



CAMPBELL WHARF MARINA

TERMS & CONDITIONS

These Conditions relate to the use of Campbell Wharf Marina which is owned by The Parks Trust. The Parks Trust has appointed Geomac Limited as the Marina Manager to manage and operate the day-to-day business of Campbell Wharf Marina on its behalf. These Conditions form part of the contract between the Owner and the Marina Manager.

These Conditions supersede any previously issued terms and conditions.

The Marina Manager may amend these Conditions from time to time and shall inform the Owner of any such amendments to these Conditions in writing or otherwise by making these Conditions available on the website of the Owner.

1. DEFINITIONS

Where the following words appear in these Conditions, the Mooring Licence and the Policies they shall have the following meanings:

Berth means the space on water or land within the Marina Premises allocated to the Vessel by the Company from time to time during the duration of Mooring Licence.

Berth Charge means the charge applied and payable by the Owner based on the length and width of the Vessel. The minimum Vessel length is 35 feet (10.66 metres) unless otherwise agreed in writing by the Marina Manager. The sizes are calculated according to the overall length of the space occupied by the Vessel, including bow or stern fittings, out-drives or transom hung ladders, and any fore or aft projections, temporary or permanent, as measured and confirmed by the Marina Manager.

Conditions means these terms and conditions.

End Date means the end date of the Mooring Licence as specified in the Mooring Licence (unless terminated earlier).

Facility means the type of berthing or mooring to be provided by the Marina Manager to the Owner in relation to the Vessel as set out in the Mooring Licence.

Force Majeure Event means an event or sequence of events outside of the reasonable control of the Marina Manager including, but not limited to: an act of God; any government requisition, control, sanction, intervention, requirement or interference; any circumstances arising out of war, threatened act of war or warlike operation, act of terrorism, sabotage or piracy, or the consequence of such circumstances; riot, civil commotion, blockade or embargo; epidemic, pandemic or equivalent public health emergency; earthquake, landslide, flood, or extraordinary weather condition; strike, lockout or other industrial action.

Land Owner means The Parks Trust.

Marina Manager means Geomac Limited as identified in the Mooring Licence, including its associated companies and/or agents or assignees.

Mooring Licence means the contract between the Marina Manager and the Owner for the provision of the Facility, which incorporates these Conditions.

Mooring Licence Fee means the Service Charge and the Berth Charge as specified in the Mooring Licence (and reviewed and increased annually), as well as any other fees specified in the Mooring Licence from time to time.

Marina means the marina, mooring or any other facility for recovering, mooring or berthing vessels, which is owned by the Land Owner and operated by the Marina Manager.

Marina Premises means the Marina and all the associated land and buildings occupied by, under the control of or managed by the Land Owner or the Marina Manager, including bridges, pontoons, jetties, quays, piers, walkways, roadways and carparks.

Maritime Law means the laws and regulations that govern activities and disputes occurring on navigable waters including seas, oceans and other bodies of water.

Office means the office of the Marina at Frobisher Gate, Newlands, Milton Keynes, MK15 0DW.

Owner means the person or organisation specified in the Mooring Licence.

Policies mean those policies and regulations (if any) made by the Marina Manager and/or the Land Owner and as amended from time in accordance with clause 18 of these Conditions, which the Marina Manager and/or the Owner in their absolute discretion, considers necessary to enable the Marina Manager or those using the Marina Premises to comply with applicable legal requirements or for the safety or security or good management of the Marina Premises.

Service Charge means the charge applied and paid by the Owner in connection with the use of the communal facilities available at the Marina.

Start Date means the start date of the Mooring Licence as specified in the Mooring Licence.

Vessel means the vessel identified in the Mooring Licence.

