

# TERMS AND CONDITIONS *of* BERTHING



SHEPPERTON MARINA  
— † † † † † —

*The* BEST KEPT SECRET *on the* THAMES

# MOORING & STORAGE LICENCE ~ TERMS AND CONDITIONS



The following terms and conditions are taken from the Yacht Harbour Association's general regulations and conditions of berthing. They have been designed with the greatest care and with the sole aim of protecting in law the proper rights of both the Company and the Licensee. The Licence also protects Licensees other than the signatory holder, particularly in regard to the clauses relating to noise and nuisance where the beauty, peace and tranquillity require special protective measures. The document constitutes a Licence and under no circumstances does any form of Landlord and Tenant relationship arise hereunder.

The Licensee also agrees to abide by the Special Conditions, which we consider are necessary to cover the special situations that may arise in our Marina. **Where these conditions are at variance, the Special Conditions will apply.**

## GENERAL CONDITIONS

### 1. DEFINITIONS

Where the following words appear in these Terms & Conditions they shall have these meanings:

**Company** shall mean the Company or any of its Agents to whom the application for berthing is made which may be one or more of its Associated Companies, Concessionaires, Tenants and Assignees for the operation of the Boat Repair Yard, Brokerage or other Harbour Facility.

**Harbour** shall include a Yacht Harbour, Marina, Mooring or any other facility for launching, navigating, mooring or berthing a Vessel.

**Premises** means all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, jetties, quays, piers, mud berths, sheds, lofts, workshops, hard standing, roadways and car parks.

**Owner** shall include any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the Company.

**Vessel** shall include any form of craft, boat, ship, yacht, dinghy, multi hull, or other marine structure, which is in the care, and control of the Owner.

**Length Overall (LOA)** means the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent.

**Berth** means the space on water or land from time to time allocated to the Owner by the Company for the Vessel during the term of this Licence.

**Alongside Berth** means a berth where a Vessel of appropriate draught may be secured, with access to the shore without the need for a dinghy or tender.

**Storage Ashore Accommodation** means the land space temporarily allocated to the Owner from time to time by the Company for the storage ashore of the Vessel during the term of the Licence.

**Pontoon** means a moored and decked floating structure providing landing or mooring facilities.

### 2. THE LICENCE

**2.1** Berths at the Harbour or Premises shall be licensed for the periods and at the rates of charge from time to time published by the Company at its Premises and in force at the commencement of this Licence. Details of the charges applicable to the Berth at the beginning of the Licence will be given to each Licensee at the time that the Licence is granted.

**2.2** This Licence shall not be automatically renewed but will end at the conclusion of the period agreed if not terminated sooner by the Company or by the Owner under the provisions of Clauses 8 or 10.

### 3. LIABILITY, INDEMNITY AND INSURANCE

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

**3.1.1** The company shall take reasonable and proportionate steps having regard to the nature and scale of its business to maintain security at the Premises, and to maintain the facilities and equipment at the Premises and in the Marina in reasonably good working order. But in the absence of any causative negligence or other breach of duty on the part of the Company, Vessels, gear, equipment and other property are left with the Company at the Owner's own risk and Owners should ensure that their own personal and property insurance adequately covers such risks.

**3.1.2** The Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless it shall have been expressly engaged to do so by the Owner on commercial terms. Similarly, the Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident for which the Company is not responsible. However, the Company reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so, it shall be entitled to charge the Owner concerned on a normal commercial charging basis (and, where appropriate, to claim a salvage reward).

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

**3.1.4** The Owner shall, and shall procure that his crew and members of his family comply with all applicable laws when using the Company's Marina and Premises.

### 4. CHANGE OF DETAILS

**4.1** The Owner must supply to the Company in writing, details of the Owner's home address. This address must be a different address to the Marina. The Owner shall be obliged to produce evidence to the Company of such home address within 7 days of a request to do so.

