



TERMS & CONDITIONS

NORTHSHORE

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Itchenor, Chichester
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PART OF THE TRAFALGAR GROUP

TITB Ltd: Registered in England and Wales.
Company Number: 15442206. VAT Number: GB 469 552 449

TERMS, CONDITIONS AND REGULATIONS

Definitions

In these Terms and Conditions, the following definitions apply unless otherwise stated:

Owner

The person, firm or company named Owner in the Contract Company TITB Ltd (Northshore)

Berth

Means the water space or shore space temporarily allocated to the Owner by the Company for the storage of the Boat during the Term of this Contract.

Boat

Means but is not limited to ship, yacht, dinghy, catamaran, vessel or craft whether or not its principal propulsion shall be by wind or engine as described in the Contract.

Charges

Means the charges for the Services set out in the Schedule of Charges and the Third Schedule payable by the Owner to the Company.

Manager

Means the person or his representative who shall be responsible for the day-to-day operation of the Marina.

Marina

Means all the land and water adjacent thereto including slipways, pontoons, finger pontoons, jetties, quays and piers known as Northshore

Services

Means Services to be provided by the Company to the Owner, set out in the Contract.

Term

Means the period set out in the Contract.

Interpretation

All notices under this Agreement shall be in writing and may be served by email to the recipient's last known email address.

All rights and remedies of the Company hereunder shall be cumulative and may be exercised successively or concurrently and a waiver by the Company of any breach hereof by the Owner shall not constitute a waiver of any other breach nor shall any delay or omission of the Company to exercise any rights arising from any breach by the Owner affect or impair the Company's rights in respect of such breach or any other breach of any kind.

No failure by the Company to exercise any power given to it hereunder or to insist upon strict compliance by the Owner with any obligation hereunder shall constitute any waiver of any of the Company's rights under this Contract.

Words importing the masculine gender also include the neuter and feminine gender and words importing the singular number include also the plural number and where there are two or more parties or persons included in the term Owner the undertakings expressed to be made respectively by them shall be deemed to be made by parties or persons jointly and severally.

If the Company shall be unable to perform any of its obligations by reason of fire, explosion, riot, malicious damage, theft, storm, flood or any other act omission or state of affairs beyond the Company's control, the Company shall be relieved of the obligations incurred under this Valet Lift & Launch Maintenance Storage Contract whether and to the extent that the fulfilment of such obligations is prevented, frustrated, impeded or delayed as a consequence of any such event.

All headings are for identification only and shall not form any part of or affect the interpretation of any clause.

Time shall be of the essence in each and every provision of this Contract, whereby something is required to be done on or by a specified day or date or within a specified period of time.

Safety & Environment

The Owner acknowledges and agrees that the Company shall have the right to move the Boat to any new location within the Marina if it shall be in the interests of the Company or Marina users or visitors.

The Company shall have the right to board, enter (by force if necessary) or carry out any emergency work on the Boat without prior notice to the Owner if in the Company's opinion such work be necessary for the safety of the Boat or the safety and or convenience of other users or visitors of the Marina. The Owner shall pay the Company's reasonable charges for such work.

No dangerous inflammable poisonous or noxious substances spirits oil or petrol or other inflammable fluid shall be brought into the Marina or stored on the Boat except in properly secured containers expressly designed to contain such substances against leakage.

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

The Owner is responsible for ensuring that the vessel is fully serviced and in safe, operational condition prior to berthing. This includes, but is not limited to, verifying the proper operation of essential systems and components such as oil, fuel, coolant, and the battery. TITB Ltd (Northshore) does not assume any responsibility for verifying the pre-arrival condition of these items. By signing this contract, the Owner confirms that the vessel has been inspected and meets the necessary operational standards for safe use during the term of this agreement.