2. THE MOORING LICENCE

- (a) In consideration for the Owner paying the Mooring Licence Fee, the Marina Manager agrees to provide to the Owner the Facility in the Marina Premises in relation to the Vessel for the duration of the Mooring Licence.
- (b) The Mooring Licence will start on the Start Date and will end on the End Date specified in the Mooring Licence, unless terminated sooner. The Mooring Licence does not start until the Start Date, irrespective of if a deposit is paid earlier than the Start Date. The Marina Manager is entitled to return any deposit and refuse at their discretion to issue a Mooring Licence or immediately terminate a Mooring Licence not yet commenced pursuant to the Start Date. The Mooring Licence does not automatically renew and will be reviewed by the Marina Manager at the End Date specified in the Mooring Licence and be at the sole discretion of the Marina Manager as to whether a further Mooring Licence is issued.
- (c) The physical layout of the Marina Premises and the operational requirements of the Marina Manager are such that the Marina Manager must retain absolute discretion as to the utilisation of space within the Marina Premises. Nothing in the Mooring Licence or these Conditions entitles the Owner to the exclusive use of any particular space within the Marina Premises. The service provided by the Marina Manager pursuant to the Mooring Licence is accordingly merely a Mooring Licence to occupy whichever Berth may be from time to time allocated to the Vessel by the Marina Manager.
- (d) The Marina Manager is entitled to make use of the Berth whilst it is left vacant by the Owner.
- (e) The Mooring Licence is personal to the Owner and relates to the Vessel described in the Mooring Licence. The Owner may not transfer, assign or sub-let the Mooring Licence to any other third party. The Owner shall not share any access codes used for the Marina Premises. The Owner may not use the Berth for a vessel

other than the Vessel, either temporarily or permanently, without the prior written consent of the Marina Manager.

- (f) The Owner shall be responsible for payment of all fees and charges and shall be liable for any breach of these Conditions.

3. FEES AND CHARGES

- (a) All mooring fees are to be paid in advance according to the relative mooring rate tariff on the date stated on the Mooring Licence. If the Marina Manager has not received the mooring fees within seven days of the due date a **£30.00** late payment fee will be charged for each late payment.
- (b) Mooring fees may be paid in person through the Office, over the telephone or by standing order using the Owner's berth number and surname or organisation name as a reference. All payments are cashless. The payment date for the mooring fee shall be the first working day of each month, and if such date is not a working day then the subsequent working day after such date.
- (c) A non-refundable deposit of £250 for a narrow boat and £500 for a wide beam boat is payable to reserve a Facility for a maximum reservation period of 2 months. Payment of a deposit or the taking up of a Facility means acceptance of these Conditions, and on arrival after such reservation a 3-month probationary period will commence.
- (d) Frequent late payments will result in the Owner being served with one months' written notice to vacate the Marina.
- (e) All mooring fees (including the Berth Charge and Service Charge) are payable in full at the commencement of your Mooring Licence.
- (f) All mooring fees are inclusive of VAT at the current rate.
- (g) The Berth Charge and the Service Charge, as varied from time to time, are calculated according to the length of the Vessel, the period of the Mooring Licence, frequency and methods of payment and any other applicable charges. The Berth Charge and the Service Charge shall be reviewed annually and any increase shall take effect from 1st April.
- (h) Details of all additional charges for facilities and services offered at the Marina or work undertaken are available from the Office and are incorporated into these Conditions by reference. Charges (other than your mooring fees which are agreed with you for the full term of your Mooring Contract) may be reviewed and varied by the Marina Manager at any time without notice.
- (i) Any wide beam Vessels that take up two or more mooring spaces shall pay an additional Berth Charge for each additional mooring space used.
- (j) Payments to the Marina Manager may be made by bank transfer, standing order, credit or debit card (excluding American Express).
- (k) The Marina Manager reserves the right to exercise a general lien upon the Vessel and/or property belonging to the Owner whilst at the Marina until such time as any money due from the Owner to the Marina Manager in relation to your Vessel is paid. This applies whether such money is due (without limitation) on account of mooring fees, charges for services or supply, administration charges, legal costs or otherwise. If the lien remains unsatisfied for the specific period of time notified to the Owner by the Marina Manager, the Owner's Vessel or property may be sold, and the proceeds of the sale used to satisfy the monies owed. The remaining balance, less all cost of sale, will be remitted to the Owner. The Marina Manager reserves the right to remove the Vessel from the Marina without prior notice should monies remain owed. If a balance remains outstanding and owing by the Owner the Marina Manager and/or the Land Owner reserves the right to pursue the Owner to recover any outstanding balance plus the reasonable costs of the Marina Manager and/or Land Owner for such recovery. If the Owner owes any amounts which are outstanding for more than three months then the Marina Manager can terminate the Mooring Licence with immediate effect.