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

### 5. BERTH ALLOCATION

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

### 6. PERSONAL NATURE OF THE LICENCE

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

**6.2** Within seven days of any agreement for the sale, transfer or mortgage of a Vessel subject to this Licence the Owner shall notify the Company in writing of the name, address and telephone numbers of the Purchaser, Transferee or Mortgagee, as the case may be.

### 7. USE OF BERTH BY COMPANY WHEN VACANT

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

### 8. TERMINATION BY COMPANY

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

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

**8.1.2** If the Owner fails to remove the Vessel on termination of this Licence (whether under this Condition or otherwise), the Company shall be entitled:

- 8.1.2.1** to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination of this Licence and the actual date of removal of the Vessel from the Harbour and Premises and/or
- 8.1.2.2** at the Owner's risk (save in respect of loss or damage caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Harbour and Premises and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative berthing fees.
- 8.1.3** Any notice of termination under this Licence shall, in the case of the Owner, be served personally on the Owner or sent by Email, registered post or recorded delivery service to the Owner's last known address and in the case of a company shall be served at its principal place of business or registered office.
- 9. RIGHTS OF SALE AND OF DETENTION**
- 9.1** Where the Company accepts a Vessel, gear, equipment or other goods for repair, refit, maintenance or storage the Company does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on the Company in circumstances where a customer fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until the Company has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:
- 9.1.1** Goods for repair or other treatment are accepted by the Company on the basis that the customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out.
- 9.1.2** The Company's obligation as custodian of goods accepted for storage ends on its notice to the customer of termination of that obligation;
- 9.1.3** The place for delivery and collection of goods shall be at the Company's Premises unless agreed otherwise. Advice regarding the Act may be obtained from the Citizens Advice Bureau, Law Centre or any firm of Solicitors
- 9.2** Maritime Law entitles the Company in certain other circumstances to bring action against a Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other property.
- 9.3** The Company reserves a general right ('a general lien') to detain and hold on to the Owner's Vessel or other property pending payment by the Owner of any sums due to the Company. If the Licence is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination or expiry of this Licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Harbour and Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example, a letter of guarantee from a Bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.
- 10. TERMINATION BY OWNER**
- 10.1** An Annual Licence may be terminated on 16 weeks' written notice by the Owner to the Company. A six-month Licence may be terminated on 8 weeks' written notice by the Owner to the company. Following such notice the Company shall prepare an account of:
- 10.1.1** All sums owed by the Owner in respect of services or facilities used up to the intended date of departure of the Vessel, and
- 10.1.2** The charge that would have been payable by the Owner to the Company in respect of this Licence if the original term of this Licence had ended on the date of expiry of the Notice of Termination., less
- 10.1.3** The sum actually paid by the Owner to the Company in respect of this Licence. Where the balance is in favour of the Company, the Owner shall be required to pay the balance before removal of the Vessel from the Harbour or Premises and where the balance is in favour of the Owner, the Company shall pay it to the Owner upon departure of the Vessel from the Harbour or Premises.
- 10.2** Mooring contracts for periods of less than six-months are non-refundable.

## GENERAL RULES

### 11. VESSEL MOVEMENTS

- 11.1** The Company reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Harbour and Premises.
- 11.2** A copy of the Company's scale of charges for Vessel movements will be provided to the Owner before they enter into an Agreement with the Company. Where a specific date or tide range for re-launch of the Vessel has been agreed between the Owner and the Company at the time of slipping or lifting out (or arrival by land) this charge alone will be payable for the launch. However where the Owner requests a different date or tide range the Company reserves the right to charge the Owner for the cost of moving other Vessels to gain access to the launch point and for any attendant expenses, such as crane hire. The Company will provide the Owner with an estimate of such costs and charges prior to incurring them.
- 11.3** Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed adequate warps and fenders for the Vessel shall be provided by the Owner.
- 11.4** No Vessel, when entering or leaving or manoeuvring in the Harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other Vessels in the Harbour.
- 11.5** **Advisory note:** Owners, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and byelaws of Harbour and navigation authorities and the requirements and powers of regulatory authorities, including but not limited to the Maritime and Coastguard Agency and The Health and Safety Executive; there are criminal penalties for the breach of such restrictions, requirements and byelaws.

