

Updated March 2023



Conditions of Mooring

EVESHAM MARINA

These conditions of mooring cover the moorings at Evesham Marina, Kings Road, Evesham, Worcestershire. WR11 3XZ. The Marina is owned and operated by Wakering Engineering Company Limited whose registered office is:

900,
Cornwallis House Howard Chase,
Basildon,
Essex,
England, SS15 6TH.

1. Definitions

For the purposes of these conditions of mooring the following definitions shall apply:

“The Company” refers to Wakering Engineering Company Ltd trading as Evesham Marina, its employees, and agents to whom these general conditions apply.

“The Marina” shall include the basin areas, moorings, and all other facilities provided at Evesham Marina, Kings Road, Evesham, WR11 3XZ for launching, navigating, mooring, berthing and storage of vessels, vehicles, and property and all the land, adjacent water and buildings occupied or under the control of the company, including workshops (floating and fixed), car parks, Amenity buildings, jetties, waste disposal facilities, refuelling facilities, water and electrical infrastructure, hardstanding, and roadways.

“The Owner” Means the owner of a vessel or vessels using the facilities of the marina, and/or the party currently responsible for the operation of the vessel in the case of a hire or charter vessel. Where the owner is more than one person, all obligations of the owner under these general conditions shall be joint and several.

“The Vessel” means the vessel or vessels, including but not limited to boat/boats, paddle boards, canoes and kayaks, dinghies and vehicles belonging to the owner using the facilities of the marina.

“Berth” means the space on the water or land from time to time allocated to the owner by the company for the vessel for the duration of the contract.

“Contract” means any agreement entered into between the company and the owner relating to the marina and vessel berthing, car parking, storage or otherwise.

2. The Contract

- 2.1 The mooring contract period runs each year from the 1st of January until the 31st of December. Any agreement entered into during this period will be for the remaining time left before the 31st of December, or for an earlier date agreed on the application form.
- 2.2 The berth at the marina shall be licenced for the periods and at the rates and terms applicable from time to time published by the company. Details of the charges applicable to the berth will be issued to the owner at the time that the contract is granted, and any updates to charges will be published at least thirty days before coming into effect.
- 2.3 The company hereby grants a licence to the owner to moor a vessel subject to the rights of termination set out in Clause 3 and is subject to an initial three month probationary period for new owners during which period the company may, at its discretion, terminate this licence. Following the three month probationary period, an owner may terminate the contract in accordance with Clauses 3.1 and 3.2.
- 2.4 The contract and conditions shall not be automatically renewed but will end at the conclusion of the period agreed, or the 31st of December each year, if not terminated sooner by the company or by the owner under the provisions contained herein.
- 2.5 The contract is personal to the owner and not the vessel. The owner must not assign any of the rights or obligations under the contract to any third party or to any vessel not named in the contract signed by the owner.
- 2.6 The company alone retains possession and control of the berth and any and all other parts of the marina.
- 2.7 These conditions of mooring are not intended to confer exclusive possession on the owner, or to create the relationship of landlord and tenant between the parties. The owner shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any other statutory security of tenure now or when these conditions of mooring end.

3. Termination

- 3.1 All contracts will terminate on 31st of December of each year. The contract can be extended by the agreement of the parties through a notice in writing signed by the parties at least 28 days prior to the termination date. This notice will include the mooring rates and conditions applicable and the new termination date.
- 3.2 Either the owner or the company may terminate the contract by giving the other party not less than 28 days prior notice in writing.
- 3.3 Without prejudice to any other rights the company may have in respect of any breaches of the general conditions by the owner, the company may terminate the contract with immediate effect in the following circumstances:
- 3.3.1 If the owner commits a breach of any term of the general conditions which is capable of remedy but which is not remedied within the time stipulated by the company (such time stipulated by the company in its absolute discretion) in a written notice to the owner specifying the breach and requesting its remedy.
- 3.3.2 If the owner makes repeated breaches of the same condition or conditions.
- 3.3.3 If the owner commits a breach of any of the general conditions which is not capable of remedy.
- 3.4 Upon termination by the company pursuant to clause 3.2 above, the company shall refund to the owner the unexpired portion of the mooring fee subject to a right of set off in respect of any monies owed by the owner to the company and pursuant to clause 3.7.
- 3.5 Upon expiry of the period in clause 3.2 or upon the company terminating this agreement pursuant to clause 3.3. the owner shall be required to take delivery of the vessel and remove it from the marina within 7 (seven) days. If the owner fails to take delivery and remove the vessel within this period, the company will be entitled to:
- 3.5.1 Charge the owner the short term overnight mooring rate applicable as set in the mooring tariff at the time of the occurrence, up to a maximum period of 28 days following which the company has the right to:
- 3.5.2 Remove the vessel from the marina and secure it elsewhere and charge the owner with all reasonable costs arising out of such removal, including alternative berthing fees or crane costs, and/or
- 3.5.3 Sell the vessel by auction and deduct the from the sale proceeds all costs arising out of such sale, including but not limited to, removal costs, alternative berthing fees, auction fees, administration fees and legal costs; and any arrears of mooring fees, accrued interest, and any charges made pursuant to clause 3.5.1 provided that the company will account to the owner thereafter in respect of any nett sale proceeds.
- 3.6 Any termination of the contract pursuant to this clause 3 is without prejudice to the rights of the company in connection with any antecedent breach of or other obligation of the owner existing under the contract.
- 3.7 Any refund of mooring fees issued either due to the owner exercising their notification/termination or the company's notification/termination shall be refunded to the nearest complete months and will be subject to complete settlement of the owners account of any outstanding invoices for services etc.