(l) Payments due under these Conditions or the Mooring Licence shall be made without counterclaim, deduction or set-off. All sums due are required to be paid by their due date. An administration charge of £30 (see above) plus VAT (where applicable) per letter may be levied by the Marina Manager or its advisors by writing to the Owner in connection with an account which has been overdue for one month or more. In addition to the administration charge (if levied) the Owner will be liable for the payment of interest on any sums outstanding for more than one month at a rate of 8% per annum from the date such sum became due until the date of payment (whether before or after judgment). The Owner will indemnify the Marina Manager in respect of all reasonable fees and expenses incurred by the Marina Manager, including legal fees and expenses, in relation to the recovery by the Marina Manager of payments due under the Mooring Contract.

(m) The Marina Manager may use its discretion to refund any payments made to it.

4. REQUIREMENTS AND OPERATION OF VESSEL

(a) All Vessels must have a valid and current Canal and River Trust Licence, Boat Safety Certificate, and insurance details provided to the Marina promptly on arrival at the Marina. Details of the Owner's address and contact telephone number must be promptly supplied to the Marina Manager on arrival at the Marina and such address cannot be the Marina Premises.

(b) The Owner must notify the Marina Manager in writing (which includes by email) of any change of name of the Vessel or change of address or telephone number of the Owner, within 7 days of such change taking place.

5. MARINA SPECIFIC REQUIREMENTS

(a) All visitors must report to the Marina office on arrival.

(b) The main barrier gate is electric and is opened using a gate card. There is a charge of a £30.00 deposit for this card, which is refundable once the card is returned.

(c) Please be aware that the main water supply may be turned off depending on the low temperatures, and water will be supplied from a specified water point within the Marina.

(d) A mooring space is not automatically sold or otherwise transferrable with any Vessel, and no for sale signs are to be displayed on any Vessels whilst these are moored at the Marina.

(e) All Vessels must be kept tidy and presentable. Boating equipment such as planks and boat hooks must be secured, and the Owner is responsible for any damage caused by any unsecured items.

(f) Electrical hook ups and hoses to be run by the shortest safest route without forming loops or trip hazards on the pontoons or decking.

(g) The Vessel must be always kept clean and in reasonable repair. Should the Vessel be damaged, then repair works must be carried out as soon as is reasonably possible. Tarpaulins and similar covers are allowed as a temporary cover only, up to a maximum period of four weeks.

(h) Any mechanical devices such as sack barrows, wheelbarrows and trolleys are only to be used with the prior permission of the Marina Manager. If permitted, they must be used in accordance with manufacturer's instructions and guidance and within the limitations of design purpose. Guidance and manuals list safety measures such as that devices should not be used next to a drop off greater than a kerb height etc. They also detail limitations of equipment relevant to weights, gradients etc. All use will be at the user/Owner's risk. The user/Owner should not pose a hazard, risk, or inconvenience to anyone else during the use and storage of devices. The Owner will be responsible for any losses, injuries, or damage and not the Marina Manager.