The Owner shall always navigate and control the Boat in a seamanlike manner to cause no danger, damage or inconvenience to any other person or boat. In particular the Boat shall proceed at a speed which is safe in relation to prevailing conditions and shall at all times comply with any speed restrictions displayed from time to time within the Marina. The Owner shall furthermore comply with the directions and regulations made from time to time by the Chichester Harbour Conservancy/QHM. In particular, attention is drawn to the following:

There's an 8-knot speed limit in the harbour, but speed isn't everything—watch your wash. Excessive wash can damage boats, erode the shoreline, and endanger others on the water. You can be penalised for creating too much wash, even if you're under the speed limit. Please slow down and minimise your wake near moorings and sensitive areas.

There may be restrictions on the movement of vessels in the harbour and its approach channel from time to time, which are summarised in Notices to Mariners, copies available on request.

The Owner shall not operate or permit to be operated within the Marina any engine, generator, other machinery, radio or any apparatus so as to cause any nuisance, annoyance or inconvenience to other users of the Marina or any person residing in the vicinity of the Marina. The Owner further undertakes and agrees for himself, his family and his visitors using the Boat and Marina facilities that they shall behave in a considerate manner and in such a way as to cause no nuisance, annoyance or inconvenience to any other users of the Marina.

The Owner shall ensure that at all times halyards, flags, banners and other items attached to the Boat shall be secured so as not to cause any noise, nuisance, annoyance or inconvenience to other Marina users or local residents.

The Owner undertakes and agrees that no refuse shall be thrown overboard or left on any pontoon, jetties or other parts of the Marina and shall be disposed of only in receptacles provided by the Company or removed entirely from the Marina. The Owner further undertakes and agrees that oil, petrol, tar, paint, sewage and any other similar noxious substances shall be discharged exclusively into receptacles specifically provided to receive such waste materials. In no circumstances shall such waste materials be discharged into the water or elsewhere in the Marina. The Owner further undertakes and agrees to remove from the Marina in a timely manner all non-refuse materials & equipment and that the area under and around vessels ashore will be kept in tidy and rubbish free condition.

Animals may only be brought into the Marina provided that they are at all times kept under the control of the Owner and do not cause inconvenience in the form of noise, fouling of pontoons or the communal areas or otherwise. Animals in so far as is reasonably practical shall be kept aboard the Boat at all times. Strict regulations exist for the control of rabies and the Company reserves the right to require the Owner to remove any animal from the Marina without prior notice. No animal which has been taken abroad shall be brought into or landed in the Marina without the prior written agreement of the Company. The Company will report any suspected breach of this clause to the appropriate authorities. Dogs must be kept on a lead at all times.

The Owner shall not erect any washing line on the Boat or within the Marina or allow any washing to be displayed on the exterior of the Boat.

The Owner shall take all necessary and reasonable precautions against the outbreak of fire in or upon the Boat. The Owner shall provide at least one fire extinguisher in or upon the Boat suitable for the type of engines, fuel and equipment relating to the Boat and of a kind which shall be approved by the appropriate Government Department. Such extinguisher shall at all times be kept in good and efficient working order.

No person shall be permitted to work on the Boat or otherwise in the Marina so as to cause nuisance or annoyance or inconvenience to other Marina users or visitors or damage to other boats and in particular Owner shall take steps to ensure that the minimum of dust is caused when cleaning or maintaining the Boat or as a result of any other operations. The Owner shall himself or otherwise ensure that all waste materials shall be cleared daily after work on the Boat or otherwise and shall be deposited in suitable

receptacles. If the Owner or any agent of the Owner shall fail promptly to clear away any such waste the Company shall itself remove such waste and the Owner shall pay the Company's reasonable costs incurred in collecting and disposing of such waste.

The Owner at all times shall strictly observe and perform all statutes, rules, regulations and bye-laws in relation to the exercise of the rights and obligations of this Berthing Licence Contract.

The Owner shall notify the Manager prior to his departure from the Marina together with the anticipated time and date of return to enable the Manager to ensure that the Berth will be available to the Owner on his return to the Marina.

The Owner and his family and visitors are required to park . their motor vehicles in such position and in such manner as shall from time to time be directed by the Company. All cars are parked at Owner's risk. Unless using a dedicated drop off zone, we ask that you park in the main Chichester Harbour Conservancy Car Park.

