



**ST. KATHARINE DOCKS**

AN  IGY DESTINATION

**ST. KATHARINE DOCKS MARINA**

2022 Conditions of Mooring

## DEFINITIONS

1. For the purpose of these Conditions of Mooring the following definitions shall apply:
  - 1.1 "Berth" shall mean the space on water or land to include the dock floor/bed from time to time allocated to the Master by the Company for the Vessel during the term of these Conditions of Mooring.
  - 1.2 "the Company" shall mean SKD Marina Limited whose registered address is Asticus Building, 21 Palmer Street, London, England, SW1H 0AD. (company number 07670560) or where the context so admits any officer of the Company.
  - 1.3 "Emergency Vessel Information Form" shall mean the emergency vessel information form as amended from time to time as set out at Appendix 3.
  - 1.4 "Event" shall mean the gathering of six or more people at the invitation of the Master on board the Vessel or in the Marina for the purpose of entertainment, public relations, business promotions and similar gatherings.
  - 1.5 "Events Disclaimer Form" shall mean the events disclaimer form as amended from time to time as set out at Appendix 2.
  - 1.6 "High Usage" shall mean any circumstance in which any Vessel owned by the Master is physically occupied in the Berth for more than 50 nights during the Berthing Period. In order to assess the High Usage, the Company or the Manager may at its sole discretion take into account the usage of the Vessel owned by the Master within the Marina at any time during or prior to the Period Booked.
  - 1.7 "the High Usage Charge" is a charge imposed on the Master at any time during the Period Booked if the Master's Vessel qualifies as High Usage. The High Usage Charge will be a percentage of the Mooring Charges as set out from time to time in the schedule of Prices and Facilities and it will be payable from and including the date the Company notifies the Master in writing of its decision to impose the High Usage Charge.
  - 1.8 "the Master" shall include owners (whether registered or not), skipper, agents, charterers, licensees or any person having ostensible responsibility for any Vessel and any crew family or invitees of the Master.
  - 1.9 "the Marina" shall comprise the Central Basin, the East and West Docks, the lock and lock gates, the quayside, jetties, the pontoons and all and any ancillary services thereto.
  - 1.10 "Mooring Charges" shall mean the charges payable in respect of berthing a Vessel at the rates currently applicable from time to time set out in the schedule of Prices and Facilities and are payable in respect of the period booked and shall not be refundable except as permitted by Clause 8 - 11 hereof.
  - 1.11 "The Manager" shall mean the officer of the Company responsible for administration to the Marina or persons authorised by such a person.
  - 1.12 "Overnight Rate" shall mean the charges payable in respect of berthing a Vessel at the rates currently applicable from time to time set out in the schedule of Prices and Facilities and are payable in the event of clause 10 being applicable to the Vessel.
  - 1.13 "The Period Booked" shall mean an annual, monthly, weekly or overnight berth.
  - 1.14 "Tariff" shall mean the price of goods, services or additional charges as set out in the tariff from time to time, such tariff being available from the Company or Manager on request and subject to change by the Company or Manager without notice.

- 1.15 "Vessel" shall mean any form of craft, boat, ship, yacht, dinghy, multi-hull, canal boat or other waterborne structure in the Master's care and control.

## THE MASTER HEREBY AGREES WITH THE COMPANY AS FOLLOWS

### AGREEMENT

2. The Berth at the Marina shall be licensed for the Period Booked and at the Mooring Charges as set out in the licence agreement or the schedule of tariffs.
3. These Conditions of Mooring shall not be automatically renewed but shall end at the end of the Period Booked specified in Appendix 1 unless terminated in accordance with clauses 8 – 11.
4. The Company alone retains possession and control of the Berth and any and all other parts of the Marina.
5. These Conditions of Mooring are not intended to confer exclusive possession on the Master or to create the relationship of landlord and tenant between the parties. The Master 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.
6. These Conditions of Mooring do not create any other estate or interest in land, whether legal or equitable, over the Berth or the Marina, or over any part thereof.
7. The Master shall not do anything which the Company believes infringes or interferes with the Company's possession and control of the Berth or the Marina.