- (i) Should the fabric of the Marina facility or injury be caused from the use/storage of the devices in any way the user will be responsible for the repair, replacement or correction of any damages or losses.
- (j) Any loaning of a Vessel within the Marina is subject to the prior written consent of the Marina Manager to allow the Marina Manager to monitor people and Vessels leaving or arriving.
- (k) The Owner must always ensure that the Vessel is in a navigable condition (as appropriate).
- (l) All Vessels shall only move at tick-over within the basin. No Vessel shall be navigated in the dark, or in such a manner as to endanger or inconvenience other Vessels or persons.
- (m) The Marina Manager reserves the right at its discretion and without prior notice to the Owner to move any Vessel to an alternative mooring or out of the Marina altogether if deemed necessary.
- (n) Moderately sized television aerials, satellite dishes and wind generators up to 1m high are permitted on the Vessel whilst at the Marina, however the Owner must make every effort to ensure that they are erected in a manner that makes them as inconspicuous as their design allows.
- (o) No guarantee is given as to the water levels within the Marina. The Marina Manager shall not be responsible for any consequence of a fluctuating water level.
- (p) The Owner must ensure that, while moored within the Marina, the Vessel is appropriately secured using such number of fenders of sufficient size and strength and in such configuration as may be appropriate to the Vessel, the mooring, and the anticipated weather conditions. Such fenders shall be provided by the Owner.

6. ZERO-TOLERANCE POLICY

- (a) The Marina Manager's staff and contractors and other users of the Marina are entitled to be treated with dignity and respect at all times and will operate a zero-tolerance policy. Neither the Marina Manager nor the Land Owner will tolerate any discrimination, including but not limited to age, disability, gender identity, marriage and civil partnership status, pregnancy and maternity, race, religion or belief, sex, sexual orientation or class, and whether verbal, physical, in writing or whether under the influence of alcohol or drugs. This zero-tolerance policy will also include aggressive or threatening behaviour or abusive language. In this regard, the Marina Manager will be swift to act in response to any allegations of discriminatory behaviour by an Owner or their visitors.
- (b) The Marina Manager reserves the right to give immediate notice to terminate the Mooring Licence and require the Owner to immediately leave the Marina without any refund as a result of any behaviour in breach of the zero-tolerance policy.

7. LIABILITY, INDEMNITY, AND INSURANCE OBLIGATIONS

- (a) The Owner shall use the marina and its facilities at their own risk. Acceptance of a Facility means that the Owner shall indemnify the Marina Manager against all losses, damages, costs, claims or proceedings, however caused to their Vessel or vehicle or themselves, their servants, agents, crew, visitors, or sub-contractors.
- (b) The Owner is responsible for making sure that their visitors, sub-contractors are aware of and comply with these Conditions.
- (c) The Marina Manager shall not be liable in contract, tort or otherwise, for any loss, theft or any damage of whatsoever nature suffered by you or in relation to your Vessel or any other property belonging to you, your crew, contractors, or visitors, except to the extent that such loss, theft or damage was caused by the negligence of the Marina Manager.

- (d) The Marina Manager shall not be liable for any indirect or consequential losses or damages.
- (e) The Owner must maintain adequate insurance in relation to the Vessel, including third party liability cover for not less than £3,000,000, and cover is to include against wreck removal and salvage where appropriate. The Owner must produce evidence to the Marina Manager of such insurance within 7 days of a request to do so.
- (f) The Marina Manager will not be liable for any loss or damage of whatsoever nature caused by a Force Majeure Event; this extends to loss or damage to the Vessel, its gear, equipment, or other property of an Owner or its visitors whilst in the Marina Premises and to harm to persons entering the Marina Premises and/or using any of the Marina Manager's facilities or equipment.
- (g) The Marina Manager will not be liable for any loss or damage suffered by the Owner as a result of entrance to the Marina or Berths.
- (h) If the Marina Manager is required to salvage the Vessel in order to mitigate contamination or reduce loss, the Marina Manager will be entitled to charge the Owner on a normal commercial charging basis and, where appropriate, to claim a salvage reward.

8. COMMERCIAL & RESIDENTIAL USE

- (a) All moorings at the Marina are non-residential requiring all Owners to leave the Marina for a minimum of 14 nights each year (with a year being calculated commencing on the date of the Mooring Licence). Furthermore, neither the Marina nor the Marina Manager will accept any post or packages for Owners.
- (b) The Owner must not (and must not allow anyone else to) use the Vessel for any commercial or any residential purpose (including sub-letting) while in the Marina Premises. For the avoidance of doubt: use of the Vessel to provide overnight accommodation in exchange for payment or a reciprocal arrangement is deemed to be commercial use; and is not permitted.