The Owner shall ensure that in no circumstances shall any motor vehicle be parked so as to obstruct the pontoons, roadways, slipways, crange platforms or any other working areas within the Marina. The Company reserves the right to remove any vehicle by crange, towing or otherwise if the parking of the vehicle shall interfere for any reason with the commercial activities or the convenience of users of the Marina or shall have an adverse safety or environmental effect. The Company reserves the right to charge the Owner for the reasonable costs incurred in moving or storing any motor vehicle.

No tent, caravan (motor or trailer) or other vehicle adapted or designed for sleeping may remain in any part of the Marina without the prior written consent of the Company.

Payments due to the Company

In consideration of the Services the Owner shall pay the Charges to the Company calculated as set out in the Contract.

All payments paid by virtue of this Contract by the Owner to the Company are subject to Value Added Tax or such other tax required to be paid by law at the rate for the time being in force.

If the Owner fails to pay the Company any sum due pursuant to this Contract the Owner will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% (four per cent) above the base lending rate from time to time of National Westminster Bank PLC , accruing on a daily basis until payment is made, whether before or after any judgement.

The Company shall have the right to exercise a general lien upon the Boat and/or its gear and equipment or any other property of the Owner whilst in or upon the Marina and whether afloat or ashore until such time as any monies due to the Company from the Owner under the terms of the Contract shall be paid.

Payment by Direct Debit

All sums due under this Agreement will be collected by Direct Debit from the bank account detailed on the Direct Debit Instruction three (3) working days after the "Due Date" shown on each invoice ("Collection Date").

By signing this Agreement the Customer:

- *confirms that this three-day notice constitutes the required advance notice under the Direct Debit Scheme, overriding the default 10-working-day period;*
- *authorises the Company to collect each amount on or after the Collection Date stated on the invoice; and*
- *acknowledges that payments are protected by the Direct Debit Guarantee and that any bank refund made under the Guarantee does not extinguish the underlying debt.*

Right of Sale

Where we accept vessels, gear, equipment or other goods for repair, refit, maintenance or storage we do so subject to the provisions of the Torts (Interference with Goods) Act 1977.

This Act confers a Right of Sale on us in circumstances where the 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 we have given notice to the customer in accordance with the Act.

For the purpose of the Act it is recorded that:

Goods for repair or other treatment are accepted by us 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.

Our obligation as custodian of goods accepted for storage ends on our notice to the customer of termination of that obligation.

The place for delivery and collection of goods shall be at our premises unless agreed otherwise. Advice regarding the Act and its effect may be obtained from any of the sources referred to at Clause 6.1.

Maritime Law entitles us in certain other circumstances to bring action against a vessel to recover a debt or damages. Such action may involve the arrest of the vessel through the Courts and its eventual sale by the Court. This right of arrest and sale may continue

to exist against a vessel following a change of ownership. Sale of a vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a vessel or other property.

If the Owner shall fail to pay any sum due to the Company within thirty days of the due date, the Company shall be entitled to sell the Boat including its gear and equipment. The Company shall give to the Owner written notice of its intention to sell the Boat. Such notice shall confirm that the Boat will not be sold for a period of ninety days from the date of the notice and shall give details of the reasons for the sale including details of any sum due and payable to the Company. The Company shall repay any sums which it shall receive from the sale of the Boat under the terms of this Contract after deducting any sums due to the Company and any reasonable legal or other expenses including costs of sale which shall result from the Owner's breach of this Contract.

Liability, Indemnity & Exclusion

Notwithstanding anything to the contrary in the Contract the Company shall not, except in respect of death or personal injury caused by negligence of the Company, be liable to the Owner, his family or visitors by reason of any representation or implied warranty condition or other term or any duty at common law or under any express term of this Valet Lift & Launch Maintenance storage contract:

For any consequential loss or claim (whether for loss of profit enjoyment or use of the Boat or otherwise whether occasioned by negligence of the Company or its employees, agents, sub-contractors or otherwise) arising out of or in connection with any act or omission of the Company relating to the provision of the Services and/or the use of the Marina or its facilities, including but not limited to the pontoons, slipways and car parks.