### TERMINATION OF MOORING AGREEMENT

8. Termination of the hiring of a berth may be effected by the Company at any time for whatsoever reason on fourteen days' notice in writing to the Master and in the event that such notice shall expire on a day prior to the end of the Period Booked that Master shall be entitled upon vacating the mooring to reimbursement of Mooring Charges actually paid as at the termination date pro rata for the remaining unexpired part of the Period Booked at the rate actually paid by the Master.
9. Termination of the hiring of a berth may be effected by the Company forthwith with immediate effect in the event of any breach of these Rules and Regulations and upon being called upon to do so the Master shall forthwith vacate the mooring and remove the Vessel from the Marina and the Master will make good any damage to the Marina caused by such removal to the satisfaction of the Company.
10. In the event of any termination of the hiring of a berth as contemplated hereby, or in the event that the Period Booked has expired and the Master has not entered into an agreement with the Company for a further period, failure of the Master to remove the Vessel from the Marina within seven days of such termination or expiry as aforesaid shall empower the Manager to remove the Vessel from the berth and relocate it in such a position as the Manager sees fit and notwithstanding such termination or expiry as aforesaid the Master shall pay damages equivalent to the fee which equates to the Mooring Charges as well as any other expenses or costs reasonably incurred by the Manager then payable until such time as the Vessel is removed from the Marina and this provision shall be without prejudice to any other rights that the Company may have in connection therewith. The Company may at its complete discretion charge at and the Master shall pay the Overnight Rate or such other lower amount as the Company sees fit.
11. The Master may terminate this agreement by giving the Manager at least two (2) weeks' written notice prior to the first day of the Period Booked (the "Notice Period"). In the event that the Master gives notice to terminate these Conditions of Mooring, the unpaid Mooring Charges are non-refundable and shall be payable on first demand by the Company or Manager.

## CONDUCT WITHIN THE MARINA

The Master acknowledges and agrees that it shall comply with the following:

12. Masters shall at all times observe and comply in all respects with the provisions and requirements of these Conditions of Mooring and also with all legislation regulations orders instruments and bye-laws whether now in existence or hereafter to be made whether concerning the use of the Marina or the state or condition of the Vessel or equipment carried thereon or in respect of the conduct of the Vessel.
13. Without prejudice to the generality of clause 12 hereof the Marina must not be polluted by the spillage of waste effluent detergent fuel or any other substances (whether deliberate or otherwise). Masters shall if required pay and place in the bilge of the Vessel a bilge sock of appropriate size. No chemical or sea toilet or other toilet shall be discharged into the Marina. Any black water from the Vessel should only be discharged using the Marina's facilities and if requested the size and location and use of any such tanks shall be disclosed to the Company/Manager on first demand. The Company shall be empowered to take such actions as it sees fit to prevent, respond to and clean-up such pollution, and the Master will be responsible for all costs, expenses and liabilities arising from or related to such pollution.
14. No items of boats gear fittings or equipment supplies stores or the like shall be left upon or in any part of the Marina and must at all times be stored properly on board the Vessel in accordance with all legislation regulations orders instruments and bye-laws whether now in existence or hereafter to be made whether concerning the use of the Marina or the state or condition of any Vessel.
15. Trip Hazards – It is imperative that all pontoons remain clear of anything that could cause a trip hazard. Nothing should be placed on the pontoons other than access steps. Any obstruction or trip hazard found on the pontoons or quayside should be reported to the Company/ Manager at the Marina Office.
16. Electricity and water are provided at positions on pontoons for use by Vessels. Masters shall use the electricity position directed by the Company and shall provide the required equipment for connection, as deemed safe by the Company. No Master, crew etc. will allow this supply to become overloaded. In the event of an interruption of power supply of whatever nature, this must be immediately notified to the Company/Manager at the Marina Office. Out of Hours contact the Company's Security Control on 020 7264 5294/96. All hoses, power leads, cabling must be laid within the conduit troughs which run across the pontoon. The onus of safe routing of leads and hoses remain with the Master. The Company does not provide water hoses, electric cables or adapters.
17. No refuse shall be thrown overboard or left on the pontoon jetties or quays or disposed of in any way other than in any receptacles provided by the Company for the type of waste or recyclable materials indicated whether dry or otherwise or by removal from the Marina, and the Master will be responsible for all costs, expenses and liabilities arising from or related the failure to dispose of refuse in the receptacles provided.
18. No noisy noxious or objectionable engines radio or other apparatus or machinery shall be operated within the Marina so as to cause any nuisance or annoyance to the Company to any other users of the Marina or the adjoining premises or to any person residing in the vicinity and the Master undertakes for itself, its guests and all using the Vessel that they shall not behave in such a way as to cause any nuisance or annoyance. Halyards sails, covers, lines and moveables on board shall be secured so as not to cause nuisance or annoyance. In the event of nuisance or annoyance being caused between the hours of 22:00 and 08:00 the Company or Manager may in their sole discretion order the Master to vacate the berth and remove the Vessel from the Marina.
19. The Master will apply due care and attention when on the pontoons and will neither run nor cycle over them, and the Master will ensure crew, visitors and invitees apply the same due care and attention. When walking down the access ramps, the Master will use the handrails provided for safety, and will