9. VEHICLES & PARKING

- (a) The Owner's vehicles such as, large commercial vans, trailers, caravans, motor homes or those used for overnight accommodation are not permitted unless specific authorisation is granted by the Marina Manager.
- (b) Boaters with smaller vehicles must cover up company names and logos on their vehicles when they are parked at the Marina Premises. No vehicle repairs are to be undertaken at the Marina Premises.
- (c) Subject to the availability of parking spaces, only one vehicle per Vessel may be parked within the Marina Premises. There will be a charge payable by the Owner for any additional vehicles. All vehicles must carry a valid MOT certificate and insurance. There is a 5-mph speed limit within the Marina Premises and reverse parking is recommended.
- (d) There are no designated parking spaces for anyone in the Marina Premises (other than for the Marina Manager's staff). There are three spaces for blue badge holders, which can only be used for those Owners holding a valid the blue badge. Parking is available on a first come first served basis. All vehicles parked at the Marina Premises must display a marina "parking permit". These permits will only be issued by the Marina Manager once the make, colour, and registration number of the Owner's vehicle is registered with the Marina Manager. As car parking spaces are limited, all visitors must park safely and legally, outside of the Marina Premises in the local area.

10. ANIMALS

- (a) Owner's may keep domestic animals on their Vessel whilst it is in the Marina, provided the Owner has first given full details of such animal(s) to the Marina Manager and the Marina Manager has consented to each individual animal being kept on the Vessel whilst it is in the Marina.

- (b) All pets (including dogs) must always be on a short lead and kept under control throughout the Marina Premises. If an Owner does not pick up after their pet or if the animal causes annoyance to others such as by barking, the Owner will be asked to leave the Marina and will have their Mooring Licence terminated with immediate effect. The Marina Manager is not responsible for picking up after any pets.
- (c) The Marina Manager reserves the right to require Owners to immediately remove any animal which is causing a danger, disturbance, or nuisance to any other users of the Marina or The Marina Manager.

11. CHILDREN

- (a) Children who are aged 16 years and under and are invited to the Marina by the Owners or its visitors are the Owner's sole responsibility and must always remain under adult supervision (including whilst at all facilities i.e., showers, laundry, compound, quay, and office area) as the Marina may be potentially dangerous to them. Children and any person who is unable to swim well are advised to always wear adequate life jackets whilst at the Marina.

12. PROHIBITION OF NUISANCE

- (a) The Owner and their visitors are required to respect the other users at the Marina and to keep noise and any disturbances to a minimum at any time during the day or night. Outdoor music and noise from social gatherings is to be kept at a reasonable level and in any event stopped by 9pm. Parties and events will require the prior written permission of the Marina Manager.
- (b) Excessive noise from alarms or matrix heaters (such as Eberspaechers) will not be tolerated. The Owner must also prevent heaters damaging the pontoons. Engines, generators or other apparatus or machinery, must not be operated in the Marina between the hours of 18.00 and 09.00 unless it is for the purposes of navigation or in an emergency.
- (c) The Owner or their contractors must not operate any noisy, noxious, or objectionable engines, radio, or other apparatus or machinery within the Marina Premises likely to cause any nuisance or annoyance to any other users of the Marina Premises or to any neighbouring properties.

13. DISPOSAL OF REFUSE

- (a) Refuse should only be left in the designated facilities provided. Non-domestic waste must be taken to the local authority tip. The Owner must recycle and flatten cardboard and other items in accordance with the Marina recycling guidance (which is given on arrival but is also available at any time from the Marina Manager's office.)
- (b) The disposal of toilet waste into the Marina is prohibited and must be disposed of in the designated elsan emptying area or by the pump out facility. The disposal of elsan waste, sanitary items, nappies, or wipes is not permitted in the facilities building. Only non-biological liquids and powders should be used on Vessels. Bleach should not be used in or on Vessels at any time whilst at the Marina Premises.
- (c) The Owner must ensure that any other person on board while in the Marina Premises does not throw any refuse, including food waste, overboard or dispose of it, other than in the receptacles provided by the Marina Manager.
- (d) Ash from solid fuel stoves must be bagged when cool and disposed of in the general waste facility.