4. Mooring Fees

- 4.1 Mooring fees are to be paid quarterly in advance without fail and no credit will be given. Overdue accounts will be surcharged at 5% per month or part thereof. The mooring quarterly periods are as follows:
- 1st January- 31st March (payable by 31st December preceding).
- 1st April – 30th June (payable by 30th March preceding).
- 1st July – 30th September (payable by 29th June preceding).
- 1st October – 31st December (payable by 29th September preceding).
- Any new mooring taken between these dates will be charged on a pro rata basis for the remaining part of the quarter in which the owner joined when commencing the new mooring contract.
- 4.2 All mooring fees are inclusive of VAT at the current rate of 20% unless stated otherwise. If there is a change of the VAT rate within a quarterly period, the change of rate will apply to the next quarterly invoice.
- 4.3 We prefer to receive mooring fees by direct debit or standing order, details will be provided on the mooring invoice, as well as on the contract paperwork.
- 4.4 Mooring fees may be increased or altered at any time by the company in line with quarterly periods as defined in 4.1. Due notice of not less than 28 days will be given.
- 4.5 All contracts shall commence on the date of arrival of the vessel in the marina, or earlier if so agreed between the company and the owner.
- 4.6 Full details of charges in respect of clause 4 can be found on the web site www.eveshammarina.co.uk and in the marina reception.

- 4.7 The company reserves the right to exercise a general lien upon any vessel and/or other property belonging to the owner whilst in or at the marina, until such a time as any money due to the company in respect of the vessel and/or other property, whether on account of rental, storage, commission, access or berthing charges, damages, work done, administration charges, legal costs or otherwise shall be paid by the owner. In the event that the aforementioned lien remains unsatisfied for the specific period of time notified in writing to the owner by the company, the vessel will be sold on brokerage and the proceeds of the sale used to satisfy the monies owed by the owner to the company, the remaining balance will be remitted to the owner.
- 4.8 Payments made under these conditions of mooring shall be made without deduction or set-off. The owner shall punctually pay the company all sums owing under these conditions.
- 4.9 An administration charge in the sum of £40 plus VAT (where applicable) per letter shall be levied against the owner in the event that it becomes necessary for the company or its appointed legal advisors to write to an owner to seek payment of any overdue amount, or to advise of the company's intention to commence legal proceedings against an owner. For the avoidance of doubt, the owner accepts that any administration charge levied against him by the company in the circumstances set out in this clause, represents a genuine pre-estimation of loss on the part of the company. In addition to the administration charge the owner will be liable for the payment of interest at the rate of 8% above the current base rate of the Bank of England or 10%, whichever is the higher, per month on any sum owing to the company from the date of the third letter that the company or its appointed legal advisors are obliged to write to the owner seeking payment of a debt, until the payment of the debt by the owner. The owner shall also be liable to pay any fees, including legal fees incurred by the company in relation to payments due under the contract which have not been paid by the due date specified in the contract.
- 4.10 The company will only make refunds of payments made under these general conditions in the circumstances specifically provided for under these conditions of mooring.
- 4.11 The company must be in receipt of full settlement of payments due under any prior contracts before a new contract will be issued.

5. Service charge

- 5.1 A service charge is payable quarterly in advance and will be invoiced to the owner in line with the schedule as set out in clause 4.1. The service charge covers the maintenance and supply of the services, electricity, water, lighting, refuse collection and general upkeep of the moorings.
- 5.2 There are two levels of the service charge and the owner will be charged the appropriate rate according to usage of the vessel. Those who moor on a purely leisure use basis will be charged a lower rate than those who liveaboard to reflect on the usage of the services covered.
- 5.3 The service charge fee will be published along with the mooring fees and are subject to change by the company at any time. Due notice of not less than 28 days will be given.