### 12. COMMERCIAL USAGE

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

### 13. STORAGE

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

### 14. PARKING

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

### 15. MARINA AND PREMISES REGULATIONS

- 15.1** The Owner shall at all times observe the Company's Terms & Conditions and in particular:
- 15.1.1** The Owner shall provide and maintain at least one fire extinguisher, which is approved and manufactured to EN3 standards for portable fire extinguishers, and ensure it is fit for purpose for the Vessel and ready for immediate use in case of fire.
- 15.1.2** Owners shall refuel only at the designated fuelling berth and are to vacate the berth when the fuelling operation is completed. Where fuel is required to be transferred in portable containers, the Company reserves the right to refuse the use of any container deemed unfit for the purpose.
- 15.1.3** Owners shall be prohibited from the discharge of sewage within the Marina; such discharge may result in termination by the Company of this Licence and ejection of the Owner from the Marina.
- 15.2** The Company shall supply the Owner with a copy of the Terms & Conditions current at the time of application for a Licence. The Company reserves the right to introduce new Terms & Conditions on grounds of legal requirement or for the safety or security or good management of the Harbour or Premises and to amend such Terms & Conditions as from time to time shall be necessary. Such Terms & Conditions and any amendments to them shall become effective on being displayed on the Company's public notice board or other prominent place at the Company's Premises, and the Company shall have the same rights against the Owner for a breach of the Terms & Conditions as for a breach of the terms of this Licence.
- 15.3** **Advisory note:** Owners, their guests and crew are advised that their conduct and that of their Vessels is likely to be regulated and governed at various times by statutory, local authority and Harbour regulations which may be more extensive than those of the Company and the breach of which may result in criminal penalties.

### 16. ACCESS TO PREMISES/WORK ON THE VESSEL

- 16.1** Subject to Clause 16.2 no work shall be done on the Vessel, gear, equipment or other goods while on the Premises without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family not causing nuisance, or annoyance to any other customer or person residing in the vicinity, nor interfering with the Company's schedule of work, nor involving access to prohibited areas.
- 16.2** Prior written consent will not be unreasonably withheld where:
- 16.2.1** The work is of a type for which the Company would normally employ a specialist subcontractor; or
- 16.2.2** The work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates.
- 16.3** Notwithstanding the foregoing, during periods of work by the Company on the Vessel, neither the Owner nor his invitees shall have access to the Vessel without the Company's prior consent, which shall not be unreasonably withheld.
- 17. HEALTH, SAFETY AND THE ENVIRONMENT**
- 17.1** Attention is drawn to the Company's Health, Safety and Environmental policy as set out in this document. The Company shall supply the Owner with a copy of the Policy current at the time of application for a Licence. Any amendments shall be displayed on the Company's public notice board or other prominent place at the Company's Premises and further copies shall be available on request. The Owner, his regular crew, members of his family and/or any person or company carrying out work on the Vessel, with the permission of the Company, must comply with the Company's Health, Safety and Environmental Policy.
- 17.2** The Owner, his crew, members of his family and any person carrying out work on the Vessel is responsible for reporting to the Company all accidents involving injury to any person or damage to any public or private property that occur in the Harbour or on the Premises as soon as possible after they occur.
- 17.3** No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Harbour or Premises so as to cause any nuisance or annoyance to any other users of the Harbour or Premises or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the Vessel that they shall not behave in such a way as to offend as aforesaid. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.
- 17.4** No refuse shall be thrown overboard or left on the pontoons or car parks or on any other part of the Premises, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's Harbour and Premises. The Company's further directions regarding waste management shall be posted on the Company's Public Notice Board or other prominent place and copies will be available from the Company on request.
- 17.5** The Owner shall, and shall procure that his crew and members of his family comply with all applicable laws when using the Company's Marina and premises.
- 18. LAW & JURISDICTION**
- 18.1** This Licence and any non-contractual obligations arising out of, or in connection with, this Licence shall be governed by and construed in accordance with English law.
- 18.2** Each of the parties irrevocably agrees that any and every dispute (and any non-contractual obligations, as aforesaid) arising out of or in connection with this Licence shall:
- 18.2.1** If one party acts as consumer (meaning a natural person acting for purposes outside of a trade, business or profession), be subject to the non-exclusive jurisdiction of the English courts; or
- 18.2.2** Where no party acts as consumer, be subject to the non-exclusive jurisdiction of the English Courts
- 19. DISPUTE RESOLUTION SCHEME**
- 19.1** The BMF and the RYA recommend that disputes arising out of or in connection with this Licence, when they cannot be resolved by negotiation, be submitted with the written agreement of the parties, to mediation under the BMF's Dispute Resolution Scheme. Details of the Scheme are available at [www.britishmarine.co.uk/drs](http://www.britishmarine.co.uk/drs)

