



TERMS AND CONDITIONS

- In these conditions the Company shall mean Swanley Bridge Marina Ltd (SBM). The Owner shall include a Charterer, Master or Agent or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle. The person entering into this Contract warrants that he/she/it has authority to do so from the Owners and all others interested in the vessel or vehicle including but not limited to Charterer, Master, or Agent. The moorings shall mean those in the marina basin including service berths and also canalside along the boundaries of the Company's site. The Owners acknowledge that the Company is not a bailee of any vessel, vehicle or other property of the owners or others interested.
- The Owner shall not be entitled to the exclusive use of any particular berth as is from time to time allocated to the Owner by the Company. The Company will use its reasonable endeavours to keep such movement to a minimum.
 - a. All vessels, vehicles or bicycles in or upon the Company's marina or premises may be moved by the Company itself or appointed Agent to any other part of the same marina or premises without notice.
 - b. The Company shall not be liable whether in contract, tort or otherwise, for any loss, theft, or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the Owner, his crew, contractors or visitors except to the extent that such loss, theft or damage may be caused by the negligence or wilful act of the Company or those for whom the Company is responsible.
 - c. The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the owners vessel or vehicle or by the Owner, his servants, agents, crew, guests or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible. The Company shall not be liable for the consequences of events, or events it could not reasonably prevent including without prejudice to the generality of the foregoing weather conditions although expected, actions of third parties, thieves, fire, trespassers and similar like events.
 - d. The Owner shall maintain third party insurance in respect of himself and each of his vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum not less than £3 million in respect of each and every event. Such insurance shall be effected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating to the Company on demand.
 - e. No warranty or representation is expressed or implied by the Company as to the suitability or quality of any berth for the vessel or any berth structure, gear or any facility provided under the terms of this agreement of the Company.
- 1. No part of the Company's moorings or premises or any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes including but without limitation to the hire of the vessel, and the private sale of the Owner's vessels or vehicles. No vessel shall be offered for sale or sold by the Owner whilst it is moored in the marina except through the Swanley brokerage operated through the office and subject to their current terms and conditions.
- 2. The mooring agreement granted to an Owner is personal to the Owner and a particular nominated vessel. Within 7 days of any sale, transfer or mortgage of any vessel the Owner shall notify the Company of the name and address of the purchaser, transferee or mortgagee, as the case may be. The berth is not transferable to the new owner without permission
- 3. a) subject to paragraph (b) of this condition no extensive/major work to your vessel, including but not limited to external sanding, angle grinding, welding, internal refit, spray painting etc may be carried out within the marina. Minor running repairs of a routine nature may be carried out by the Owner, but without causing any nuisance or annoyance to any other users of the Company's moorings or premises or any other person residing in the vicinity.
- 4. Before a contractor may work on your vessel in the marina, you must ensure a copy of the contractors third party liability insurance policy is provided to the office and ensure that any contractor working on your vessel signs in at the office upon their arrival at the marina before any work is started.
- 5. Whenever work is carried out on your vessel, all SBM's facilities, bollards, pontoons, service points etc must be suitably protected, kept clean and tidy at all times, and appropriate health and safety measures adopted and followed. SBM may reclaim from you all costs incurred for remedial works required as a result of any damage caused by you, your crew, contractors and visitors, to the marina.
- 6. All work on your vessel of whatever nature may be carried out daily only between 09.00 and 18.00 hours.
- 7. The Company has the right to exercise a general lieu upon any vessel and/or other property of the vessel's Owner whilst in or on the Company's moorings or premises until such time as any money due to the Company in respect of the vessel and/or other such property whether on account of



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rental, hardstanding, commission, mooring fees, hoisting, slipways, work done or otherwise shall be paid. If the lieu remains unsatisfied for the specific period of time notified to you by SBM, your vessel or property may be sold, and the proceeds of the sale used to satisfy the monies owed. The remaining balance, less all costs of sale, will be remitted to you (in the case of your property) or the owner(s) of your vessel as notified to SBM in accordance with this mooring agreement.