ensure crew, visitors and invitees use such handrails. It is the responsibility of the Master to ensure the safety of themselves, their crew, visitors and invitees whilst on board or in or about the Marina and without prejudice to the generality of the foregoing require life jackets or buoyancy aids to be worn within the confines of the Marina particularly by persons unable to swim.

20.

20.1 Masters of Vessels arriving from outside UK waters will comply with the relevant statutes regulations statutory instruments with regard to the control of pets and animals entering the United Kingdom. The importation of pet animals on board privately owned pleasure craft is specifically excluded within the provisions of the UK Pet Travel Scheme. Should you wish to verify this requirement please refer to the DEFRA - The Department of the Environment, Food and Rural Affairs.

20.2 Any pets lawfully on board shall be under the control of the Master who shall ensure that no nuisance shall be caused by them and when in or about the Marina be kept under control whether on a leash or otherwise and in particular shall clean away any fouling caused in the Marina.

21. Fishing is not permitted.

22. Swimming and diving is not permitted.

23. The Master is responsible for reporting to the Company and/or the Manager all accidents involving injury to any person or damage to any public or private property that occurs in the Marina promptly and in any case within 24 hours of the accident occurring.

24. Marina trollies shall be returned to their collection points. Masters shall immediately report to the Manager any trollies which fall into the water of the Marina.

## INSURANCE AND LIABILITY FOR LOSS AND DAMAGE

25. The Master shall insure the Vessel adequately against loss or damage howsoever caused. As a minimum requirement for berthing a Vessel in the Marina the Master shall maintain third party insurance in respect of itself, its Vessel, its crew for the time being, its agents, visitors and guests in a sum of not less than £5,000,000 in respect of each accident or damage and in respect of the Vessel adequate salvage and wreck removal insurance cover. Such insurance shall be effected and maintained in an insurance office of repute (such reputation being at the sole discretion of the Company) and the Master shall if requested produce the policy or policies relating thereto to the Company or Manager on arrival at the Marina and on demand at any time thereafter.

26. The Master shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by or instituted against the Company or its employees which may be caused by the Vessel (by way of its mooring or otherwise), by the use of the Berth or by the Master, its crew for the time being, its agents, visitors and guests 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.

27. Masters shall forthwith on demand make good to the satisfaction of the Company any damage, arising from breach of clauses 13,17 and 51 herein or injury to the Marina or anything therein which may be caused as a result of any act default or omission of the Master or will at the option of the Company repay on demand to the Company or as the Company may direct the costs, amounts due under clauses 13,17 and 49 herein and expenses incurred in making good the same which making good the Company is hereby authorised to do at the expense of the Master and without prejudice to the generality hereof the Company may deduct from any deposit or any advance payment of Mooring Charges all or part of any such costs and expenses as aforesaid.

28. The Company shall not be liable, whether in contract or otherwise, for any loss, theft or any other damage of whatsoever nature caused to any Vessel or other property of the Master or others claiming

through the Master 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.

29. It is the responsibility of the Master to ensure that whilst the Vessel is in the Marina the insurance required in clause 25 is maintained at the level and for the cover stated or as amended from time to time.
30. The Company shall not be liable for death or personal injury in the Marina save to the extent caused by negligence or wilful act of the Company or for those whom the Company is responsible.
31. The Company and/or Manager may in their sole discretion restrict access to any part of the Marina at any time and for any period without prejudice to the generality of the foregoing whether as a result of weather conditions, condition of any structures, works of any type or otherwise as the Company or Manager consider would interfere with the health and safety and/or environment of the Marina or the users of the Marina.