## **SPECIAL CONDITIONS**

### **1. CONTRACTORS**

The Licensee shall not permit any outside surveyor, broker, agent, contractor, tradesman or workman to enter the premises or moorings of the Company for any purposes whatsoever without obtaining the prior written consent of the Company. If such consent is granted such surveyor, broker, agent, contractor, tradesman or workman must report to the Marina Office with proof of public liability insurance and professional indemnity insurance prior to any work being carried out and on a daily basis thereafter until the work has been completed.

### **2. CONTRACT AND TERMS AND CONDITIONS**

- a) All moorings and sites are contracted subject to the Terms and Conditions above accompanying the contract and these special conditions.
- b) Any amendments to the special conditions shall become effective on being displayed at the Company's offices.
- c) Contracts commence on the agreed start date and run for a period of 12 or six months. As the name implies, the contract is a legal and binding document for the period.
- d) Licensees are advised to carefully read the Terms and Conditions and Special Conditions herein prior to signing their contract. All conditions are available from the Marina Office upon request.
- e) Disorder, depredation or indecorous conduct by a Licensee or his guest or visitors shall be cause for cancellation of mooring contract.
- f) No private or trade advertising (signs, notices etc.) is permitted on the Company's marina or premises unless with previous written consent of the Company, which may be withheld at its sole discretion. No Owner will be permitted to display a 'For Sale' notice on any vessel.
- g) The Owner agrees and acknowledges that from time to time the Company may be required to give the owner's details to certain statutory third parties (such as but not restricted to navigation authorities) however the Company undertakes not to give the Owner's details out to any other third party (except where obliged by law to do so).
- h) The Owner agrees that the Company may from time to time send the Owner newsletters and / or mailings relating to the normal business of the marina or its tenants (such purpose restricted to matters concerning the Owners vessel or normal marina business).
- i) The Company will not be liable for delays or failures to perform its duties under this agreement if these are the consequence of causes or circumstances beyond its reasonable control (including but not limited to acts of God, war, riot, civil disturbance, terrorism, acts of government, strikes, fire, flood, power failure or communications failure).

### **3. ELECTRICITY**

- a) No guarantee is given by the Company for the continuous supply of electricity and other services within the Company's harbour. The Owner is responsible for the consequences of a discontinued electricity supply and shall take all necessary precautions assuming that a continuous supply of electricity is not maintained. Mains electricity is only available to boats with a properly equipped and protected ring-main installation. The Owner shall observe all statutory and local regulations relative to electricity in or upon their vessel.
- b) The Owner shall not leave any electric fan or incandescent heater in operation aboard the vessel while the vessel is unoccupied.
- c) The Company reserves the right to disconnect or discontinue the shore supply to the Owners vessel in the case of overloading, persistent earth tripping, or for fault finding purposes.
- d) The Company reserves the right to charge to the Owner the costs of any repairs or replacements to the Marina electrical system necessitated to any damage caused by the Owner or their vessel whether accidental or otherwise.
- e) The Owner undertakes to pay the Company for all electricity consumed at the Company's premises whether supplied by meter, metered lead, pre-payment card or flat-rate charge at the price published from time to time by the Company and displayed at the marina office. This charge may alter without notice as supply costs alter. Charges for electricity supplied will include standing charges, monthly demand charge, capacity charge, climate change levy, repair and renewal costs, NICEIC certification costs, maintenance costs, and administration costs. Electricity is supplied in accordance with OFGEM regulations.
- f) The Company reserves the right to disconnect the Owner's vessel should any account for the supply of electricity remain unpaid after 28 days or in the event that the Owner does not comply with the terms of conditions (66) to (70) above.
- g) The annual electricity service charge will be charged to ALL moorings with this facility.
- h) A limited electricity supply is available on the hard standing for the use of power tools only.