8. The Owner must keep his/her vessel in good condition, well maintained and protected at all times. If in the opinion of the Company it has deteriorated so as to be unfit to remain in the marina, then the Company reserves the right to terminate any agreement granted by these conditions. Your vessel must be in possession of a valid Boat Safety Certificate and CRT licence with the latter prominently displayed on the vessel at all times.
9.
 - a) The Company shall have a right (without prejudice to any other rights it does or may possess) to terminate the mooring agreement granted to the Owner in the following manner in the event of a breach by the Owner of any of these conditions or any failure by the Owner to make any payment due to the Company. If the breach is capable of remedy or the Owner has failed to make any payment due to the Company, the Company, at its discretion, may serve notice on the Owner specifying the breach. If the Owner fails to remedy the breach or pay the amount due within 7 days, or if the breach is not capable of remedy, the Company may serve notice on the Owner specifying the breach or failure to pay (when not already specified) and requiring him to remove the vessel within 14 days at the expiration of which or before the Owner shall remove the vessel and any other property of his within the marina. If payment has been made the Company shall refund to the Owner any unexpired portion of the mooring fees subject to the right of set off in respect of any damage suffered by the Company and/or other monies owing as a result of any of the matters giving the Company the right to terminate the mooring agreement.
 - b) When no date of termination has been agreed in writing between the parties, the Company or the Owner may terminate the agreement granted by this Agreement by giving to the other 3 months notice in writing of such termination at the expiration of which the Owner shall remove the vessel from the Company's marina. The Company shall refund to the Owner any unexpired portion of the mooring fees subject to the right of set off in respect of any monies owed to the Company by the Owner.
 - c) If the Owner fails to remove the vessel on termination of the mooring agreement (whether under this Condition or otherwise) the Company shall be entitled to:
 - i. Charge the Owner with mooring fees which would have been payable by the Owner to the Company had not the agreement been terminated for the period between termination and the removal of the vessel from its marina; and/or
 - ii. At the Owners risk to remove the vessel from its berth without any liability upon the Company including as to loss or damage arising out of its own negligence or those for whom it is responsible and charge the Owner with all costs arising out of such removal including alternative mooring fees.
10. This Agreement and all rights arising under it whether or not relating to an agreement to occupy any mooring afloat or ashore or agreement of hire or supply of goods may be terminated by notice which shall be deemed to have been lawfully served upon the Owner if sent by pre-paid post to the last known address of the Owner as maintained in the Company's records or placed upon any vessel at the Company's marina to which this agreement relates.
11. Any vessel or other goods left at the Company's marina are subject to the Provision of the Torts (Interference with Goods) Act 1977, which confers on the Company, as bailee, a right of sale exercisable in certain circumstances. Although the right is granted to the Company the Owner acknowledges that the Company is not a bailee of any vessel, vehicle or goods owned belonging to or in the custody of the Owner. Such sale will not take place until the Company has given notice to the Owner or has taken reasonable steps to trace the Owner in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods, of which the Company is not a bailee, are left at the Company's marina. Any obligation of the Company towards such goods left at the marina ends upon the expiry or lawful termination of the grant to the Owner of the facilities for such vessels or goods and the Company accepts no responsibility for loss or damage to any vessel or goods including as to its own negligence or the negligence of those for whom it is responsible.
12. If the Company's opinion such be necessary for the safety of the vessel or for the safety of the other vessels and users of the marina or for the safety of the Company's vessels or for the safety of the Company's marina, premises or plant or equipment, the Company shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on a vessel and except to the extent that such mooring, re-berthing, movement, boarding, entering or emergency work arises from the negligence of the Company or those for whom it is responsible the Company's reasonable charges therefore shall be paid by the Owner.
13. Vessels shall be berthed by the Owner, with all necessary warps and fenders, unless otherwise stated, supplied by the Owner.



