

Please note that these conditions form part of the contract between you and the Company and are intended to have legal effect.

1 DEFINITIONS

In these conditions:

'The Company' shall mean Windermere Marina Village Ltd and/or its Agent or Agents or its Associated Companies, Concessionaires, Licensees, Tenants and Assignees for the operation (if any) of the Vessel Repair Yard, Brokerage, or any other Marina Facility. 'The Marina' shall include the whole of the Company's property at Windermere Marina, Moorings or any other Master, or facility for berthing a vessel at Windermere Marina. 'Owner' shall include a Charterer, Agent or other person for the time being lawfully in charge of the vessel or vehicle (other than the Company) and where the circumstances permit any person or persons in the Owner's company whilst at the Marina.

'The Administration Fee' means £135 plus VAT.

2 LIABILITY

- (a) The Company shall not be liable whether in contract, tort or otherwise, for any loss, theft or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the Owner or others claiming through the Owner except to the extent that such loss, theft or damage may be caused by the negligence or wilful act of the Company or those for whom the Company is responsible. The Company will not be held responsible however for any consequential loss or damage that may arise nor for underwater damage caused to vessels or their equipment whilst in or navigating in the Marina or entrance channel.
- (b) Whilst we shall endeavour to safeguard the Owner's property to the best of our ability, we cannot be in attendance over each and every vessel 24 hours of everyday and must, therefore, strongly advise that all property is adequately insured and that any removable items are stored safely away.
- (c) The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the Owner's vessel or vehicle or by the Owner, his servants, agents, crew, guests or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible.
- (d) The Owner shall maintain fully comprehensive insurance in respect of himself, the vessel and its contents and each of his vessels or vehicles, his crew for the time being and his agents, visitors, guests and subcontractors in the sum of not less than £2 million in respect of each accident or damage and in respect of each vessel adequate salvage insurance. Such insurance shall be effected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to the Company on demand.
- (e) In the event that the Owner changes his insurance effected pursuant to clause (d) above any alteration shall be notified to the Company.
- (f) All persons using any part of the Marina for whatever purpose and whether by invitation or otherwise do so at their own risk unless an injury or damage to person or property sustained within the Marina was caused by or resulted from the Company's negligence or deliberate act or that of those for whom the Company is responsible.

3 RECREATIONAL USE ONLY

No part of the Company's Marina or premises or of any vessel or vehicle while situated therein or thereon shall be used for commercial or business purposes and any vessel moored within the Marina shall be used for recreational or holiday use only and not as a permanent residence.

4 WORK ON THE VESSEL

- (a) Subject to paragraph (b) of this condition no work shall be done to the vessel whilst at the Marina (unless with the prior written consent of the Company which may be withheld at its sole discretion) other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew, or members of his family in such a way as to not cause any nuisance or annoyance to any other users of the Marina or any other person resident in the vicinity or unless it is work done by the Company on instructions from the Owner.
- (b) Prior written consent for work to be carried out on the Company's Marina premises or moorings shall not without good cause be withheld in the following circumstances:
 - (i) where the work to be carried out is work for which the Company, or those who normally carry out work on its behalf would normally employ a specialist subcontractor, or
 - (ii) where the Company is satisfied that the whole of the work is remedial and not servicing and is being carried out under warranty by the manufacturer and/or supplier of the vessel or any part of her equipment to which the warranty relates.
- (c) The Owner shall ensure that when the vessel is being cleaned the work is undertaken so as not to cause undue nuisance or annoyance to other users of the Marina.

5 LIEN

- (a) The Company has the right to exercise a general lien upon any vessel and/or other property of vessel's Owner whilst in or on the Marina until such time as any money due to the Company in respect of the vessel and/or such property whether on account of rental, storage, commission, brokerage, access or berthing charges, work done or otherwise shall be paid.
Following the sale of a vessel through the Company's appointed broker, the Owner hereby authorises any sums due and owing to the Company to be paid by the broker to the Company from the proceeds of the sale.
- (b)

- (c) Any vessels or other goods left at the Company's Marina premises are subject to the provisions of the Torts (Interference with Goods) Act 1977, which confers on the Company as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the Company has given notice to the Owner or has taken reasonable steps to trace him in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which the Company is not a bailee are left at the Marina. Any obligation of the Company towards vessels or goods left at its Marina ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods and the Company accepts no responsibility for loss or damage to any vessels or goods left at its Marina without its consent save insofar as such loss or damage is caused by the negligence of the Company or those for whom the Company is responsible.