#### **4. KEYS**

The Licensee shall deposit with the company a set of keys relating to the Vessel under Licence.

#### **5. LENGTH OF BOAT CALCULATION**

For record and accounting purposes:

- a) All craft with outboard engines, outdrives/sterndrives or bathing platforms will have a minimum of 0.75 metre added to the hull length.
- b) All craft with davits on the transom will have a minimum of 1.50 metres added to the overall length of the boat, irrespective of carrying a tender.
- c) The calculated length of the boat is the length of the hull overall from the foremost to the aftermost extremity plus the addition of notes a) or b) above, whichever is the greater where applicable.
- d) 1 metre shall be calculated at 3.28 feet.
- e) All measurements will be rounded up to the nearest 0.25 metre.
- f) The Company reserves the right at any time during the period of this agreement to measure the Owner's vessel and to charge additional berthing fees should the length overall exceed that stated in this agreement. The overall length of the vessel will be calculated over all accessories and fixings, for example; outboard engines, sterndrive units, bathing platforms, pulpits and davits.

#### **6. LIABILITY**

- a) Any damage to any part of the grounds, fixtures or fittings of Shepperton Marina caused by the Licensee, their invitee or pets shall be the responsibility of the Licensee and made good to the satisfaction of the Company or reasonable compensation shall be paid for any damage.
- b) The Licensee shall ensure that no pollution of any nature emanates from the Vessel and only the Elsan disposal points provided shall be used for the emptying of portable toilets and these shall be used for this purpose only. Where pollution occurs, the Licensee will be responsible for the costs of all remedial and decontamination work.
- c) All Licensees are reminded that they should maintain adequate Third Party insurance with a minimum sum of £2,000,000 required for the duration of this Licence. Shepperton Marina will require to see a copy of the insurance at the time of renewing your contract.
- d) The Licensee is responsible for maintaining the appearance and condition of their boat in a condition acceptable to the Company.
- e) If in the Company's opinion such be necessary for the safety of the vessel or for the safety of other users of the marina or premises or for their vessels or for the safety of the Company's marina, premises, plant or equipment, the company shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such moorings, re-berthing, movement, boarding, entering or emergency work arises from the negligence of the Company or those for whom the Company is responsible, the Company's reasonable charges therefore shall be paid by the Owner.
- f) If in the Company's opinion the condition of the vessel has been left to deteriorate to such an extent that it is detracting from the enjoyment of other berth-holders or poses a threat to safety or navigation within the Marina the owner shall be asked to clean and or maintain the vessel and if such cleaning or maintenance is not carried out then the company reserves the right to carry out or to instruct to have carried out such cleaning. Maintenance or lifting ashore or such to be at the Owners expense.
- g) The Owner shall maintain the vessel's engines and machinery in a good working condition at all times.
- h) The Owner shall not leave any electric fan or incandescent heater in operation aboard the vessel while the vessel is unoccupied.

#### **7. MOORING ALLOCATION**

- a) In all cases the allocation of moorings shall be at the sole discretion of the Company although the Company will use reasonable endeavours to accede to a request for a particular mooring.
- b) The amount of space allocated for a mooring to each Licensee shall be determined by the Company in accordance with their normal practice and the decision of the Company shall be final.
- c) Vessel shall be berthed or moored by the Owner in such a manner and position as the Company may require and adequate warps and fenders shall be provided and fitted by the Owner.

