

# The Willment Group Marina

## Terms and Conditions

### APPLICATION

Every person entering the MARINA for any purpose and by any means shall be deemed to agree to and be bound by these terms and conditions.

### DEFINITIONS:

**BERTH** is the space on the water or land from time to time allocated to the OWNER by the COMPANY for the BOAT during the term of the BERTHING LICENCE.

**BERTHHOLDER** means a person whose application for a berth has been accepted by the COMPANY.

**BERTHING LICENCE** means the annual agreement entered into between the COMPANY and the BERTHHOLDER allowing the BERTHHOLDER to moor a BOAT in a BERTH in the MARINA.

**BOAT** means the vessel described in the BERTHING LICENCE application form or any replacement vessel that with the prior written consent of the Company is licensed to use the BERTH.

**COMPANY** means John Willment Marine Limited or any other in the same name group of companies.

**MANAGER** means the person or his representative who shall be responsible for day-to-day administration of the MARINA. **MARINA** means all parts of the Universal Marina and shipyard, and all property owned by under the custody controls or situated within the COMPANY'S property, including docks, pontoon, jetties, quays, piers, mud berths, sheds, workshops, offices, hardstanding roadways and car park.

**OWNER** means the BERTHHOLDER and any visitor, any agent thereof and any charterer, master skipper or any other person being in control of the BOAT.

**USERS** means ALL persons entering into/onto the MARINA for whatever purpose including the BERTHHOLDER and OWNERS.

### 1 CONDITIONS OF USE

BERTHOLDERS, OWNERS AND USERS acknowledge and/or undertake:

1.1 that the COMPANY has the right to board and enter (by force if necessary) to carry out any emergency work on the BOAT without prior notice to the OWNER if it is in the COMPANY'S opinion that such work is necessary for the safety of the BOAT or the safety and/or convenience of other USERS. The BERTHHOLDER shall pay on demand the COMPANY'S reasonable charges for such work;

1.2 that the COMPANY has the absolute right at any time when the BERTH is not occupied to allocate another boat to occupy the berth without compensation to the BERTHHOLDER. No subletting of the BERTH by the BERTHHOLDER to a third party is permitted;

1.3 that if requested by the COMPANY the BERTHHOLDER shall deposit the keys with the MANAGER giving full access to the interior and lockers of the BOAT including engine keys. The COMPANY will not accept responsibility to act as a key holder unless it is provided with a list of not more than two authorised personnel to whom the keys may be given together with a means of identification for each of them;

1.4 that the BOAT shall be moored in the BERTH allocated by the COMPANY from time to time and shall not be moored elsewhere in the MARINA without the prior written agreement of the COMPANY.

1.5 that the BOAT shall be berthed in such a manner and in such a location as the COMPANY may require. All necessary warps and fenders must be provided and the BOAT must be properly and safely secured and attached to the pontoon at all times. In particular, the security of the warps must be checked, fit for use and replaced when necessary;

1.6 to remove the BOAT at the request of the COMPANY. If the BOAT is not so removed when requested the COMPANY shall have the right to so remove the BOAT and the BERTHHOLDER shall pay the reasonable costs and expenses of the COMPANY in respect of but not limited to craning and storage charges at the COMPANY'S short term berthing rate;

1.7 to comply with all reasonable instructions of the MANAGER in connection with all matters relating to the safe and efficient operation of the MARINA.

1.8 to keep the BOAT in a good, clean and operable condition at all times;

1.9 except with written consent of the COMPANY which may be withheld at the COMPANY'S sole discretion not to use any part of the MARINA or the BOAT for any commercial purposes including hiring, embarkation of charter parties, sale or demonstrations for sale or hire of the BOAT provided that the occasional use of the BOAT by a personal friend of the BERTHHOLDER on payment to the BERTHHOLDER of a contribution towards the actual running costs of the said BOAT shall not be deemed a commercial purpose hereunder;

1.10 not to live aboard the BOAT nor permit any other person to live aboard the BOAT. For the purpose of this condition a person shall be deemed to be 'living aboard' a BOAT if he shall spend more than 8 nights aboard in any periods of 30 days;

1.11 to navigate and control the BOAT in the MARINA at all times in a seaman like manner so as to cause no danger or damage or inconvenience to any other person or BOAT. In particular the BOAT shall proceed at a speed that is safe in relation to prevailing conditions and shall at all times comply with the speed restrictions as displayed from time to time within the MARINA and in any event never to exceed a maximum water speed limit of five knots;

1.12 to notify the MANAGER prior to the departure of the BOAT from the MARINA, providing notice of the anticipated time and date of departure and return;