6. Electrical supply and electricity

- 6.1 A 230v 16Amp electric supply is available to each berth at Evesham Marina and is supplied through a shoreline meter which remains the property of the company. There is a deposit of £75.00 (seventy-five pounds) charged for the meter unit which is a fully refundable deposit that will be paid on the return of the metre to us in a fully working order at the end of the mooring period.
- 6.2 The electric units used by the owner of the vessel will be read from the meter at the beginning of each month and will be charged for monthly. All invoices raised will be payable within 7 days (seven days) from the date of the invoice. Any overdue invoice will be charged a surcharge of 5% per month or part thereof.
- 6.3 Failure to pay an invoice for electricity will result in the supply being disconnected until the account is settled. Repeated late payments will result in termination of the mooring agreement as per clause 3.3.
- 6.4 In order to use the 230v electric supply at Evesham Marina the vessel must have an RCD (Residual Current Device) fitted and this must be available for inspection by the marina staff prior to connection to the supply and may be inspected at any time during the period of mooring.
- 6.5 It is the owners responsibility to ensure the integrity of the electrical circuits and equipment on the vessel and to ensure the vessel is safe to use and is safe for the other vessels moored in the marina.
- 6.6 The fee charged per kW used is the same amount as that paid directly by the company to the energy supplier and is subject to change from time to time as dictated by the current energy supplier at the time of invoice.

7. Liability, indemnity, and insurance obligations

- 7.1 The company shall not be liable in contract, tort or otherwise, for any loss, theft or any damage of whatsoever nature suffered by any vessel or vehicle or other property of the owner his guests, contractors, or visitors except to the extent that such loss, theft, or damage was caused by the negligence of the company, in which case the liability of the company shall not exceed the sum of £50,000 (fifty thousand pounds).
- 7.2 Notwithstanding clause 6.1 above, the company shall not be liable for any indirect or consequential loss or damage.
- 7.3 As a minimum requirement, the owner shall maintain third party insurance in respect of themselves and the vessel, vehicles, crew, agents, and visitors in a sum of not less than £3,000,000 (three million pounds) in respect of each accident or incident, including sufficient cover against full foundering, salvage and wreck removal claims. Such insurance shall be effected and maintained by a reputable insurance company authorised under the Financial Services Authority (FSA) to carry out in Britain or in Northern Ireland insurance business of a relevant class. The owner shall produce the above policy or policies and evidence of payment of the premiums to the company at the start of the contract and subsequent copies on the renewable date of the policy. The owner agrees not to do anything that could lead to the above policy or policies being revoked, vitiated, or not renewed in the ordinary course.
- 7.4 The company shall not be under any duty to salvage or preserve an owner's vessel or other property from the consequences of any event for which the company is not responsible. However, the company reserves the right to salvage or preserve an owner's vessel or other property when it reasonably considers the action necessary. Where it does so the company shall be entitled to charge the owner on a normal commercial charging basis and where appropriate to claim a salvage reward.

8. Valid licence and boat safety certificate.

- 8.1 It is a strict condition of these mooring conditions that all vessels must have a valid Avon Navigation Trust licence. Boat licences must always be displayed as required by the Avon Navigation Trust. Evesham Marina is subject to regular welcomed inspections by enforcement officers of the Avon Navigation Trust.
- 8.2 The license will need to be issued and displayed before the vessel is moored in the marina, or enters the water by a crane, trailer or otherwise, and must be shown to the company.
- 8.3 It is a strict condition of these mooring conditions that all vessels must have a current Boat Safety Scheme (BSS) certificate or a declaration of conformity issued by the builder if the vessel is within four years old. A copy of the current certificate or declaration shall be kept on file in the main office and it is the owners responsibility to ensure the copy is updated as required.
- 8.4 The company reserves the rights to terminate the mooring forthwith of any vessel that fails to comply with these requirements for a valid boat safety scheme certificate and/or licence.

9. Condition of vessel and vehicles.

- 9.1 The owner shall ensure that the vessel remains fit for the purpose for which it was produced at all times whilst it is at the marina.
- 9.2 All Vessels must be kept clean and in reasonable repair at all times. Should a 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, for a maximum period of 28 days. The company may, at its absolute discretion, allow the prolonged use of a temporary cover upon the request of an owner. The company must be notified of the need for a cover at the start of the period of use.
- 9.3 In addition to the requirements set out in clause 8.1, the owner shall ensure that the vessel remains in an aesthetically pleasing condition whilst it is at the marina. The company shall be the sole judge of what is considered "aesthetically-pleasing" by having reference to the condition of the majority of the vessels moored at the marina.
- 9.4 Any vehicle parked within the Evesham Marina grounds must be of roadworthy condition have a current MOT and be taxed and insured for use on the public highway. Vehicles registered under the SORN scheme may not be parked at the marina. It is the owners responsibility to ensure that any guests vehicles also meet these conditions. You must produce a valid copy of a policy of insurance (with evidence of payment of the premiums) that covers the vehicle to the company on request.

