

## **THRUPP WHARF MARINA - GENERAL MOORING CONDITIONS**

1. Mooring fees are payable in advance and not refundable in any circumstances, nor transferable if boat ownership changes. Three months written notice of vacating any mooring must be given or fees will be chargeable in lieu
2. Mooring is conditional on insurance with a minimum value of £2,000,000 third party indemnity, a current Boat Safety Certificate and a valid BW cruising licence. Such insurance shall be effected and maintained in an insurance office of repute and the boat owner shall produce the policy or policies relating thereto to the Marina Operator on demand.
3. Allocation of berths is at the discretion of Thrupp Wharf Marina. The boat owner is not entitled to the exclusive use of any particular berth and is required to relocate to any suitable berth if requested to do so.
4. The boat owner shall not lend, transfer or sublet the berth at any time without the express written consent of the Marina Operator nor shall the owner use the berth for any other vehicle.
5. If any of general mooring conditions are breached, the Marina Operator reserves the right to give notice to the boat owner requiring the boat owner to remove the boat from the marina within 28 days.
6. If the boat owner fails to remove their boat after receiving notice and the expiry of the notice period then the Marina Operator shall be entitled to at the boat owner's own risk remove the boat from the marina and thereupon secure it elsewhere and charge the boat owner with all costs arising out of such removal including alternative berthing fees.
7. Parking space is limited at the marina and you are asked to park considerately and to refrain from bringing more than one vehicle if at all possible. Large vans and caravans are not permitted on site.
8. Thrupp Wharf Marina has the right to exercise a general lien upon any boat and/or property of the boat owner until such a time as money due to Thrupp Wharf Marina in respect of mooring fees, commission or charges for work done or goods supplied or otherwise shall be paid.
9. The boat owner must keep their boat in good condition, well maintained and protected at all times. If in the opinion of the Marina Operator the boat has deteriorated so as to be unfit to remain in the Marina then the Marina Operator reserves the right to terminate the mooring.
10. All persons using any part of the marina for whatever purposes and whether by invitation or otherwise do so at their own risk.

11. No boat when entering or leaving or manoeuvring in the marina, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other boats in the marina.
12. No noisy, noxious or objectionable engines, radios or other apparatus or machinery shall be operated within the marina so as to cause any nuisance or annoyance to other users of the marina. The boat owner's guests should not behave in such a way as to offend the other users of the marina.
13. All property is kept at the Marina at owner's risk. No property to be stored off the boat at the marina premises without consent from the Marina Operator.
14. Use of electricity is at the discretion of the Marina Operator. Electrical use is via prepaid cards available from the Marina Operator.
15. All dogs must be kept under control at all times and kept on a lead when off the boat. You are required to be diligent in clearing up after your dog.
16. Boatbuilding or boat fitting is not permitted in the marina. Whilst general DIY is accepted this must be of a nature not to disturb other boat owners e.g. with noise or dust.
17. All contractors (e.g. mechanics) must carry full public liability insurance, park their vehicles considerately and only permitted to work at the marina premises with the permission of the Marina Operator, which will not normally be unreasonably withheld.
18. The vehicle gate should be kept locked unless there is a sign to indicate otherwise.
19. A refuse bin is provided for bagged kitchen/domestic waste only, please do not use it for general/DIY waste as room will be at a premium. It should also be noted that no oil or batteries are to be left on site neither should any refuse be thrown overboard.
20. All decks and cabin tops are to be kept in good order, clear of surplus gear and equipment not necessary for the navigation of the boat. On the mooring all appendages (e.g. TV aerials etc) to be as inconspicuous as possible.
21. The marina is not to be used as a postal address for the delivery of personal mail.
22. The boat owner shall take all necessary precautions against the outbreak of fire in or upon their boat. The boat owner shall observe all statutory and local regulations relative to fire prevention (if any). The boat owner shall provide and maintain at least one fire extinguisher of a BSI standard type and size in or on the boat for immediate use in case of fire.
23. Boat owners should be aware that areas of the marina may become slippery during wet, inclement or cold weather and extreme caution must be taken within the marina. The Marina Operator will not be held responsible for any accidents that may occur.
24. Children are the sole responsibility of the boat owner and must remain under the boat owner's supervision at all times whilst using the marina.

25. Damage to the marina property whether through accident, collision or spillage will be the responsibility of the boat owner at full repair cost.
26. The playing of loud music is not permitted.
27. Fireworks are not permitted to be used or stored anywhere within the marina.
28. No fishing is allowed in any part of the marina. However fishing along the canal itself is permitted subject to appropriate licences etc.
29. In these terms and conditions reference to the masculine includes the feminine and vice versa and a reference to an individual or person includes companies and vice versa.
30. Thrupp Wharf Marina reserves the right to alter or amend these conditions at any time without notice.