6 TERMINATION

- (a) Without prejudice to any other rights the Company may have in relation to breaches of these rules and conditions by the Owner, the Company shall have the right to terminate the licence granted to the Owner. In the event of any breach by the Owner of these conditions or of any failure by the Owner to make any payment due to the Company on or before the date the payment is due the Company may serve notice on the Owner specifying the breach or failure to pay (as appropriate) and requiring him to remedy the breach or pay the amount due within 14 days. If the Owner fails to remedy such breach or fails to pay the amount due within 14 days the Company shall have the right to terminate this Licence forthwith and require the removal of the vessel and any other property of the Owner within 14 days. Within 14 days of the removal of the vessel and any other property of the Owner the Company shall refund to the Owner the unexpired portion of the licence fee (disregarding any discount given) subject to a right of set-off in respect of any damage suffered by the Company and/or other monies owed to the Company and the Administration Fee.
- (b) This licence shall expire at the end of the period stated in the application for a mooring and at the expiration of the period the Owner shall, subject to clause 6(a), remove the vessel from the Marina.
- (c) If the Owner fails to remove the vessel on termination of the licence for whatever reason the Owner shall remain subject to these rules and conditions and the Company shall be entitled:
- (i) to charge the Owner with the storage fee charged at twice the published price list which is applicable to the vessel for the time being for the period between the termination of the licence and removal of the vessel from its Marina plus accrued interest at 5% above HSBC Bank base rate on all sums outstanding the Administration Fee and/or any other associated costs in recovering the debt.
- (ii) at the Owner's risk (save in respect of loss or damage by the Company's negligence during such removal) to remove the vessel from its Marina and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees the Administration Fee and any associated cost in recovering the debt.
- (d) If the Owner fails to make any payment on the due date then, without prejudice to any other right or remedy available to the company, the company shall be entitled to:
- (i) suspend the provision of any services to the Owner
- (ii) prevent the Owner's vessel leaving the Marina
- (iii) charge the Owner interest on the amount unpaid at 5% above HSBC Bank plc base rate on all sums outstanding
- (e) The Owner acknowledges and agrees that the Company has the right to require the Owner or the Owner's party (or any of them) to leave the Marina immediately if they act recklessly or unreasonably or fail to observe these or any other applicable regulations and the Company shall refund to the Owner the unexpired portion of the licence fee (disregarding any discount given) subject to a right of set-off in respect of any damage suffered by it and/or other monies owing as a result of any of the matters giving the Company the right to terminate the licence and subject to the deduction of the Administration Fee.
- (f) In the event the Owner wishes to terminate this Licence then he may do so by 16 weeks written notice to the Company. In this event the Company will be entitled to recalculate the charge for the berth based on the short-term mooring rate (twice the annual pro-rata rate) rather than 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 Premises. If there is a balance in favour of the Owner the Company shall pay it to the Owner upon the Vessel's departure from the Premises.

7 MOVING THE VESSEL

- (a) If in the Company's opinion it considers it necessary in the interests of safety the Company shall have the right to moor, reberth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such mooring, reberthing, movement, boarding, entering or emergency work arises from the negligence of the Company or for those whom the Company is responsible, the Company's reasonable charges therefore shall be paid by the Owner.
- (b) All vessels and vehicles in or on the Company's Marina or premises may be moved by the Company to any other part of the Marina.

8 NON-TRANSFERENCE

Unless he has the Company's prior consent, the Owner shall not lend or transfer the berth (this Licence being personal to the Owner relating to a particular vessel and non-assignable) nor shall he use the berth for any other vessel.

9 MOORING OF VESSEL

- (a) Vessels must be tied to piers with suitable ropes, and must be fastened off at the vessel (and not the pier) and vessels shall at all times be moored by the means recommended from time to time by the Company. Any vessel moored by a means not recommended by the Company may be secured by the Company in a proper manner and the cost thereof shall be repaid by the Owner to the Company.
- (b) An Owner must ensure that all ropes fastening his vessel to the Company's jetty are adjusted at all times so as to preclude damage to that jetty and/or any other jetty and/or any other vessel.

- (c) No vessel shall be anchored or moored in the Marina in such a way as to cause any obstruction to the Company or any other owner.
- (d) Nothing in the licence shall entitle an Owner to the exclusive use of a particular berth.
- (e) An Owner shall use only the berth allocated to him for the time being by the Company.
- (f) At any time when the berth allocated to the Owner is not actually occupied by the vessel the Company shall be free to permit its use by any other vessel without paying compensation or giving any discount to the Owner.
- (g) The Owner shall not attach anything to the jetties and walkways within the Marina by way of a permanent fixing such as nail screw etc.
- (h) In the event of a vessel sinking the Owner shall arrange for it to be refloated and removed from the Marina within 48 hours. The Company reserves the right to raise a vessel if deemed necessary and to charge the Owner accordingly.
- (i) If a vessel is, or is thought to be, polluting the Marina the Company reserves the right to take all necessary action to stop and prevent further pollution and charge the Owner accordingly.