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

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

The Owner shall pay the Company's reasonable charges for making good any damage to persons or property in the Marina if such damage shall result from any activity of the Owner which shall be in breach of these Terms and Conditions.

No warranty or representation is expressed or implied by the Company of the suitability of the storage space allocated, structure, gear or other facility provided under the Terms of this Valet Lift & Launch storage maintenance contract by the Company.

We shall not be liable for any loss or damage caused by any event or circumstance beyond our reasonable control (such as extreme weather conditions, the actions of third parties not employed by us 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 us for repair or storage, and harm to persons entering our premises or using any of our facilities or equipment.

We shall take all reasonable and proportionate steps having regard to the nature and scale of our business to maintain security at our premises, and to maintain our facilities and equipment in reasonably good working order. Subject to this and in the absence of any negligence or other breach of duty by us vessels, gear, equipment or other goods are left with us at the customer's own risk and customers should ensure that their own personal and property insurance covers such risks.

We shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of any defect in the vessel or property concerned unless we shall have been expressly engaged to do so by the customer on commercial terms. Similarly we shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of an accident which has not been caused by our negligence or another breach of duty on our part. However we reserve 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 we do so we shall be entitled to charge the customer concerned on a normal commercial basis.

Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels and while their vessel or other property is on our premises or is being worked on by us they shall be obliged to maintain adequate insurance, including third party liability cover for not less than £2,000,000. Employers' Liability cover in respect of any employee to at least the statutory minimum. The customer shall be obliged to produce evidence to us of such insurance within 7 days of a request to do so.

Prices & Estimates

In the absence of express agreement to the contrary our price for work shall be based on time and materials expended and services provided.

When we give an estimate or indication of price - in writing or orally - we will exercise skill and judgement in doing so. Such estimates are subject always to the accuracy of information provided by the customer and are usually based only on a superficial examination and will not include the cost of any additional repairs or work found necessary to the vessel and/or gear or equipment during the work nor the cost of any extensions to the work comprised in the estimate.

We will inform the customer promptly of any proposed increase in estimated prices and the reasons therefore and will only proceed with the work or supply with the approval of the customer. The customer shall remain responsible for the cost of labour and materials already supplied or remaining to be supplied which are not affected by the proposed increase in price.

Delays

The time for completion of our work is given in good faith but is not guaranteed. We shall not be responsible for any delay in completion of the work or for the consequences of any such delay unless it arises from our wilful acts or omissions or from our negligence.

Vessel Movements

We reserve the right to move any vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of our business and premises.

Guarantee

Advice on whether a customer is "a consumer" or otherwise protected by some or all of the consumer protection legislation in force in the United Kingdom may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of Solicitors (who may charge). Online guidance may be obtained at the Government's Consumer Gateway website at <http://www.consumer.gov.uk/>

Where a customer is also a consumer he has certain minimum statutory rights regarding the return of defective goods and claims for losses. These rights are not affected by these terms.

In addition to the statutory and other rights provided by English law we guarantee our work for a period of 12 months from completion against all defects which are due to poor workmanship or defective materials supplied by us. We shall be liable under this guarantee only for defects appearing during this 12-month period which must be promptly notified to us in writing at our trading address or registered office [set out on our letterhead]. The geographical area within which this guarantee will be honoured is restricted to the [United Kingdom].

On notification by the customer of such defects, we will investigate the cause and if they are our responsibility under the terms of this guarantee we will promptly remedy them or, at our option, employ other specialist contractors to do so. Any remedial work which is put in hand by the customer other than through ourselves in accordance with the terms of this guarantee may invalidate this guarantee in respect of such defects if we are not advised beforehand and given the opportunity to inspect and agree such work and its cost.

Where we supply goods or services to a partnership or company or to a customer who is acting in the course of a business or a commercial operation (a "Business Customer") then:

No article supplied by us to a Business Customer shall carry any express or implied term as to its quality or its fitness for any particular purpose unless prior to the supply the Business Customer has sufficiently explained the purpose for which it is required and made it clear that he is relying on our skill and judgement.