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14. All persons using any part of the Company's marina premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained with the Company's marina, premises or facilities was caused by or resulted from the Company's negligence or deliberate act or that those for whom the Company is responsible.
15. In the event that any person has an accident on the marina, no matter how the accident may have been caused and whether or not the accident involved the Company's property and whether or not the accident involves injury to a person or damage to a vessel or property or equipment belonging to the Company or other person, the Owner or other person who shall for the time being have responsibility for the person, vessel or equipment that caused or was involved in the accident is asked to report the accident to the Company's office as soon as is practicable and in any event no later than 24 hours after the accident took place.
16. No vessel, when entering or leaving or manoeuvring in the marina, shall be navigated at such speed or in such a manner as to be likely to damage any other vessel in the marina, or any part of the marina or to endanger any person or property or cause inconvenience to other vessels in the marina. If any damage is caused by you, your crew or visitors, or your vessel (whether through negligence, poor or unsafe navigation or otherwise) to the marina or any part of it or any other vessel or property in the marina, SBM shall be entitled to repair such damage or replace and recover all costs associated with such repair or replacement from you. You must ensure that your vessel is not navigated in the marina by anyone incapable of properly navigating it or any person who is under the influence of alcohol or drugs or otherwise intoxicated so as to render navigation unsafe. Vessels are at all times subject to the speed restriction and conditions of usage on the canal system.
17. No anti social behaviour or abuse, verbal or physical, is permitted towards SBM, its staff, its customers or other moorers at the marina. SBM may terminate this agreement immediately if you, your crew or visitors breach this clause. Any contractor who breaches this clause must leave the marina forthwith and will not be permitted to return.
18. No refuse, including ashes shall be thrown overboard or left on the pontoons, jetties, car parks or grounds. You must dispose of your domestic waste in the appropriate receptacles provided by SBM or by removing it from the marina. Your non-domestic waste, including, but not limited to batteries, refrigerators, televisions or computer screens, furnishings etc must be removed from the marina by you. Failure to do so will result in a charge from the marina to dispose of the item. All accidental spillages must be reported immediately.
19. No items of boats, gear, fittings or equipment, supplies, stores or the likes shall be left upon the pontoons or car parks/marina premises other than as agreed by SBM. No items such as bicycles, coal or wood to be stored on the roof. Only aerials (maximum 50cm from top of roof), or storage boxes are allowed.
20. No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the marina or premises so as to cause any nuisance or annoyance to the Company, to any other users of the marina or premises, or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend the aforesaid. No running of engines or generators between the hours of 6pm and 8am.
21. No fishing is allowed in the marina.
22. You must ensure that all vehicles you, your crew, contractors and visitors bring to the marina have a valid Vehicle Excise Duty licence, have a valid MOT certificate and third party insurance, in each case, where these would be necessary and satisfying the same criteria as would be required if the vehicle in question was on the public highway. Vehicles registered under the SORN scheme may not be parked at the marina. You must produce such MOT certificate or policy of insurance to SBM on demand if requested.
23. Craft using the moorings must not be used as a permanent place of residence, nor may be used as a place of residence for more than 120 nights in any one year. No post will be received for moorers.
24. Dogs must be kept on a short lead at all times. SBM reserve the right to require you to remove any animal which is causing a danger, disturbance or nuisance to the Company or other users of the moorings or premises. All foul should be 'pooper scooped' by the Owner and disposed of in the receptacles provided by the Company and Owners remain responsible for the actions of their guests' pets. The Owner shall not remain aboard his boat whilst the dog is ashore. Animals are not permitted to enter any Marina buildings, in particular the Marina's facility block on health and hygiene grounds, the exception being registered assistance animals.
25. Owners are required to give 3 calendar months notice of intention to vacate a berth prior to the termination of their existing contract to pay 3 months in lieu. This notice period applies regardless of whether you have an annual or quarterly contract.