## MOORING ARRANGEMENTS

32. The Master shall not lend or transfer any berth (this agreement being personal to the Master of a particular Vessel and strictly non-assignable) nor shall he use a berth for any other Vessel and nothing herein shall entitle a Master to the exclusive use of a particular berth.
33. The Company may change the Berth allocated to the Master from time to time and may require the Master to move the Vessel to the relevant Berth.
34. All or any Vessel in the Marina may be moved by the Company to any other part of the Marina and Vessels shall be berthed or moored by the Master in such a manner and position as the Company may require and unless otherwise agreed the necessary warps and fenders and means of access to the pontoons shall be provided by the Master and maintained in good condition. If in the opinion of the Manager and/or the Company it shall be deemed necessary for the management of the Marina generally, a Vessel may be berthed alongside another Vessel. The Master shall be liable for all costs, expenses and liabilities arising from or in connection with any movement of a Vessel by the Company and the Company undertakes the relocation with due care and diligence and in accordance with good marina management.
35. The Company may dispose of any berths, services or adjoining property on any terms which it thinks fit and the Company do not warrant the availability of any services (such as the supply of water and electricity) nor shall the Company be responsible for any failure of such services.
36. The Master will stow aboard the Vessel all dinghies tenders and rafts unless a berth is separately provided by the Company and separately paid for by the Master.
37. The Company may have the use of the Berth when it is left vacant by the Master.
38. Prior to the use of the Berth and the commencement of the Period Booked the Master shall provide to the Company or Manager such documentation as the Company or Manager may require in respect of evidence of compliance with the terms of this agreement and including (without limitation) an Emergency Vessel Information Form and such other information and forms requested in the interests in good marina and estate management. The Master shall provide any such information or documentation set out above at any time during the Period Booked as the Company or Manager may require.

## RESTRICTIONS ON USE OF VESSELS

39. Vessels must not be used for residential purposes.
40. Prior written consent of the Company will be required for any use of the Vessel and/or Berth for third party accommodation purposes (including without limitation for any accommodation being used as a holiday rental, homestay, Airbnb (or similar) or other hospitality and accommodation hiring or letting arrangement), hiring, chartering, filming, sale or demonstration of Vessels. In the event that consent is given, Vessels berthed within the Marina will be liable to a commercial surcharge as set out in the Tariff if the Vessel is used in any way for any such purpose. No such activity will take unless and until the Company has provided written consent and the commercial surcharge is agreed and paid to the Company in full. The requirements of clauses 42 and 43 herein must also be complied with unless the Company has consent to such a waiver in advance in writing.
41. Immediately upon request, the Master will provide the Company with information confirming the usage of the Vessels so the Company can determine whether the Vessels are being used in accordance with these terms and also whether High Usage applies.
42. No advertising of any type whether in print, visible from the Vessel, on the internet or social media or otherwise for the sale, hire or charter of the Vessel is permitted (without the previous consent of the Company which consent shall not be unreasonably withheld) and advertising for the use of the Vessel as a residence for any period is absolutely prohibited.
43. No sale and / or disposal or associated marketing of any Vessels whether privately or through a broker shall take place within the Marina without the prior consent of the Company in writing. In the event an authorised sale takes place, the Company shall be entitled to payment of a yard fee in the amount of 5% of the total sale/disposal price or at such other rate as the Company may specify from time to time. The Company or Manager may at their discretion request to review any documentation related to the sale and / or disposal of the Vessel, such documentation to be provided within 24 hours of such a request in a form as requested by the Company and/or Manager
44. The Master shall notify the Company of any sale/disposal of the Vessel and provide as soon as possible the details of any change of name of the Vessel or change of address, telephone or email address of the Master.