No proprietary article specified by name, size or type by a Business Customer shall carry any such express or implied term but we will assign to the Business Customer any rights we may have against the manufacturer or importer of that article.

We accept no liability to indemnify a Business Customer against any loss of profit or turnover which he or his customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied by us.

Insurance

The Owner undertakes and agrees to maintain in full force and effect during the Term of this Contract third party liability insurance for not less than £2,000,000 for the Boat and any other property in the Marina in the care, custody or control of the Owner together with such other insurance as is normal for a boat of its size, power and description. Such insurance to be effected with an insurance company of repute, in such sum and for such risks as the Company may from time to time reasonably require.

The Owner shall not cancel, surrender or materially alter the terms of such insurance policy without the prior written consent of the Company, which consent will not be unreasonably withheld.

The Owner agrees to furnish the Company on request with legible copies of the current insurance certificate and policy of insurance together with copy of receipt for the last premium paid.

Termination

Termination by the Company (General Termination):

The Company may terminate this Agreement for any reason by providing the Owner with 14 days' written notice. Upon termination, the Owner must remove the Boat from the Marina within 14 days. If the Boat is not removed within this period, the Company may move or store the Boat at the Owner's expense.

Termination for Breach:

The Company may terminate this Agreement immediately if:

The Owner fails to pay any amounts due within 14 days of the due date.

The Owner commits a serious or repeated breach of the Agreement and does not remedy it within 14 days of written notice.

The Owner's actions cause a risk to safety, property, or marina operations.

Contract Management

The Company and the Owner expressly agree that it is not the intention of the parties to create the relationship of Landlord and Tenant and that this Contract is personal to the Owner and is not assignable or capable of being disposed of or dealt with in any way whatsoever. The Owner shall not lend or seek to lend or transfer the space allocated to any other person. This Contract relates to the particular Boat, details of which are set out in the First Schedule.

Nothing in this Licence Contract shall entitle the Owner to exclusive use of any particular allocated space.

The Company has the absolute right to allocate another boat to temporarily occupy the allocated space when it shall not be occupied by the Owner's Boat and shall not be obliged to account to the Owner for any fees received.

Neither the Owner nor his agent shall be permitted to construct or complete the construction of any boat within the Marina without the prior written consent of the Company which consent may be granted or refused by the Company in its absolute discretion.

Dinghies, tenders and rafts shall be stowed aboard the Boat unless the Owner and the Company shall otherwise agree in writing.

The Boat, dinghies, tenders, trailers and cradles shall be clearly marked with the name of the Boat. Any other equipment which is not stored securely in the Boat shall also be clearly marked with the name of the Boat.

No parts of the Boat or other equipment, dinghies, gear, fittings, supplies, stores or similar items shall be stored or left upon the pontoons, jetties, car parks or otherwise within the Marina without the prior written consent of the Company which consent may be granted or refused by the Company in its absolute discretion.

The Company expressly reserves the right to introduce new Terms and Conditions or vary these Terms and Conditions in order to promote the better administration of the Marina in the interests of users of the Marina as a whole or to comply with statutes, regulations or bye-laws. The Company shall give not less than thirty days prior written notice of any such additions or variations in the Terms and Conditions to the Owner.

The Owner shall not himself nor shall he encourage or permit any other person to live permanently aboard the Boat. The Company shall have the absolute discretion to vary the terms of this clause in order to comply with any statutes bye- laws or other regulations relating to residence in the Marina.

The Owner shall deposit keys with the Manager giving full access to the interior and lockers of the Boat and including engine keys if requested.

The Owner shall be permitted to arrange a sale of the Boat during the Term of this Contract either privately or with an Off-Site Broker. The Owner expressly agrees that he or his authorised agent shall be present at all times when the Boat or its equipment is viewed or demonstrated for the purposes of a sale. 'For Sale' notices may only be displayed with the prior consent of the Marina Manager. Any craft sold whilst on the Company's property shall incur a fee of 1% of the selling price plus VAT, whether sold privately or through off-site brokers.

The Boat shall be stored in the Berth allocated by the Company from time to time and shall not be stored elsewhere in the Marina without the prior written agreement of the Company.