26. Subject always to availability of parking space Owners and their crew may only park vehicles at the office and the hire base car park, for 1 hour before removing them to the main car park where parking permits should be displayed in the windscreen.
27. Damage to the pontoons or bollards from either spillage or collision will be the responsibility of the Owner at full repair cost.



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28. All boat Owners should be aware that the pontoons may become slippery during wet, inclement or cold weather. Extreme caution must be taken and we advise that suitable footwear be worn. The Company will not be held responsible for any accidents that may occur.
29. Water to the pontoons may be turned off subject to weather conditions.
30. Electricity cables shall be placed in such a way as not to cause nuisance or danger to persons using berths and will be tidily fastened.
31. The Owner shall take all necessary precautions against the outbreak of fire in or upon the vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the Offices of the Company. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the vessel for immediate use in case of fire
32. The Company reserves the right to introduce regulations which relate to the administration of the Company's moorings and premises and which are not consistent with these conditions, and to amend such regulations from time to time.
33. Care must be taken when driving past the farm especially when crossing the cow track. Cows have right of way at all times.
34. All quarterly mooring fees must be paid quarterly 3 months in advance. Annual contracts must be paid in full in advance. On entering into an annual agreement this is considered a rolling agreement until such time you wish to give 3 month's notice.
35. Owners and those entering into this Agreement will remain responsible for the acts and omissions of their visitors and covenant on behalf of such persons that those persons will abide by and perform the Owners obligations under this Agreement so far as such requires to be performed and complied with by such persons. Any loaning of a craft should be notified to the office so that we can monitor all persons arriving and leaving the moorings. Children invited to the marina by you and your visitors are your sole responsibility and must remain under adult supervision at all times, as the marina may be potentially dangerous to them. Children and any person who is unable to swim well are advised to wear adequate life jackets at all times whilst at the marina.
36. Laundry may not be hung anywhere in the marina. Any laundry hung on your vessel must not be visible to other users of the marina.
37. The service charge for the provision and maintenance of the electrical infrastructure to your berth is included within your mooring fees and as such is payable whether you wish to make use of the electricity supply or not. Electricity is supplied at an extra charge. The maximum available load is 16 amp.
38. Services and facilities at the marina, other than the provision of a berth for your vessel, are provided for the comfort and convenience of customers. Whilst SBM intends to continue to provide services and facilities to the level currently available at the marina, SBM may withdraw, close or levy an additional charge for such services or facilities at any time, and is under no contractual obligation to provide them. SBM will, where possible, give 28 days' notice of any changes to the services and facilities available at the marina by displaying a notice indicating the changes at the office.
39. SBM is not liable for any temporary failure of any of the services and facilities at the marina or any consequences of such failure, but subject to clause 38 will use its reasonable endeavours to repair and/or restore such services and facilities as soon as possible.
40. Data protection. You agree that SBM can keep the information it has about you, your contractors and any other owner or user of your vessel on computer or in paper files. Unless you tell SBM otherwise in writing, you agree that SBM can share the information to Contractors who wish to contact you regarding work on your vessel. SBM does not share data to any third party. SBM may use CCTV at the marina for the purposes of good management of the marina and for security. You must provide SBM with a current address and contact details, including telephone numbers, so that you can be contacted in the event of an emergency.
41. Subject to the availability of parking spaces and the other terms of this mooring agreement relating to vehicles, you may park such vehicles as are reasonably required for you to enjoy your vessel, at the marina. SBM will be the sole judge of what is reasonable in these circumstances, however usually 2 cars per vessel, with more cars permitted on an occasional ad hoc basis. You may not leave any vehicle at the marina when you are absent from the marina other than when you are using your vessel on the canal, without our consent. The parking of trailers at the marina is not permitted except by prior written arrangement with SBM.
42. Running and cycling on the pontoons is not permitted. No items may be secured to electricity bollards, including cycles.
43. Diving and bathing in the waters of the marina is not permitted.