## EVENTS

45. The Master must obtain written consent from the Company/Manager at least 7 days prior to an Event being held. The Company/Manager will not consider the Master's request for consent to hold an Event until the Master properly executes and delivers an Events Disclaimer Form and produces insurance documentation evidencing third party insurance in respect of the Master, its Vessel, its crew for the time being, its agents, visitors and guests in a sum of not less than £5,000,000.00 in respect of each accident or damage and in respect of the Vessel adequate salvage insurance has been obtained. Such insurance shall be effected and maintained in an insurance office of repute (in the opinion of the Company) and the Master shall if requested produce the policy or policies relating thereto to the Company on demand.
46. In instances where an Event involves 10 or more persons, it is the responsibility of the Master to appoint security approved by the Company and / or Manager for the purposes of controlling and monitoring the Event. The security and any costs howsoever arising shall be the responsibility of the Master.
47. It is the sole responsibility of the Master to ensure guests are informed prior to the visit that suitable footwear is recommended in the environs of the Marina.

48. Should the Event involve the serving of alcoholic beverages, it is the responsibility of the Master, host or Event organiser to provide stewards to assist guests embarking and disembarking the Vessel at its sole cost.

## MAINTENANCE OF VESSELS

49. No repairs or maintenance to the Master's Vessel may be carried out without the written permission of the Manager or the Company which may be withheld at its sole discretion. The use of power tools by the Master in order to effect repairs or maintenance to the Vessel is prohibited at all times except with the written permission of the Company and / or Manager which may be withheld at its sole discretion.
50. If maintenance or repair work to the Vessel involves use of the pontoons or the surrounding quayside the Master must submit a method statement and risk assessment to the Company or Manager at the Marina Office for approval and the Company's written approval must be obtained prior to the work being carried out.
51. If a Master requires a diver or divers to carry out works of repair or maintenance to the hull of a Vessel this must be carried out by competent persons in compliance with the 'Diving at Work Regulations 1997' and any subsequent amendments and such persons must submit a method statement and risk assessment to the Company or Manager at the Marina Office for approval and the Company's written approval must be obtained prior to work being carried out.
52. Prior to commencing any work on a Vessel contractors entering the Marina shall contact the Manager, complete an application and provide all necessary permits required to carry out the work, provide proof of third party liability cover to a minimum of £5,000,000 and have such an application approved by the Manager and pay any appropriate fee promulgated by the Company. The Master's permission must be provided to the Manager for the contractor to carry out the work for which a permit is requested. The Company/Manager may at any time in its sole discretion refuse to permit any or all contractors to enter upon or work in the Marina. The Company shall have no liability for any reasonable refusal of entry or permission to carry out works of any such contractor.
53. If the Vessel's keys are handed to a third party on the written instruction of the Master neither the Company nor the Manager shall have any liability to the Master arising from loss or misuse of the keys and without prejudice to the generality of the foregoing for any loss or damage to the Vessel, its contents or fittings.
54. Masters shall keep Vessels seaworthy and shall procure that Vessels are at all times kept clean and in good repair and in a seaworthy condition. The Company and or the Manager reserves the right to refuse access to a Vessel which is considered to be in an unseaworthy condition and to give notice of unseaworthiness to Vessels which become unseaworthy within the Marina which must be removed by the Master immediately on receipt of such notice. In the event the Master disputes a decision of the Company as to the seaworthiness of a Vessel, a survey will be undertaken by a surveyor approved by the Company at the expense of the Master within 7 days of notice of unseaworthiness having been given to the Master, to determine the fitness and seaworthiness of the Vessel.
55. If in the Company's opinion such be necessary for the safety of a Vessel or for the safety of other users of the Marina or adjoining premises or for their Vessels or for the safety of the Marina or any of the Company's plant or equipment therein, the Company shall have the right to moor, re-berth, move, board, enter (by breaking in if necessary) 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 the Company is responsible, the Company's reasonable charges, costs or expenses therefore shall be paid immediately on demand by the Master.



56. The Master shall take all necessary precautions against the outbreak of fire in or upon Vessels and shall observe all statutory and local regulations relating to fire prevention (if any). Masters shall provide and maintain the appropriate number of fire extinguishers of a governmentally approved or BSI standard type and size in or on the Vessel fit for immediate use in case of fire. The Master shall not refuel Vessels in the Marina nor shall any fuel or combustible materials be stored on board without the consent of the Company. The Master shall provide to the Company or the Manager with the Emergency Vessel Information Form at the time the Period Booked is confirmed or upon the arrival of the Vessel at the Marina, whichever is the earlier provided at all times that such information is provided to the Company or the Manager prior to the commencement of the Period Booked.