1.13 to only access the MARINA via designated entrances. Entry upon all adjoining land and water to the MARINA owned by the COMPANY is forbidden. A maximum vehicle speed of 10 miles an hour on land and 15 miles an hour over the Marina's entrance road must at all times be observed within the MARINA;

1.14 not to fish, swim, dive, jet ski or bait dig within the MARINA;

1.15 to report in writing to the MANAGER within 24 hours any accident or injury that occurs within the MARINA;

1.16 to observe the bylaws of the [National] River Authority and all other statutory rules and regulations affecting the MARINA and the river;

1.17 not to bring any dangerous, inflammable, poisonous or noxious substances, spirits, oil, petrol or flammable fluid, gas or solid into the MARINA or store such substances on the BOAT except in properly secured containers expressly designed to contain such substances against leakage or escape. The consequences of any leakage or escape shall be for the BERTHHOLDER'S account;

1.18 to take all necessary precautions against the outbreak of fire on the BOAT. At least one fire extinguisher in or upon the boat suitable for the type of engines, fuel and equipment

relating to the boat and of a kind that shall be approved by the appropriate government department must be provided. Such extinguishers shall at all times be kept instantly ready for use and in good and efficient working order;

1.19 to place waste only in receptacles provided by the COMPANY and not to dispose of the same over board or to leave it on the pontoon, jetties or other parts of the MARINA, and specifically to dispose of oil, petrol, tar, paint, antifouling, bleach, sewage and any other similar noxious substances exclusively into receptacles provided for such waste materials.

In no circumstances shall such substances be discharged into the water, sewage system or elsewhere in the MARINA. The disposal of out of date flares or other pyrotechnics is the sole responsibility of the BERTHHOLDER and cannot be disposed of by the COMPANY. In no circumstances shall such waste materials be discharged into the water or left elsewhere in the MARINA

1.20 The COMPANY reserves the right to charge the BERTHHOLDER for the cost of waste removal & disposal.

1.21 Where waste is placed in an incorrect receptacle any subsequent charge to the company will be passed onto the offending user.

1.22 not to work on the BOAT or otherwise on the MARINA so as to cause nuisance, annoyance, or inconvenience to other USERS, visitors, or damage to other boats and in particular to ensure that the minimum of dust is caused when cleaning and maintaining the BOAT, or as a result of any other operation. All waste materials must be cleared daily and shall be deposited in suitable receptacles. Any failure to promptly clear away such waste will result in the COMPANY itself removing such waste. In such circumstances the BERTHHOLDER shall pay on demand the COMPANY'S reasonable costs incurred in the collection and disposal of such waste;

1.23 not to construct or complete the construction of any boat within the MARINA without the prior written consent of the COMPANY. Such consent may be granted or refused by the COMPANY at its absolute discretion;

1.24 not to permit any contractor to work on the BOAT in the MARINA unless the contractor has provided proof to the MANAGER of the COMPANY of third party liability insurance in the sum of at least TWO million pounds;

1.25 not to operate or permit to be operated within the MARINA an engine generator, other machinery, a radio or any other apparatus so as to cause any noise nuisance annoyance or inconvenience to other MARINA users or any person residing in the vicinity of the MARINA;

1.26 to behave in a considerate manner and in such a way so as not to cause nuisance, annoyance or inconvenience to any other USER. The COMPANY has the right to require any USERS to leave the MARINA forthwith if any of them shall fail to observe these regulations upon being requested by the MANAGER so to do;

1.27 to ensure that at all times halyards, flags, banners, wind generators and other items attached to the BOAT are secured so as not to cause any noise nuisance and annoyance or inconvenience to other USERS;

1.28 Not to erect washing lines nor visibly dry clothes on the BOAT or elsewhere;

1.29 Not to stow dinghies, tenders and rafts on or alongside the BOAT unless otherwise agreed in writing by the COMPANY.

1.30 not to store, fix or leave parts of the boat or other equipment including dinghies, gear fittings, fenders, supplies stores or similar items upon the pontoons, jetties, car parks or

otherwise in the MARINA without the prior written consent of the COMPANY, which consent may be granted or refused by the COMPANY in its absolute discretion;

1.31 to mark the BOAT and any dinghies, tender trailers and cradles clearly with the name of the BOAT. Any other equipment, which is not stored securely in the BOAT, must also be clearly marked with the name of the BOAT.

1.32 to remove all furling headsails, dories or items that could cause undue windage (excluding cabin covers on motor cruisers) in respect of any BOATS on hard standing;

1.33 to park their motor vehicles in the MARINA in such a position and such a manner as shall from time to time be directed by the COMPANY. The COMPANY may charge a fee for the use of the MARINA'S car parks by those USERS who do not display a current valid car park badge. All vehicles and BOATS are moored at the sole risk of the USER. Parked cars must be identifiable by means of a current car-parking permit. A maximum of two car-parking permits will be issued to the BERTHHOLDER. Any vehicle not displaying a current car-parking pass may be wheel clamped and the owner of the vehicle may be charged a release fee. All vehicles parked in the MARINA'S car park must be fully taxed and insured and comply with all current regulations.