10. Commercial use and sale of vessel

- 10.1 Except with the previous written consent of the company, the owner shall not use any part of the marina or vessel for any commercial purposes including, but without limitation, hire of the vessel, embarkation of charter parties, rental accommodation or advertising of any kind or to display any advertisements, signboards, posters, signs or notices on the vessel or anywhere else within the Marina.
- 10.2 For the avoidance of doubt occasional use of the vessel by a friend of the owner on payment to the owner of a contribution towards the actual running costs of the vessel shall not be deemed to be a commercial purpose.
- 10.3 Upon request, the owner shall supply to the company full details in writing of all such use of the vessel by friends in accordance with Clause 9.1 above.
- 10.4 The owner shall not place on or in the vessel or anywhere else in the marina any advertising for a vessel for private sale. Whilst it is moored at the marina the owner may not place the vessel for sale with another broker or privately. All sales must be brokered through the company's brokerage service for which there is a discounted brokerage fee for owners' vessels moored at the marina.

11. Rights of the company to re-berth and move vessels

- 11.1 The company reserves the right to moor, re-berth, move, board, enter or carry out emergency work on any vessel if, in the company's opinion (acting reasonably), it is necessary to do so for the purposes of attempting to:
 - 11.1.1 avoid damage to the vessel or to any other vessel in the marina or to the water space; and/or
 - 11.1.2 ensure the safety of other users of the marina; and/or
 - 11.1.3 ensure the safety of the company's staff, premises, plant, or equipment.
- 11.2 The company also reserves the right to moor, re-berth or move the vessel if, in the company's opinion, it is necessary to do so in order to launch or put afloat any other vessel.
- 11.3 The company also reserves the right to moor, re-berth or move the vessel, and/or to move any equipment and/or goods belonging to the owner if, in the company's opinion, it is necessary for the good management, safety, or security of the Marina.
- 11.4 As per clause 2.6 and clause 2.7 of these conditions of mooring, the company retains sole possession and control of the berth and these conditions of mooring do not confer any rights of possession or tenancy to the owner.
- 11.5 The company reserves the right to replace ropes and re-secure any vessel in the interests of safety at the owner's expense.

12. Mooring, re-berthing, moving, or towing at the owner's request

- 12.1 Subject to payment by the owner of the company's reasonable charges, the company may moor, re-berth, move or tow any vessel at the request of the owner. The company will not be liable for any damage to the vessel arising as a result of the mooring, re-berthing, moving or towing save where such damage is caused by any negligence or default on the part of the company.
- 12.2 Where the company complies with a request from an owner pursuant to clause 11.1 above, the owner agrees to indemnify the company in full from and against any and all loss, damage or liability (including all legal fees and costs) incurred by the company as a result of complying with such request.

13. Non-exclusivity of berths

- 13.1 Nothing in these conditions of mooring or the contract shall entitle the owner to the exclusive use of a particular berth. Vessels shall be berthed or moored by the owner in such a manner and position as the company shall direct. Once the company has allocated a berth to the owner, the owner shall not utilise a different berth unless such a change of location is approved by the company in writing prior to the owner taking such action or is necessitated by emergency circumstances.
- 13.2 The company reserve the right to re-arrange berths from time to time and may require the owner to move the vessel to the relevant berth.

14. Marina services and facilities

- 14.1 Services and facilities at the marina other than the provision of a berth for the vessel are provided for the comfort and convenience of customers. The company intends to continue to provide services and facilities to the level currently available however the company may withdraw, close, or levy an additional charge for any such services or facilities at any time and is under no contractual obligation to provide them. The

company 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 on the noticeboard by reception.