10 SAFETY

- (a) No vessel, when entering or leaving or manoeuvring in the Marina, shall be navigated at such speed or in such a manner as to endanger or inconvenience other vessels in the Marina. Vessels are at all times subject to speed restrictions and bye-laws of Lake Windermere.
- (b) No persons under the age of 16 years shall drive a craft with an engine in excess of 4 horse power on the Marina.
- (c) A strict 3mph speed limit for vessels in the Marina shall be adhered to.
- (d) The Owner is responsible for checking at all relevant times that there is sufficient water for access to and egress from the Marina for his vessel.
- (e) The Owner shall wear suitable non-slip footwear and shall ensure that his family crew and visitors to the Marina wear suitable non-slip footwear whilst using the Marina and especially when walking on jetties.
- (f) The Owners shall ensure that all persons under the age of 18 years are closely supervised and wear life jackets whilst travelling in a vessel within the Marina.
- (g) The Owner shall not fish, swim, water ski, camp (whether in a tent or caravan or motorised caravan) or have a dog or pet other than on a leash whilst at the Marina.
- (h) The Owner shall ensure that all moveable items on the upper surface of the vessel shall be secured.
- (i) The Owner shall on an annual basis obtain a gas safety certificate for any gas installation on board.

11 NOISE

- (a) No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Marina premises so as to cause any nuisance or annoyance to the Company, to any other users of the Marina 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 shall be secured so as not to cause such nuisance or annoyance.
- (b) The Owner is responsible at all times for the behaviour of his crew and guests on the Marina.
- (c) The Owners and their guests are respectfully requested not to make any noise or disturbance between the hours of 01.00 am and 07.00 am.

12 REFUSE AND ENVIRONMENT

- (a) No refuse or effluent shall be thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Marina.
- (b) The toilets, shower rooms and laundry are for Windermere Marina key holder clients only. It would be appreciated if clients would report any misuse of the facilities to the management.
- (c) Refuse of a hazardous nature including batteries, paint tins etc should be removed from the Marina premises by the Owner to a suitable waste dump. All other refuse should be placed in the bin compounds provided.
- (d) The Owner shall observe all regulations currently enforced by the Environment Agency or other such body that controls the environment and water quality of Windermere, the lake.
- (e) Vessels should be kept in a clean and tidy state at all times. If the Owner fails to clean the vessel within 21 days following a request from the Company, the Company has the right to undertake the work itself or appoint agents to do so and charge the Owner accordingly.

13 TENDERS

- (a) Dinghies, tenders and rafts shall be stowed aboard the vessel unless a berth or specified location is separately provided by the Company.
- (b) The Company reserves the right to remove from site any tenders, inflatables, water sports equipment or jet skis which are not registered with Windermere Marina Village Limited and for which the relevant payment has not been received.

14 PARKING

- (a) Owners and their crew shall park their motor vehicles and trailers in such a position and in such a manner as shall from time to time be directed by the Company.
- (b) An Owner and his crew and any other persons under his control shall only be entitled to bring one motor vehicle at any one time onto the Marina.

- (c) An Owner shall only be entitled to bring a trailer onto the Marina for such reasonable period to load and unload such trailer, by prior arrangement.
- (d) An Owner shall not be entitled to store or keep a trailer (with or without a vessel on it) on The Marina.
- (e) A charge will be made for use, if available, of the slipway. The slipway will not be available outside of office hours and the Owner is responsible for the correct use of the slipway and launching of vessels.
- (f) Under no circumstances may any vessel or vehicle be parked or left so as to obstruct the roadways, walkways, footpaths, slipways, craneage, access points or any area in the Marina. In default the Company reserves the right to remove any such vessel or vehicle by craneage or towing and to charge the Owner for the cost thereof. The Company shall not be liable for any loss, cost or damage suffered or incurred by the Owner where such action is taken.
- (g) No obstruction shall be caused or permitted to be caused on any of the access roads, pontoons, passageways or car parks of the Marina.

15 EXCESS CHARGES

The Company reserves the right at any time to measure any vessel and to charge the owner of the vessel additional fees (if appropriate) in accordance with the Company's scale fees if the length or beam of the vessel is greater than that notified to it by the Owner.