The Owner shall maintain the Boat in good and clean condition and ensure that the Boat is able to always proceed under its own power. The Boat shall leave the Marina at least twice during the Term.

Payment

Payment shall be made in full from the Owner on receipt of an invoice from this Company.

Refunds:

Upon termination of this Contract the Owner shall only be entitled to a refund of any monies paid to the Company under the terms of this Contract calculated as follows: the monetary value of this Valet Lift & Launch maintenance allocated space will be recalculated from the day of arrival to the day of departure of the vessel. Summer and winter prices will be applied to that recalculation and any discounts given, by the Company to the Owner will be forfeited. The Owner shall only be refunded the outstanding balance if the berth is re-sold for the remaining period only.

Length Overall:

In calculating the length overall of the Boat, davits, bowsprits, boarding ladders, sterndrives, tenders, outdrives, anchors, pulpits and pushpits and any other extensions fore and aft of the Boat shall be included.

Harbour Dues:

All vessels afloat in the Marina are subject to harbour dues and must display a valid payment plaque obtainable from the Chichester Harbour Conservancy, telephone number 01243 512301.

Special Conditions

The Company reserves the right, in the event that the alarm installed to any vehicle parked within the Marina activates and remains sounding without the Owner deactivating the alarm within a period of 2 hours, to engage an engineer to deactivate the alarm. In such case the Owner shall indemnify the Company from the costs incurred and acknowledges that the deactivation of the alarm is undertaken exclusively at the Owner's risk. The Company will endeavour but shall not be obliged to contact the Owner to warn that action is to be taken to deactivate any alarm.

The precincts of the Marina are clearly shown on the plan which may be examined at the Main Office and all adjoining land and water owned by the Company is out of bounds. No water skiing, speedboat racing or hydroplaning is allowed. Jet skis are prohibited. A water speed limit of 8 knots in the precincts of the Marina.

Water to the pontoons may be turned off from about the end of November until about the end of February. Weather permitting; water may be obtained by prior arrangement with the Manager.

Electricity (where applicable) is provided subject to the following terms and conditions:

Charges for electricity usage are based on an assessment of the amount of electricity we anticipate you will consume. These assessments are made in good faith, relying on the information you have provided regarding your expected usage. The Company reserves the right to adjust the electricity charges if your actual consumption exceeds the planned or estimated usage.

Occasional reasonable use of electricity is not metered and may be subject to charges.

The Company cannot guarantee continuous supply as power cuts and breakdowns are not within its control.

Electric cables may be hired from the Marina Office . subject to availability. The Company does not accept liability for any damage or loss caused by the electric cables.

Electric cables may be provided by the Owner but are subject to inspection by the Company. Such inspections are to ascertain suitability for use and signs of wear and tear only. It is the Owner's responsibility to maintain all cable in an electrically safe and sound condition.

All boats, tenders, trailers and dinghies must have the boat or Owner's name clearly displayed.

Quality Standards

We will complete our work to the agreed specification and, in the absence of any other contractual term as to quality, to a satisfactory quality.

Access to Premises / Work on the Vessel

Subject to the terms below no work shall be done on the vessel, gear, equipment or other goods while on our premises without our prior written consent other than minor running repairs or minor maintenance of a routine nature by the customer, 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 our schedule of work, nor involving access to prohibited areas.

Prior written consent will not be unreasonably withheld where:

The work is of a type for which we would normally employ a specialist subcontractor; or

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.

In every case neither the customer nor his invitees shall have access to the vessel during periods of work by us on the vessel without our prior consent, which shall not be unreasonably withheld.

Sub-Contracting

We may sub-contract all or part of the work entrusted to us by the customer, on terms that any such sub-contractor shall have the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, contained in these Terms of Business. Where we exercise this right we shall remain responsible to the customer for the performance of our subcontractor.

Notices

Notice to a customer shall be sufficiently served if personally given to him or if sent by first class post to the customer's last known address. Notices to us should be sent by first class post to our principal trading address or registered office.