- 14.2 The company reserves the right to carry out maintenance of the services and facilities whether scheduled or unscheduled and during these periods any downtime will be kept to a minimum and the owner notified beforehand where practically possible.
- 14.3 The laundry facility must be kept clean and the filter on the tumble drier cleaned by the user at the end of each use. This is to ensure the facility is ready for the next user.
- 14.4 There is to be no pet bedding or associated items washed or dried in the marina laundry facility.
- 14.5 It is the responsibility of the owner using the Elsan emptying facility to ensure it is left clean for the next user. Cleaning products will be provided and any shortages in supplies should be brought to the attention of the company as they are noticed.
- 14.6 The W.C. and shower facility available at the main building is non gender specific and therefore privacy and respect should be shown at all times to all users. The sink area is intended for washing hands after using the facilities only. Please refrain for using the sinks for shaving, body washing, hair dyeing etc. which should be carried out on the vessel.
- 14.7 The benches on the quayside by the river are for use by all owners of the marina and are not reserved for use by particular owners or vessels. No personal effects should be left on the benches when not in use. The benches should not be moved from the location set out by the company without prior permission being granted by the company.

15. Pets and owners responsibility

- 15.1 Well behaved Domestic pets are allowed to be kept on board the vessel whilst it is moored at Evesham Marina provided the owner provides full details of each animal to be kept on board. The company may refuse consent to allow a particular animal or type of animal on the marina and also reserves the right to restrict the quantity of animals per vessel to two. Behaviour includes barking and whining etc. and if considered excessive and causing a nuisance to other moorers, will result in the termination of the mooring arrangement. Notice will be given in writing and the company's decision will be final.
- 15.2 All pet owners shall be responsible for their animals at all times. All dogs must be kept on a lead within the confines of the marina. Cats are allowed; however it is the owners responsibility to ensure they are not being a nuisance to other owners or vessels, and are not fouling the marina when away from their owner's vessel. Please do not let any animal foul the marina pontoons, walkways, driveways, or grass areas at any time.
- 15.3 Animals are not permitted to enter any of the marina buildings including toilets, and the elsan emptying points, on health and hygiene grounds, unless prior permission has been given by the company for registered assistance animals.
- 15.4 Please ensure that any fouling is removed and disposed of safely for the benefit of other marina users. Do not dispose of animal waste into the water of the basin or the river, or the hedgerows surrounding the marina.
- 15.5 Any left fouling discovered should be reported to the marina office as soon as practically possible in order for the company to arrange cleaning up.
- 15.6 Any owner who is found in breach of this condition will immediately forfeit their mooring agreement and be asked to leave forthwith. An additional cleaning charge of £100.00 (one hundred pounds) will also apply for any owner found in violation of this clause. The company's decision will be final.

16. Authorised Car Parking

- 16.1 Subject always to the availability of parking spaces, the owner is entitled to one free parking space for a car or people carrier sized vehicle with up to seven seats per contract. During quiet times you will be allowed an additional vehicle however the owner agrees to find alternative parking for any vehicle over the allowed one per berth when asked to do so by the company. The company's decision will be final.
- 16.2 Prior agreement from the company will need to be granted for vans and commercial vehicles.
- 16.3 It is the owner's responsibility to notify the marina office of the registration number of any vehicle or change of vehicle.
- 16.4 Vehicles parked within the marina are parked at their owners' risk and the company accepts no liability for loss or damage howsoever caused.
- 16.5 All vehicles must meet the terms set out in clause 8.4 of these conditions of mooring.
- 16.6 Vehicles are to be parked within the marked parking bays provided at all times and parked with consideration to others.
- 16.7 Any unauthorised vehicle or a vehicle that is found to be parked illegally will be reported and removed from the marina and the cost of the removal will be the responsibility of the vehicle owner.

17. Repairs to the vessel

- 17.1 Minor running repairs or minor maintenance works of a routine nature including but not limited to sanding, staining, painting etc. which does not cause noise disturbance disruption or pollution to the marina, may be carried out without the company's permission. Extensive external sanding, angle grinding, welding, internal refitting, spray painting etc are considered major works and cannot be carried out without the prior permission of the company.
- 17.2 All work should be carried out with consideration for other owners and users of the marina and should be carried out within the times as per clause 24.2.
- 17.3 All work should be carried out within the confines of the vessel and not on the pontoons, walkways or areas around the marina, unless express permission has been granted by the company prior to work commencing.
- 17.4 Outside contractors are not permitted to work within the marina boundary for any type of work or repair and such work is strictly forbidden unless written permission has been granted by prior arrangement with the company. A fee will be charged to the owner for an outside contractor if permission is given and will be settled before any access to the marina is given. This will be determined at the time of permission being granted.
- 17.5 Any owner who is given written permission from the company for an outside contractor to carry out a repair is responsible for ensuring that the contractor provides all necessary permits if required and provide proof of third party liability cover to a minimum of £5,000,000 (five million pounds). A written copy of a method statement and risk assessment will need to be provided by the contractor for the work required. All documentation must be made available at the point of registering with reception before any work commences. The company reserve the right to rescind its prior written permission for work if it considers any of the aforementioned documentation to be insufficient.
- 17.6 The company shall not be held responsible for any costs incurred by the owner should permission be rescinded for the reasons in clause 16.4.