#### **8. ENVIRONMENT AGENCY LICENCE**

All boat owners are reminded that any Vessel on the Thames including those moored within Shepperton Marina must be licensed with the Environment Agency. A Licence application form may be obtained from the Marina Office.

#### **9. PAYMENT**

- a) Payment of mooring fees is to be made two weeks in advance by a single payment either by cash, cheque, credit or debit card or bank transfer.
- b) Payment of mooring Licence fees must be made prior to moving a boat onto a mooring.

#### **10. RENEWAL**

- a) Where the term of this Licence is six months or more:
- i) The Company shall, not less than 30 days before the Termination Date, notify the Owner of the berthing fees payable in the Marina for the 12 or six month period commencing immediately after the Termination Date.
- ii) The Owner shall notify the Company within 30 days after the date of such notice if he wishes to enter into a new berthing Licence stating the desired period thereof and the Vessel for which the berthing Licence is sought and the Company shall use its reasonable endeavours to accommodate the Owner in this regard.
- iii) If the Company does not receive notice pursuant to condition ii) from the Owner, the Company gives no assurance that a berth will be available to the Owner.

#### **11. REFUNDS**

- a) Moorings are let for the period specified in the Moorings Licence and Invoice.
- b) Mooring fees and electricity service charges cannot be refunded or credit given for non-use of berths.
- c) Contracts are not transferable.

#### **12. RESIDENTIAL**

- a) Under no circumstances shall boats be used for permanent residential purposes. The Company reserves the right to request a copy of the Owner's current council tax bill to verify the residency status of the Owner or Occupier, whenever required.
- b) The Licensee shall not permit more than the number of persons that the boat was originally designed to accommodate to use or occupy the boat for non-permanent residential purposes. For this purpose two children under the age of five shall count as one person.
- c) The erection of any washing line or the hanging of washing from any craft is strictly prohibited.

#### **13. SAFETY OF MOORING**

Any warps, fenders or other mooring devices which in the opinion of the Company prejudice the safety of the Vessel in or upon the Marina may be replaced by the Company and charged to the account of the Licensee.

- a) No items of boats, gear, fittings or equipment, supplies, stores or alike shall be left upon the pontoons, jetty's, bankside or car parks. No item of any description (for example but not limited to aerials, antennae, fenders, cleats, statues etc.) shall be fixed to the pontoon, jetty's or bankside by the Owner. Such items are liable to immediate removal and disposal by the Company at the Owners expense.
- b) The Owner may not use any part of the Company's premises for the purpose of lighting BBQs with the exception where available of specific BBQ areas designated at the Company's discretion. BBQs must not be lit on pontoons or aboard vessels.
- c) No guarantee is given by the Company as to water levels within the Company's marina and the Owner is responsible for any consequence of fluctuating water levels. The navigation authority's policy is to maintain water within a stated range except in flood or low flow conditions when water levels may exceed the stated range.

**14. SALE OF BOATS**

The Licensee shall, in the event of a private sale of this boat, declare to the Company the gross sale price and remit to the Company upon demand access commission calculated at 1% of the gross sale price plus VAT upon completion.

**15. SUBLETTING**

The subletting of moorings and boats is strictly prohibited. Additionally, in the interest of security, no boat may be used at any time by any person other than the Licensee or his immediate family except by prior arrangement with the Company.

**16. TEMPORARY MOORINGS, HARD STANDING & STORAGE**

- a) Six-month moorings are offered at the annual rate published herein plus a charge of approximately 10%.
- b) Temporary moorings over 4 weeks' duration but less than six-months, are offered at the annual rate published herein plus a charge of approximately 22%.
- c) Temporary moorers may be asked to move should their berth be required by a permanent moorer.
- d) For any mooring or hard standing of less than 12 months' duration, the Company will require current credit/debit card details of the Licensee, which may then be used for payment over and above the original contracted term at our published daily rate.
- e) Vessels stored ashore will be launched or put afloat in such sequence as to avoid moving other vessels for this purpose and also so as to make the most economical use of the facilities at the Company's disposal at the Owners request, the Company will, if possible, launch his vessel but the cost of moving other vessels for this purpose and / or any attendant expenses must be paid for by the owner. The basis of such charges is available to the owner on request.
- f) Vessels stored ashore on chocks or cradles may only be moved by the Company or have such chocks, block, cradles or other supports moved or adjusted by the Company.
- g) The Owner shall ensure that the vessel is prepared and ready for launch and shall further ensure that the vessel is checked for integrity and safety as soon as it is put afloat.