## NOTICES

57. Masters have a general obligation to notify the Company immediately in writing of any change to the Emergency Vessel Information Form or any change of address or telephone number and, where applicable, any change of email address. Any such changes to the information contemplated by this clause 57 should be emailed within 24 hours of the change to [marina.reception@skdocks.co.uk](mailto:marina.reception@skdocks.co.uk) with the subject "Urgent – Change of Details" followed by any applicable customer reference in relation to the Period Booked and the Vessel.
58. Any notice demand or other correspondence which the Company wishes or is requested to give the Master may be given or sent by registered post or by hand addressed to the Master at its last known address and or to the Vessel or by e-mail and any such notice demand or correspondence sent or given as aforesaid shall (whether or not in fact received) be deemed to have been received by the Master at the time of delivery if taken or given by hand, 48 hours after despatch if posted or upon the sending of any email.
59. The Company may at any time make extensions modifications or amendments to the Conditions of Mooring notice of which shall be displayed by the Company on a notice board at the Marina reception in the Marina, on the Company's website or by email to the Master and it shall be the responsibility of the Master to inspect such notice board but this shall not preclude the Company from serving specific notices on the Master in the manner hereinafter referred to if the Manager in its absolute discretion sees fit. The Master will be deemed to have received notice of the extensions modifications or amendments to the Conditions of Mooring as soon as they are displayed on a notice board at the Marina reception.

## LOCKING AND NAVIGATION IN MARINA

60. The Master may request to use the lock in the Marina subject to such reasonable restrictions as to hours of use as are specified from time to time by the Company and subject to closure for necessary repair or maintenance Provided always that the Company's prior written approval is obtained before such use occurs and that the Company shall be under no liability for direct or consequential losses of whatsoever nature and howsoever arising to the Master or any other party for any failure or malfunction of the lock or during any period of repair or maintenance whether or not such failure or malfunction or repair or maintenance causes the Vessel delay in entering or vacating the Marina or causes another disruption to the Master or any other party.

61. No Vessel 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 Vessels in the Marina. Any Vessel entering or leaving or manoeuvring in the Marina will follow the directions and orders of the Company dock master or staff.

## PAYMENT OF CHARGES

62. The Master shall pay to the Company on demand or at such other times as may have been agreed in advance between the Master and the Company all charges levied from time to time in respect of the use of the Berth, including (without limitation) for any goods or services and in particular Mooring Charges shall be paid prior to the commencement of the Period Booked.
63. The Master shall pay to the Company on demand, or at such other times as may have been agreed between the Master and the Company, the High Usage Charge where applicable.
64. In the event of the non-payment by the Master on the due date for the sums referred to in clauses 62 and 63, the Company reserves the right to charge a late payment charge as set out in the Tariff as well as interest on outstanding monies at 5% above the HSBC minimum lending rate or 10%, whichever is the higher. Acceptance of the late payment of fees is without waiver of any rights under these Conditions of Mooring.
65. In the event of the non-payment by the Master on the due date for the sums referred to in clauses 62, 63 and 64, the Company reserves the right to withhold goods or services (such as the supply of water and electricity) for so long as the sums are outstanding.
66. The Company has the right to exercise a general lien upon any Vessel and/or other property of the Master whilst in the Marina until such time as any money due to the Company in respect of the Vessel and/or other such property, whether on account of Mooring Charges, commission, access, work done, services provision of goods or utilities or otherwise shall be paid and the Company may refuse to allow a Vessel to use the lock and to leave the Marina until settlement. The Master agrees and acknowledges that maritime law entitles the Company in certain circumstances to bring action against a Vessel to recover debt or damages and such action may involve the arrest of the Vessel through the courts and its eventual sale by the court. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the owner of a Vessel or other property.
67. Any Vessel or other goods left in the Marina or are subject to the provisions of Torts (Interference with Goods) Act 1977 (the "Act") which confers on the Company a right of sale exercisable in certain circumstances. Such sale will not take place until the Company has given notice to the Master or has taken reasonable steps to trace him in accordance with the Act.
68. Any obligation of the Company towards a Vessel or goods left in the Marina and upon the expiry or lawful termination of this Agreement to the Owner and the Marina accepts no responsibility for loss or damage to any Vessel or goods left in the Marina without its consent save insofar as such loss or damage is caused by the negligence of the Company or those for whom the Company is responsible.
69. All sums of whatsoever nature which are or are deemed to be payable by the Master to the Company and which are now or at any time hereafter become subject to Value Added Tax or any other tax or assessment whether novel or not shall be deemed to be exclusive of Value Added Tax or such other tax or assessment and the Master in addition to such sums will pay any Value Added Tax or other tax assessment payable or chargeable thereon.
70. Payment for all berthing fees is due in advance and may be made by bank transfer or debit card. In respect of an annual Period Booked, the Company or Manager may in their discretion accept cheques