18. Health and safety and fire precautions

- 18.1 The owner, guests, and visitors shall abide by all relevant health and safety regulations, codes of practice and any health and safety guidance issued by the company whilst using the marina.
- 18.2 The owner shall take all necessary precautions against the outbreak of fire in or upon the vessel and shall provide and maintain in good working order the fire extinguishers in or on the vessel and have them readily available for immediate use in case of fire in accordance with the boat safety scheme requirements. The owner is responsible for ensuring all fire extinguishers on board are within any effective date range, are in effective condition in between the four yearly inspection period of the boat safety scheme and easily accessible in the event of a fire.
- 18.3 The lighting of open fires or use of fireworks is strictly prohibited.
- 18.4 Barbecues or portable gas cookers may be used when placed on a suitable stand and only in designated areas. All barbecues and cookers must not be left unattended and must be properly extinguished.
- 18.5 No barbecues, portable or table top cooking devices are to be used on the wooden picnic benches.
- 18.6 The area around the equipment must be left in a clean and tidy condition.
- 18.7 Children invited to the marina by the owner and the owners' visitors or contractors are the sole responsibility of the owner and must remain under the owners supervision at all times as the marina may be potentially dangerous to them. They must not cause a nuisance to any other user of the marina. Any persons deemed to be acting in a manner that could cause a nuisance will be requested to leave the marina. The company's decision will be final.
- 18.8 Running and cycling on the pontoons is not permitted.
- 18.9 The use of electric scooters by moorers or their guests is strictly prohibited anywhere within the marina grounds in the interest of public health & safety for those using the facility.
- 18.10 No items may be secured to electricity bollards, steps, or mooring riser poles, including cycles. Cycle racks will be provided for use by the owner and will be increased in number as and when appropriate.
- 18.11 When connecting to a designated electrical outlet point, a meter will be supplied by the company and only company approved leads and plugs must be used to make the connection to the vessel. These must be maintained in accordance with the relevant regulations and standards.
- 18.12 The owner is not permitted to alter the berth or facilities in any way.
- 18.13 The owner must provide the company with their current address and contact details and telephone numbers so that the owner can be contacted in the case of an emergency.
- 18.14 An emergency contact for the owner must also be provided and a set of keys for the vessel must be provided to the company for emergency access.

19. Spillages

- 19.1 The owner should immediately inform the company of any spillage of oil, paint or any other pollutant into the marina basins river or grounds. The owner should also take such steps as are reasonably practicable in the circumstances to minimise the spread of the pollutant and warn other users of the marina of the problem. Costs associated with any clean-up operation may be charged to the owner. Any spillages outside of business hours should be notified to 07867494335.

20. Storage of material

- 20.1 No fittings, equipment, supplies, stores, or any other property belonging to the owner, shall be stored or left at the marina without first seeking permission from the company.
- 20.2 Except whilst transporting items to or from the vessel the owner must not leave or store any items on the pontoons, pathways, walkways, car parks, or anywhere else on the marina.
- 20.3 Flowerpots, troughs, and planters are only permitted, in reasonable numbers, on the six berths on the riverside moorings alongside the two main basins only. All flower displays are the responsibility of the owner and must be kept in a good condition. Any waste should be disposed of in the main refuse skip and not dumped or turned out onto the grass areas, hedgerows or grounds of the marina. The company reserves the right to remove any pot, trough, or planter, that it deems either too many, out of location, or not in good condition. The company's decision will be final.
- 20.4 Under no circumstances should any planters or belongings be placed and left in any other area of the marina.
- 20.5 There are to be no washing lines and no laundry may be hung anywhere within the marina. Any laundry hung on your vessel must not be visible to other users of the marina or other people in the vicinity of the marina.

21. Stowage and use of dinghies and personal watercraft

- 21.1 Dinghies, tenders, rafts, paddleboards, canoes, kayaks, and any other personal watercraft shall be stowed aboard the vessel unless a berthing area is separately allocated to them by the company. The company must be notified of any such craft being used in the marina area.
- 21.2 The company is not held responsible for any loss, damage, or theft of any personal watercraft left in the marina.
- 21.3 The owner shall ensure that the appropriate valid licence and insurance is in place for any personal watercraft and a copy should be given to the company to be kept on file.