Vehicles should not be parked/stored in the MARINA'S car park for more than 7 days consecutively without prior written consent from the COMPANY.

1.34 not to park their vehicle(s) in any manner so as to obstruct the pontoons, roadways, slipways, cranes, platforms or any other working area within the MARINA. The COMPANY reserves the right to remove any vehicle by crane, towing or otherwise if the parking of the vehicle interferes with the commercial activities or the convenience of the USERS or creates any adverse safety or environmental effect. The COMPANY reserves the right to charge the USER for the reasonable costs incurred in moving or storing any vehicle;

1.35 not to undertake repairs to or maintenance of any boat (otherwise than running repairs) anywhere in the MARINA otherwise than with the COMPANY'S prior consent and the agreement of the boatyard operators;

1.36 not to park caravans (motor or trailer) or other vehicle adapted or designed for sleeping or erect tents in any part of the MARINA without the prior written consent of the COMPANY.

1.37 The BERTHHOLDER shall be permitted to arrange a private sale of not more than one BOAT (such boat usually being berthed at the premises of the company) during any one or more periods of 12 consecutive months of the BERTHING LICENCE and the BERTHHOLDER shall notify the COMPANY of any such sale. In the event of a private sale the COMPANY must be notified of the name and address of the purchaser. In the event that the BERTHHOLDER wishes to sell his BOAT through an agent whilst such BOAT is berthed and/or stored at the premises of the COMPANY, notification in writing is required to be given by the BERTHHOLDER to the COMPANY. Concessionaire rates of 1% may apply.

1.38 Animals may be brought into the MARINA provided that they are at all times kept under control of their owner. Dogs must be kept on a leash and must not cause inconvenience in the form of noise, fouling of pontoons or the communal areas or otherwise. Any fouling of the MARINA by an animal must be cleared up and placed in the appropriate bin and not thrown into the MARINA. Animals in so far as is reasonably practical shall be kept aboard the BOAT at all times. Strict regulations exist for the control of rabies and the COMPANY reserves the right to require the owner to remove any animal from the MARINA without prior notice.

No animal having been taken abroad shall be brought into or landed in the MARINA without the prior written consent of the COMPANY. The COMPANY reserves the right to report any suspected breach of this clause to the appropriate authorities.

1.39 Luggage trolleys must be returned to the designated trolley storage area after use.

1.40 The Company reserves the right to ask any person or contractor with any outstanding debt to the company to leave the site with immediate effect.

### 2 INSURANCE

2.1 The BERTHHOLDER undertakes and agrees to maintain in full force and effect, public liability insurance in an amount at least TWO million pounds sterling for the BOAT and any other property in the MARINA in the care, custody or control of the OWNER, together with such other insurance as is normal for a BOAT of its size and power and description. Such insurance to be effected with an insurance company of repute and for such additional risks as the COMPANY may from time to time reasonably require.

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

2.3 The BERTHHOLDER shall furnish the COMPANY with legible copies of the current insurance certificate and policy of insurance together with copy of receipt for the last premium paid.

### 3 LICENCE

3.1 The BERTHHOLDER will be required to complete a BERTHING LICENCE. Until such a BERTHING LICENCE is in place the COMPANY reserves the right to charge the OWNER at the current Visitors Rate whether or not a previous agreement with the COMPANY existed. Visitor's Rates are displayed in the Marina office and will be charged from expiry of the previous agreement until the new BERTHING LICENCE is concluded and commences.

3.2 The BERTHING LICENCE is granted to the BERTHHOLDER for up to 12 months commencing 1 April and permits the BERTHHOLDER to berth the BOAT in a BERTH allocated by the COMPANY from time to time. The BERTH is subject to change with the COMPANY having the absolute right without prior notice to require the BERTHHOLDER to move and re-berth the BOAT and shall itself have the right to move and re-berth the BOAT to any location in the MARINA if the COMPANY considers it to be in the interests of either the COMPANY, the BERTHHOLDER, OWNER or USERS.

3.3 The BERTHING LICENCE shall incorporate these terms and conditions.

3.4 The COMPANY'S tariff of berthing charges may be amended at any time and relates to a boats total length including davits, bowsprits, boarding ladders, sterndrives, tenders, outboards, rudders, anchors, pulpits, pushpits and any other extensions fore and aft of the boat. Any amendments will be displayed in the Marina office.