14. SPILLAGES

- (a) The Owner must immediately inform the Marina Manager of any spillage of fuel, oil, paint, or any other pollutant into the Marina water space. The Owner must also take all reasonably practicable steps to minimise the spread of the pollutant and warn other users of the Marina of the problem. All and any costs associated with containing the spillage and minimising the spread of any clean-up operation may be charged to the Owner.

15. HEALTH AND SAFETY AND FIRE PRECAUTIONS

- (a) All Vessels using mains electricity supply must be fitted with an earth breaker, and their supply lead should be in good condition. Electricity cables must be connected so that they are not a trip hazard to other users and the Marina Manager reserves the right to move or remove any cables which present a hazard.
- (b) The Owner must report any accident, injury, complaint that occurs within the Marina to the Marina Manager as soon as practicably possible.
- (c) Pontoons and walkways are to be kept clear at all times. As overhangs for boats are not included in the mooring rates, storage in these areas is also not included. The areas adjacent to moorings are not for storage and should be kept clear for general access and egress, emergency access, the Marina Manager's staff and maintenance team at all times. Any Owners, visitors and contractors who place anything in these areas are responsible for their safe management and removal. Items that pose a trip hazard if needing to be placed should then be removed again as soon as is practical.
- (d) Any power cables, hoses, hook ups, mooring ropes etc. should be run by the shortest and safest route. They should not at any time pose a trip hazard or impede general access and egress by crossing the walkways.
- (e) Anything that is placed on the pontoons/walkways should only be done so with the prior approval of the Marina Manager for an agreed and defined period.
- (f) The Owner shall wear appropriate footwear suitable for boating activities whilst at the Marina Premises.
- (g) The Owner shall take all necessary precautions to prevent the outbreak of fire on their vessel or pontoons (no BBQs on boats or pontoons). They must provide fire extinguishers and protection equipment (in accordance with a valid boat safety certificate) on their boat for immediate use in case of fire.
- (h) A Vessel may only be refuelled in the Marina at either the marina service quay or if using jerry cans they must be placed on the ground and a pump used to transfer the fuel to the Vessel.
- (i) The lighting of open fires or use of fireworks is strictly prohibited other than with the prior written consent of the Marina Manager. Barbecues or portable gas cookers may be used when placed on a suitable stand and only in designated areas. Barbecues and cookers must not be left unattended when lit and must be properly extinguished. The area around the equipment must be left in a clean and tidy condition.
- (j) Running and cycling on the pontoons is not permitted. No items may be secured to electricity bollards, including cycles.
- (k) It is not permitted to alter the berth or facilities at the Marina in any way when connecting to a designated electrical outlet bollard at the Marina.
- (l) The Marina Manager reserves the right to request the Owner provides risk assessments from any contractors engaged by the Owner.
- (m) Diving, bathing and water sports activities and equipment (including but not limited to kayaks and canoes) in the waters of the Marina are not permitted at any time.
- (n) The Owner and its visitors shall comply with all relevant health and safety regulations, codes of practice and any health and safety guidance issued by The Marina Manager whilst using the Marina.

16. ELECTRICITY CHARGES

- (a) The electricity charge may alter as supply costs alter. Charges for electricity supplied will include standing charges, monthly demand charges, capacity charge, climate change levy, and administration costs. Electricity is supplied in accordance with OFGEM regulations.