22. Disposal of refuse

- 22.1 No refuse shall be thrown overboard or left on the pontoons, car parks, or grounds of Evesham marina.
- 22.2 Any domestic waste shall be disposed of in the Biffa household waste skip and recycling wheelie bin provided by the company, or by removal from the marina by the owner.
- 22.3 Ash from solid fuel stoves on vessels should be allowed to cool completely for a period of at least 24 hours before being put into a sealed bag and disposed of in the Biffa household waste skip. Under no circumstances should it be deposited into the hedgerows, grass areas, or anywhere else on the marina grounds.
- 22.4 Non-domestic waste including, but not limited to, batteries, refrigerators, television or computer equipment, electrical components, soft furnishings, furniture, mattresses, cookers etc. must be removed from the marina by the owner. The company may offer to assist in disposal of items classed as non-domestic and will advise of the cost to do so if required. Clearing of refuse found anywhere else within the marina will be charged directly to the owner.
- 22.5 The use of sea toilets within the inland waterways of the British Isles is strictly prohibited. Any discharge into the marina or similar disposal of toilet waste into the marina or river is prohibited. Failure to observe this rule will result in immediate termination of the contract and reporting to the Environment Agency for prosecution.

23. Safe navigation of vessels in the marina.

- 23.1 When entering leaving or manoeuvring in the marina, the owner must ensure that the vessel is not navigated at such a speed or in such a manner as to endanger or cause inconvenience to other vessels.
- 23.2 The owner must ensure that his vessel is not navigated by anyone who is under the influence of alcohol or drugs or otherwise intoxicated so as to affect the capability of the individual to safely navigate.
- 23.3 It is the responsibility of the owner to ensure the competence and ability of the person navigating the vessel in keeping safe passage at all times.

24. Prohibition of nuisances

- 24.1 No noisy or objectionable engines, radios or other apparatus or machinery shall be operated at the marina so as to cause nuisance or annoyance to any other users of the marina or to any person residing in the vicinity.
- 24.2 Engines, generators or other apparatus or machinery must only be operated between the hours of:

Monday to Friday	Saturday and Sunday
08:30 – 17:30	09:00 – 13:00
- 25.2 No anti-social behaviour or abuse, whether verbal, physical or any other means shall be tolerated towards customers, fellow owners, users, or staff at the marina. Breach of this clause will result in immediate termination of the contract and criminal prosecution may be taken.
- 25.3 The owner shall use his best endeavours to ensure that himself his crew visitors or contractors where permitted do not cause a nuisance as described in Clauses 24.1, 24.2 and 24.3.
- 25.4 The owner shall not do, or permit to be done, anything which may cause a nuisance or annoyance to the company or any other user of Evesham marina.

25. Fishing

- 25.1 Fishing is allowed in the marina in designated areas and subject to the owner seeking the relevant permission from the company.
- 25.2 Owners who wish to fish are responsible for obtaining the appropriate license for the river and are bound by the Rod fishing byelaws: Midlands as set by the Environment Agency.
- 25.3 All persons must show respect for fellow owners and moving vessels and fishing should not be carried out near neighbouring vessels.
- 25.4 Any moving vessel has priority and fishing equipment should be kept clear of moving vessels. No fishing equipment must be left unattended.

26. CCTV

- 26.1 The use of personal CCTV and any surveillance equipment is prohibited within the marina boundaries. Any cameras in place within an owner’s vessel should be sited appropriately so as not to capture any image through the windows or openings.
- 26.2 The marina operates and maintains CCTV coverage to monitor for theft and security purposes around the site and is registered with the appropriate authorities to do so. The system continuously loop records for a maximum period of fourteen days to a secure hard drive. The company is registered with the Information Commissioner’s Office (ICO) registration number ZA537106 and all data will be handled within the guidelines as set by the ICO.

27. Wi-Fi

- 27.1 The company operates a free to use wireless internet service which may be used by the owner. A security code is required for access and is issued at the reception office on request. The service is intended for email, instant messaging and internet browsing. It is not intended for streaming movies or downloading or uploading large amounts of data which could reduce the speed of the service for everyone.
- 27.2 The company manages the bandwidth available to each access code to ensure fair usage for each owner.
- 27.3 One code will be issued to a vessel and there is no restriction on how many times that code can be used however more devices could result in a slower connection.

28. Mail and personal deliveries.

- 28.1 The company is not authorised to receive any parcels, letters, goods or chattels either for delivery to the owner or any other person, or from the owner or any other person for collection or delivery to others except at the sole risk of the person concerned, and the owner will indemnify the company against any claims in

respect of the matters referred to in this clause. Any parcels, letters, goods or chattels received will be placed in the post room, if appropriate, for collection by the moorer, and the company cannot be held responsible for any loss or damage incurred. Residential moorers will be allocated a post box and given two keys (one for the post room and one for the post box) on a £25 refundable deposit which is refunded at the end of the mooring term on return of the two keys.