3.5 The BERTHHOLDER is responsible for paying all fees within the contract dates of the signed BERTHING LICENCE.

3.6 All berthing charges must be paid in advance. No BERTH will be reserved until all fees have been received in full.

3.7 The BERTHHOLDER may terminate its BERTHING LICENCE at any point by giving 90 days notice in writing to the COMPANY.

The annual invoice will be refunded and a new invoice will be raised on the pro rata monthly rate for the period of time on the berth without the annual BERTHING LICENCE concession.

3.8 The BERTHING LICENCE shall be terminable by the COMPANY at any time on 90 days written notice to the BERTHHOLDER. Any part of the BERTHING LICENCE fee which remains unused shall be refunded to the BERTHHOLDER on removal of the BOAT. Any BOAT not collected may be removed by the COMPANY at the BERTHHOLDER'S expense.

3.9 The BERTHING LICENCE is exclusive to the BOAT and the BERTHHOLDER and is not transferable to any third party.

3.10 In the event of outstanding debts by the BERTHHOLDER to the COMPANY in respect of berthing charges, repairs, stores, fuel, electricity, telephone or any other services rendered by the COMPANY, the COMPANY reserves the right in addition to any other remedy available to the COMPANY to exercise a lien on the BERTHHOLDER'S BOAT until such time as the debt has been discharged. The COMPANY further reserves the right to remove the boat from its berth and put it on the hard standing at the BERTHHOLDER'S expense if the accounts are not settled within 30 days of the date of the invoice.

3.11 The COMPANY reserves the right to charge the BERTHHOLDER interest on late accounts at a rate of 8% above the Bank of England's base rate from the due date until the date of payment, subject to a minimum charge of £50.00

### 4 ELECTRICITY

Electricity (where applicable) is provided by the COMPANY to the BERTHHOLDER for the use of the BOAT alone subject to the following terms and conditions:

4.1 The COMPANY cannot guarantee continuous supply as power cuts and breakdowns are not within its control. The COMPANY accepts no responsibility for loss or damage arising out of the supply of electricity or its termination.

4.2 The COMPANY shall approve connectors and cables not supplied by the COMPANY. The OWNER shall not seek to connect or reconnect the connectors and cable prior to receiving approval.

4.3 The maximum load when available on each outlet is 16 Amps. Overloading will cause trips to activate and immediate reconnection may not be possible. Reconnection will not be carried out outside of office hours.

4.4 All electricity consumed shall be paid for by the BERTHHOLDER on demand at the current rate of charges in force at the MARINA from time to time.

4.5 If payment is overdue the supply will be disconnected and a reconnection charge imposed.

### 5 MISCELLANEOUS

5.1 Nothing in these terms shall create the relationship of landlord and tenant.

5.2 The COMPANY expressly reserves the right to introduce new terms or vary these terms in order to promote the better administration of the MARINA in the interests of the USERS as a whole or to comply with statutes regulations or bylaws. Any such amendments will be displayed at the MARINA office and will be deemed to be incorporated at the date and time when first displayed.

5.3 Apart from any loss, damage or injury which results from the negligence or deliberate act of the COMPANY or that of those for whom the COMPANY is responsible every person entering and using any part of the MARINA or it's facilities for any purpose, whether by invitation or otherwise does so entirely at their own risk.

5.4 Notwithstanding anything contained in these conditions in no circumstance (save for death or personal injury caused by the Company's negligence) shall the COMPANY be liable in contract, tort or otherwise, whatever the cause thereof, for any special, indirect or consequential loss of any nature whatsoever suffered or incurred by any person.

5.5 If at any time any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

5.6 Where the COMPANY is unable to perform any of its obligations by virtue of fire, flood, storm, earthquake or other natural disaster, explosion, riot, terrorism, malicious damage or any other act, omission or state of affairs beyond the COMPANY'S control, the COMPANY shall be relieved of all its obligations and shall incur no responsibility or liability in respect thereof whether for damages or otherwise.

5.7 The COMPANY accepts no responsibility to any person to enforce any provision of these terms against any other Person and it may not be required to do so.

5.8 All notices, requests, demands or other communications to or upon the parties shall be in writing and shall be given to the BERTHHOLDER, at his last known address and to the COMPANY at its registered office.

5.9 These terms shall be governed by and construed in accordance with English law and any disputes arising under the terms shall be submitted to the exclusive jurisdiction of the English Courts.

6.0 All vessels berthed at Universal Marina requiring any diving activities within the marina are advised that prior to commencement of any dive that a Dive Request form must be completed and approved by the Hamble Harbour Master. Copies of these forms are available in the Marina Office.

Larger print Terms & Conditions are available on request or at [www.universalmarina.co.uk](http://www.universalmarina.co.uk)



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