on the Booking Form. Where you have notified CB that you are not, or CB is otherwise aware that you are not the full legal and beneficial owner(s) of the Vessel, CB may require that all legal and beneficial owners of the Vessel agree and adhere to the terms of the Mooring Contract by deed and failing such agreement CB may terminate the Mooring Contract upon 14 days' notice.

30.10. CB shall not be liable for failure or delay in fulfilling its obligations under this Mooring Contract where this is a arises from or is a result of war, terrorism, flooding, extreme weather conditions, explosion, breach of the canal, failure by the relevant authority to maintain the canal, act of god or other matter outside the control of CB.

30.11. GDPR. You agree that CB can keep the information it has about you, your Contractors and any other owner or user of your Vessel on computer or in paper files for the purpose of administrating your mooring contract. All data will be kept for 2 years after your contract ends, except when there is a legal requirement to hold the data for longer. You agree that you have or will obtain the consent of your Contractors and any other owner or user of your Vessel to allow CB to keep and use their information in this way, or will notify CB otherwise in writing. You have the right to see the information CB holds about you and CB. CB use CCTV at the Marina for the purposes of good management of the Marina and for security.

30.12. CB as part of their network access agreement with Canal and River Trust has to make any information about you or your vessel available to Canal and River Trust on their request.

30.13. The Mooring Contract shall be governed by and construed in accordance with the laws of England.