**17. TENDERS/SMALL CRAFT**

- a) Tenders to all craft subject to a valid Shepperton Marina mooring Licence are to be kept on davits (where fitted) or aboard the parent craft. They may not be left in the water, adjacent to the parent craft, on the bank or on the pontoons.
- b) The Company asks that; except for access, all dinghy and small craft owners avoid the Marina Basin, which can be extremely dangerous when large craft are manoeuvring.

**18. PETS**

Anyone who brings pets to Shepperton Marina, especially dogs, must keep them under the strictest control in order not to cause nuisance to others or to cause damage to the marina. For reasons of hygiene, dog owners must clean up after their dogs. Dogs must be kept on a lead at all times.

**19. VEHICLES IN THE MARINA**

- a) STICKERS. All cars must display an identification sticker provided free of charge from the Marina Office.
- b) CAR PARKS. There are car parking areas adjacent to Basin A and Basin B. Licensees are asked not to park on the access road to Basin B, on the quayside or on the grass verge.
- c) SPEED LIMIT. For every good reason including the safety of Licensees, the Marina speed limit is 5 mph.
- d) LEARNER DRIVERS. No one may have charge of a motorised vehicle on the Company's premises unless they hold a current driving licence and are fully insured. Driving tuition is not permitted on the Company's premises.
- e) MAINTENANCE. No maintenance work or cleaning shall be carried out to any motor vehicle whilst on the Company's premises except for emergency repairs with the express permission of the Company.
- f) MOTOR CYCLISTS. When driving on the Company's premises, motorcyclists should wear full headgear and keep within the speed limit. Motorcycles may only be used for access to and access from the Marina.
- g) All vehicles on the Company's premises must be fully taxed and insured.
- h) The Owner shall not park or store any motor vehicle on or at the Company's premises other than during periods when the Owner is aboard their vessel. No motor vehicles shall be parked or stored on or at the Company's premises for any period in excess of fourteen days unless the Owner is away from the Marina cruising aboard the vessel.

**20. FISHING IN THE MARINA**

Fishing in the marina is prohibited.

**HEALTH & SAFETY AND ENVIRONMENTAL POLICY**

- 1. Shepperton Marina makes every effort to keep the marina and the grounds safe, but it is very important that moorers do not do anything that is a risk to others – or the environment.
- 2. Moorers are only permitted to undertake small running repairs to their vessels – should work be required to be carried out by a contractor, the contractor must first be registered with the Marina Office (see Clause 1 of Special Conditions).
- 3. The area around the Owner's Vessel must be kept neat and tidy with no objects or cables/hoses to be left on the pontoons.
- 4. All fuel cans must be stored in a safe manner out of the reach of children.
- 5. All general waste must be disposed of in the correct manner and in the receptacles provided.
- 6. All waste oil must be placed in the waste oil tank in the Basin A car park. The key to use this facility may be obtained from the marina office.
- 7. All waste batteries must be removed from the site and disposed of in a safe manner.
- 8. Waste/fuel must never be discharged into the water.
- 9. Sewage must never be discharged into the water. Pump out and Elsan disposal points are located within the marina.
- 10. Davits and/or tenders must not overhang the pontoon/walkways.
- 11. All dogs must be kept under the strictest control in order not to cause nuisance to others or to cause damage to the marina. For reasons of hygiene, dog owners must clean up after their dogs. Dogs must be kept on a lead at all times.
- 12. All accidents – either to a person or to other Vessels – must be reported to the Marina Office.
- 13. **If you see anything that you feel is a danger to you or your fellow moorers – please report the facts to the Marina Office as soon as possible.**