16 FIRE PRECAUTIONS

- (a) The Owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the Owner shall observe all statutory and local regulations relative to fire prevention.
- (b) The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the vessel fit for immediate use in case of fire.
- (c) The Owner shall not refuel vessels in the Marina.
- (d) The Owner shall ensure that all fuel is removed from tenders if the tender is not used for a continuous period of 24 hours and in the event of failure to do so the Company shall be entitled to remove the fuel and charge the Owner for the costs of its disposal.
- (e) The Owner shall not barbecue on the jetties or in the Marina, other than in the designated barbecuing area.

17 IDENTIFICATION

- (a) The Owner shall display on his vessel and on his motor vehicle the Company's authorised identification at all times whilst on the Marina.
- (b) The vessel and any associated dinghies, tenders, water sports equipment and trailers shall be clearly marked with the name of Owner or main vessel.

18 SIGNS

The Owner shall not display on his vessel or in any other place on the Marina any sign, placard, notice or any other indication that such a vessel is for sale or hire and in the event of any breach of this condition the Company shall have the right to remove or cover up such sign, placard or notice.

19 REMOVAL OF VESSEL

The Owner shall not move or permit or suffer his vessel to be permanently moved from the Marina during the term of his licence whether by the Owner or by anyone with his authority without giving 24 hours notice in writing to the Company.

20 BROKERAGE

- (a) The Owner shall not sell or offer for sale his vessel whilst it is at the Marina other than through the Company on the Company's brokerage terms and conditions for the time being.
- (b) In the event of any breach of the Owner of sub condition (a) above the Owner shall pay the Company's brokerage fees calculated on the basis of the Company's brokerage terms and conditions applicable for the time being on the sale price of the vessel or (in the event of such a sale price not being disclosed to the Company or in the event of a sale at an undervalue) on the market value of the vessel as ascertained by a suitably qualified person appointed by the Company.
- (c) The Owner hereby agrees and covenants with the Company that it will at all times purchase or acquire any and all new vessels through the Company's Agent as specified and expressly not to purchase or acquire any new vessel to be moored, brought or kept on the Marina from any other Company or agency and to indemnify the Company from and against any breach non-observance or non-performance thereof.
- (d) The Company reserves the right to charge an entrance premium in addition to the annual mooring fee for the first year on all craft.

21 ELECTRICITY & TV AERIALS

- (a) (a) The Owner shall not connect to the electricity supply and/or television aerial without prior agreement with the Company and payment for the provision of these services.

- (b) The Owner shall attach a meter to the electricity supply supplied by the Company (for which a charge may be made) and use it to monitor the amount of electricity used if required by the Company.
- (c) The Owner shall not tamper with any meter or electricity supply or television aerial equipment or any electrical equipment supplied by the Company at the Marina. In the event that the said electrical equipment is tampered with the Company reserves the right to charge to the Owner the full daily cost of supplying the electricity (as determined by the Company) together with the cost of any repairs and retesting necessitated by such tampering and the Administration Fee and in the event that the said television aerial equipment is tampered with the Company reserves the right to charge to the Owner the full annual rate normally charged by the Company for the television aerial connection together with the cost of any repairs necessitated by such tampering and the Administration Fee.
- (d) The Company cannot guarantee the continuous supply of electricity or television aerial reception to serviced berths as power cuts and breakdowns are not within its control. Overloading of the electricity supply will cause trips to activate and whilst the Company will do all it can to effect immediate reconnection this may not be possible outside normal office hours.

22 REGULATIONS

The Company reserves the right to introduce regulations which relate solely to the administration and management of the Marina and which are not inconsistent with these Rules and Conditions and to amend such regulations from time to time. Such regulations and any amendments to them shall become effective on being displayed on the Company's public notice board.

23 VARIATIONS

There is no variation to the above Terms and Conditions unless notification is received in writing from the Company.

24 NOTICES

Any notice given under this agreement shall be given in writing and shall be sufficiently given to any party if served personally on the Owner or sent by first class prepaid post addressed to the Owner at the Owner's last notified address in the United Kingdom contained within the Mooring Licence form or to the Company at Windermere Marina Village Limited, Bowness-on-Windermere, Cumbria LA23 3JQ and any notice so given

shall be deemed unless the contrary is proved to be effected at the time at which the letter would be delivered in the ordinary course of post and the Owner shall give notice in writing to the Company of any change of permanent home address of the Owner within 14 days of any change.

25 INTERPRETATION

In this Licence for the purposes of interpretation the masculine shall include the feminine and vice versa and the headings shall not form part of this agreement.

26 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Licence shall confer on any third party any right to enforce or any benefit of any term of this Licence.