Data Protection & GDPR Compliance

We collect and process personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. By signing this contract, you consent to us storing and processing your personal data for contract administration, marina operations, and necessary communications.

Your personal data will only be shared where necessary for the performance of this contract or as required by law. We do not sell or share personal data for marketing purposes without explicit consent.

For more details on how we handle personal data, please request a copy from the Marina Office.

Law & Jurisdiction

Any contract or series of contracts made subject to these terms shall be subject to and governed by English law.

In the case of Business Customers any dispute arising under them shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

In the case of customers who are consumers or who are not contracting in the course of business any dispute shall be submitted to the non-exclusive jurisdiction of the Courts of England and Wales.

Regulations

All boats, tenders, trailers and dinghies must have the boat or Owner's name clearly displayed, and we recommend the postcode on tenders.

Sea cocks and other through hull apertures are the responsibility of the Owner and must be checked by the Owner prior to launching.

At the time of launching rigging will be made secure, it is the Owner's responsibility to make sure that any rig adjustments are carried out prior to the boat leaving.

Un-stepping the mast does not include the removal of sails, furling gear, covers, electronics etc., or of un-seizing rigging screws. This will be charged at hourly rates.

Living on board a boat on a permanent basis is not permitted.

The Company reserve the right to double berth if necessary, and to move the vessel to another berth upon giving reasonable notice to the Owner.

Boats must be moored using good quality rope. Half tide or channel mooring strops must be supplied and maintained by the boat Owner.

Vessels with mast (s) in place are more at risk in severe weather conditions. Owners are strongly advised to remove mast (s) for winter storage.

All Sails and dodgers must be removed from vessels laid up ashore.

All craft on trailers left in care must be immobilised and any attached outboard motors must be fitted with anti-theft device in addition to normal method of attachment.

Whilst boats are ashore, no person is allowed to climb the mast or be hoisted aloft.

Engines must not be started whilst the boats are ashore.

If boats are stored undercover, with the exception of boats stored indoors, all of the petrol is to be drained from the tanks.

All rubbish, including discarded paint and solvent tins, must be disposed of in the correct bins.

No welding, work with naked flames, other hot-works, or spray painting must take place without prior permission from the marina office.

No smoking in any buildings or boats.

Only marina staff are allowed to move boat shores, for whatever reason.

LOA is length overall of the boat including davits, bowsprits, boarding ladders, stern drives, tenders, outboards, rudders, anchors, pulpits, pushpits and any other extensions fore and aft of the boat.

The customer and any other person entering any part of our premises and/or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk. No unaccompanied or unsupervised children.

Owners of vessels must provide own forms of suitable access onto their vessels once ashore. The Company will not provide any ladders or staging.

Ladders or Staging that are not of a suitable nature will be removed on Health & Safety grounds and may be destroyed.

The Company would advise against the keeping of boats afloat during the winter and is unable to accept responsibility to boats so left.

No sub-contractor will be allowed to carry out any works on any boat in the marina without producing a copy of their Public Liability Insurance to the sum of minimum £2,000,000. All sub-contractors must sign in (before commencing any works) and sign out on a daily basis at the marina office.

The Company reserve the right to charge for the handling of fin and skeg boats and catamarans on an hourly rate if they should prove to be particularly difficult to handle.

When repairs, alterations or similar work has been carried out by the Company or its authorised sub-contractors the payment for such work shall be made in full before the boat is removed from the Company's custody.

No private or off-site Broker's 'For Sale' notices may be displayed on craft kept on the Company's property without prior approval of the Manager.

Any boat sold whilst on the Company's property shall incur a fee of 1% of the selling price, plus VAT, whether it is sold privately or through off-site Brokers.

All boats whether on a swinging mooring, pontoon berth or ashore must have the required boat insurance to the sum of £2,000,000. Owners may be asked to produce a copy of their insurance certificate.

Owners, their crew, families and any other personnel visiting their boat or the marina, do so at their own risk.

Any cars parked at the marina do so at their own risk.

Dogs must be kept on a lead and under control at all times and fouling of pontoons or the communal areas must be cleaned up immediately.