17. ACCESS TO & WORK ON THE VESSEL

- (a) Light maintenance and minor repairs on Vessels will be allowed within the Marina. Grinding, welding, or any power tool (including electric sanders) that produces excessive sparking is prohibited on the outside of your Vessel whilst at the Marina and the Owner shall be required to remove its Vessel out of the Marina to carry out such works. Any DIY projects should be carried out must be on the Vessel and should not spread to the grounds or the Marina, including picnic tables, without the prior consent of the Marina Manager.
- (b) Power tools can only used at the Marina during Monday to Saturday between the hours of 9.00am and 6.00pm. No power tools may be used outside of these hours including on a Sunday.
- (c) For work carried out by a third party engaged by the Owner, the contractor must be inducted and have an appropriate level of third party/public liability insurance. A copy of the insurance certificate must be provided before any works start.
- (d) Any contractors working on a Vessel must be agreed and arranged in advance of their attendance with the Marina Manager. On the day of attending, the contractor must first report to the Marina Manager's office for induction before any commencing work. Placement and storage of any equipment and materials will be agreed at this time. Any items in any areas used by any individuals should be removed at the end of each working day unless otherwise agreed with the Marina Manager.

18. POLICIES AND COMPLAINTS

- (a) The Marina Manager reserves the right to amend any Policies applicable to the Owner and/or the Marina as from time to time may be necessary. Such Policies and any amendments to them will become effective on being issued with the Owner, being displayed on the Marina Manager 's public notice board or other prominent place at the Marina Premises, and a breach of any of the Policies by the Owner or their visitors will amount to a breach of these Conditions.
- (b) Any complaints raised by an Owner shall be made to the Marina Manager in writing and in accordance with the complaints procedure, which is available on request.

19. TERMINATION BY THE MARINA MANAGER

- (a) The Marina Manager has the right (without prejudice to any other rights in respect of breaches of the terms of the Mooring Licence by the Owner) to immediately terminate the Mooring Licence in the following manner in the event of any breach by the Owner of any term of the Mooring Licence or these Conditions including but not limited to:
 - (i) Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Marina Manager and/or of the Marina Manager's customers or users of the Marina and if the breach is capable of remedy, the Marina Manager may serve notice on the Owner specifying the breach and requiring them to remedy the breach within a reasonable time specified by the Marina Manager. 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.
 - (ii) If having been served with notice the Owner fails to affect a remedy within the specified period of time, or if the breach is not capable of remedy, the Marina Manager may serve notice on the Owner requiring them to remove the Vessel, vehicles and any other property from the Marina Premises immediately.

- (iii) If the Marina Premises are so damaged or the Marina Manager's operations are so prevented, impeded or interfered with as a consequence of a Force Majeure Event to render it likely that the Marina Manager will be unable to provide the Facility to the Owner for the remainder of the duration of the Mooring Licence then the Marina Manager may terminate the Mooring Licence by giving written notice to the Owner. If the Marina Manager terminates the Mooring Licence in the event of a Force Majeure Event the Marina Manager will refund to the Owner that part of the Mooring Licence Fee which relates to the period from the date on which the Force Majeure Event occurred until the End Date, pro rata.
- (iv) A breach of the zero-tolerance policy pursuant to clause 6 of these Conditions.
- (b) The Mooring Licence will terminate immediately and without notice on the sale, transfer, or other disposition of the Vessel by the Owner.
- (c) If for any reason a Mooring Licence is terminated or not renewed, the Owner must immediately remove their Vessel, vehicles, and any other property from the Marina Premises.

20. TERMINATION BY OWNER

- (a) The Mooring Licence may be terminated on one months' written notice being given by the Owner to the Marina Manager. In this event the Marina Manager will be entitled to recalculate the Mooring Licence Fee using the rate or rates that would have been applicable to the actual period of the Mooring Licence instead of the annual rate; the amount so calculated not to exceed the annual rate originally agreed. If this recalculation results in a balance payable to the Marina Manager, then the Owner must pay that balance before removing the Vessel from the Marina Premises.
- (b) Refunds will only be given on annual payments (for the unexpired fees after one months' written notice has been given pursuant to clause 20 (a) above) and refunds will only be calculated for full quarters. Refunds will not be provided for unused electricity.
- (c) On the day of departure, the Owner must vacate the Marina by 11:00 including removal of all vehicles and property. No vehicles will be allowed to overstay at the Marina Premises.
- (d) Any notice of termination served by the Owner under this clause 20 must be served at the Marina Manager's office or sent to the email address (if any) set out in the Mooring Licence.