- 28.2 The company reserve the right to refuse any delivery or collection of any parcels, goods or chattels for whatever reason, and cannot be held responsible for any loss, damages or related claims relating to any refusal to accept delivery or collection. Any parcels, goods or chattels that require a signature, should be signed for by the owner or owner's representative, unless prior permission has been sought from the company.
- 28.3 The company reserve the right to charge a handling charge for any delivery or collection it agrees to that requires assistance to unload or load, and the owner accepts full responsibility. The company will not be held responsible for any loss or damage howsoever caused.

29. Site security

- 29.1 The company operates and maintains CCTV security systems which cover the main areas of the site and the marina is secured by an electric operated gate which will remain open during normal business hours and closed at all other times.
- 29.2 The gate is operated out of hours by a mobile phone signal and each owner can add two phone numbers to activate the gate when they call it. The phone numbers will be programmed into the system and once they are stored the gate will open by the owner calling the gate from the phone number stored. Only those numbers programmed in will activate the gate.
- 29.3 On presentation of the phone numbers to the marina reception the owner will be given the number to call for the gate. When the number is called from the specific number registered the service goes straight to voicemail the amber flashing light on the gate post begins to signal and the gate opens. This number is not a manned service and the message service is not accessed so do not leave a message.
- 29.4 The company expects owners too be in visual contact with the gate prior to calling for access, to ensure that no unauthorised entry can be given unknowingly to person/s waiting by the gate at the time of opening.
- 29.5 On leaving the marina by vehicle there is a loop under the drive surface which will detect a vehicle waiting to leave and the gate will open automatically. There is no override for cycles or pedestrians and therefore the owner will be required to call the gate in the usual way to get the gate to open.

30. Personal data

- 30.1 The company stores personal data electronically and by standard paper copy filing procedures and as such operates to the guidance given by the Information Commissioners Office (ICO) under their guide to data protection.
- 30.2 By accepting these conditions of mooring, the owner gives their consent that contact information, including details of the owners principle registered address, may be given to the relevant authorities on request. These include Wychavon District Council, Avon Navigation Trust, Police, Fire and Ambulance services and any court bailiff if requested.
- 30.3 The owner has the right to request to view the details of any information the company holds and the company may make a small charge to cover administration duties to provide this. Any request should be made in writing to the company. This does extend the right to view any CCTV footage that may be held on the system, however, it may not be possible to view any footage that may contain another person without the permission of that person.

31. Additional regulations and rules

- 31.1 The company reserves the right to amend these conditions of mooring and/or to introduce other site-specific rules and regulations which the company deems necessary for the efficient and effective running of the marina. Such amendments to the conditions of moorings shall become effective on being displayed on the noticeboard by the marina reception. A copy of any changes will also be emailed to each owner or sent in letter form where appropriate.
- 31.2 Any such rules and regulations introduced shall be deemed to form part of these conditions of mooring and the company shall have the same rights for a breach of these rules and regulations as per clause 3.3.
- 31.3 The owner shall at all times abide by and shall use his best endeavours to ensure that his crew and visitors abide by any applicable Avon Navigation Trust, Environment Agency and any other local authority byelaws.

- 31.4 The owner further undertakes to abide by any reasonable instructions issued by the company.
- 31.5 The owner agrees to make these conditions of mooring known to all guests and visitors that accompany the owner or use the vessel.

32. General

- 32.1 The company shall not be liable for any failure or delay in performing any of its obligations under these conditions caused by circumstances beyond its control.
- 32.2 In these conditions unless the context otherwise requires words implying any gender include every gender and words implying the singular include the plural and vice versa.
- 32.3 The headings in these conditions of moorings are for convenience only and shall not affect its interpretation.
- 32.4 Unless otherwise agreed in writing, the company's failure to exercise or delay in exercising any right or remedy provided by these conditions of mooring does not constitute a waiver of that right or remedy or waiver of any other rights or remedies under these conditions.
- 32.5 If any part of these conditions of moorings is held by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the remainder of these conditions shall not be affected.
- 32.6 These conditions of mooring, the schedule and any site specific rules and regulations introduced by the company in accordance with Clause 17 above constitute the entire agreement and understanding between the company and the owner with respect to all matters referred to within it and shall supersede any previous agreement(s) between the parties in relation to the matters referred to in these conditions of mooring.
- 32.7 No person other than a contracting party may enforce any provision of these conditions of mooring by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 32.8 Any notice given or invoice to be delivered in accordance with these conditions of mooring shall be delivered by hand left in the owners' mail tray in reception or sent by first class post.
- 32.9 These conditions of mooring shall be governed and construed in accordance with the laws of England.

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