subject to the clearing of any such cheque before the Vessel departs the Marina. The Company and Manager reserve the right to refuse to accept cash for any and all payments.

## THE COMPANY AND ITS EMPLOYEES

71. The Company is not responsible for any disturbance, noise, dust and any other inconvenience suffered by the Master on account of building or any other work carried out in, on, or around the Marina or any premises adjoining to nearby the Marina, by the Company its agents or third parties.
72. No member of staff of the Company and / or Manager is authorised to receive any parcels, letters, goods or chattels either for delivery to the Master or any other person or from the Master or any other person for collection by or delivery to others except at the sole risk of the person concerned and the Master will indemnify the Company, its employees and the Manager against any claims in respect of any of the matters referred to in this clause 72.
73. The Master shall provide the Company and / or Manager with a set of keys in respect of the Vessel upon arrival at the Marina. Without prejudice to the other terms of this agreement, the Master will indemnify the Company, its employees and the Manager against any claims in respect of any of the matters referred to in clauses 69, 73 and 71.
74. These Conditions of Mooring and the Appendices referred to herein which are incorporated in these Conditions of Mooring represent the entire agreement between the Company and the Master and the Master admits that no representation whether oral or written has been made to him which has induced or persuaded him to moor the Vessel at the Marina.
75. The decision of the Company and or Manager shall be accepted as conclusive.

## SECURITY

76. The Master shall ensure that all security barriers and gates are closed and locked after use. It is not permitted to leave gates ajar at any time. It must be noted that there are some barriers and gates that are allowed to be left open for specific hours of the day but they will always have a notice beside them stating the relevant hours. The Master is required to ensure that where gates and locks are provided they should be closed and locked to retain the security provided by the Company.
77. Security access keys/cards/fobs may be purchased from the Marina for long term use and the Company will buy back any security access keys/cards/fobs that are returned undamaged at the cost price. The Company reserves the right to offer a reduced amount or refuse to buy back the security access keys/cards/fobs depending on the condition of the security access keys/cards/fobs at the time of the resale to the Company. Electronic security access keys/cards/fobs may need periodic revalidation to ensure long term security of the Marina.
78. The Master is liable for the cost of replacing or renewing any security access keys/cards/fobs during the Period Booked which may be caused by the Vessel or by the Master, its crew for the time being, its agents, visitors and guests 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.
79. At the expiry of the Period Booked the Master will return any security access keys/cards/fobs regardless of whether any monies are due and payable by the Company to the Master in accordance with clause 75.

## PERSONAL DATA

80. We process personal data strictly for the purpose of providing berthing and Marina related services. If you do not wish to receive information in respect of such services, the Master shall advise the Company and / or the Manager in writing that they wish to unsubscribe from these services.
81. You agree that the Company may process, disclose or transfer any personal data which we hold on or in relation to you, provided that we take such reasonable steps to ensure that it is used only to fulfil our obligations under this agreement, for fraud prevention, to process your payments for our services or to make available information which the Company reasonably considers may be of interest to you.
82. The Company will ensure that all personal data provided or disclosed by you (i) is kept confidential and reasonably secure; and (ii) is not disclosed to any unauthorised third parties. The party to whom such personal data is provided or disclosed will comply with all reasonable instructions from the Company relating to the security and confidentiality of the personal data.
83. CCTV is in operation at the Marina for the prevention of crime and for the purposes of observing and ensuring the safe operation of the Marina.

## PARKING

84. Subject always to the availability of parking space, the Master may only park vehicles in the parking spaces of the Marina in accordance with the directions of the Company and subject to any fees payable by the Master as set out in the Tariff.