21. MARINA MANAGER'S RIGHTS FOLLOWING TERMINATION

- (a) If the Owner fails to remove the Vessel on termination of the Mooring Licence, the Marina Manager will be entitled: to charge the Owner at the Marina Manager's 24-hour rate for overnight visitors for each day between termination of the Mooring Licence and the actual date of removal of the Vessel from the Marina Premises; and/or at the Owner's risk (save in respect of loss or damage directly caused by the Marina Manager's negligence or other breach of duty during such removal) to remove the Vessel from the Marina Premises and thereupon secure it elsewhere and to charge the Owner with all costs reasonably incurred by the Marina Manager in connection with such removal including alternative berthing fees; and/or if the Vessel is derelict, to dismantle, destroy and/or dispose of the Vessel and to charge the Owner with all costs reasonably incurred by the Marina Manager in connection with such dismantling, destruction, or disposal.
- (b) The occupation of the Berth by the Vessel is subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers on the Marina Manager a right of sale in circumstances where the Owner fails to collect or accept re-delivery of the Vessel (and/or any other property left in the Marina Premises) following termination of the Mooring Licence. Such sale will not take place until the Marina Manager has given written notice to the Owner in accordance with the Act. For the purpose of the Act, it is recorded that:
 - (i) The Mooring Licence is granted to the Owner by the Marina Manager on the basis that the Owner is the owner of the Vessel or the owner's authorised agent, and that the Owner will take delivery or arrange collection of the Vessel (and/or any other property left in the Marina Premises) following termination of the Mooring Licence.

- (ii) The Marina Manager's obligation as custodian of the Vessel (and/or any other property left in the Marina Premises) ends on its notice to the Owner of termination of that obligation.
 - (iii) The place for delivery and collection of the Vessel (and/or any other property left in the Marina Premises) shall be at the Marina Premises, unless agreed otherwise.
- (c) Maritime Law entitles the Marina Manager in certain other circumstances to bring an action against the 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. Sale of the Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner.
- (d) The Marina Manager reserves a general right ("a general lien") to detain and hold onto the Vessel or other property pending payment by the Owner of any sums due to the Marina Manager. If the Mooring Licence is terminated or expires while the Marina Manager is exercising this right of detention it shall be entitled to charge the Owner at the Marina Manager's 24-hour rate for overnight visitors for each day between termination or expiry of the Mooring Licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Marina 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 Marina Manager's prospective legal costs.

22. DATA PROTECTION

- (a) The Marina Manager will share the Owner's personal information with its administrative company who is Land and Water Group Limited of Albury Mill, Mill Lane, Albury, Chilworth, Guildford GU4 8RU and the Owner for the purposes of administration and mooring fee reminders. The Marina Manager will use the contact information provided by the Owner on the Mooring Licence to keep the Owner up to date with information about their Vessel, and other mooring and marina activities. On the expiry or termination of the Mooring Licence, the Marina Manager may continue to email the Owner with information about the marina activities. If Owner does not wish to receive this information, they must inform the Marina Manager who will remove the Owner's information from their marketing database.
- (b) The Marina Manager is a data controller for the purposes of the General Data Protection Regulation and the Data Protection Act 2018.
- (c) CCTV operates at the Marina Premises and shall be monitored and controlled in accordance with the Data Protection Policy which is available on request from the Marina Manager.

23. LAW & JURISDICTION

- (a) The Mooring Licence, these Conditions, the Policies and any non-contractual obligations arising out of, or in connection with, the Mooring Licence are to be governed by and construed in accordance with English Law and to be subject to the exclusive jurisdiction of the English courts.
- (b) If there is any conflict between the terms contained in these Conditions and the Policies, the terms of these Conditions shall prevail.

24. CONTACT DETAILS

- (a) Any complaints or correspondence is to be sent to Marina Manager in the first instance.
- (b) The Marina Manager's contact details can be found on the Mooring Licence.