



## LICENCE TO MOOR AT LEICESTER MARINA LIVE ABOARD

Owner	Name: Address: Email: Mobile no:
Vessel	Name: Make: Type: Dimensions (L x W x H):
Start Date	1 June 2024
Payment Dates (select as appropriate)	Annually: 1 June in each year Monthly: 1 <sup>st</sup> day of each calendar month
Insurance Details	Provider and Policy No: Expiry Date: Limit of indemnity (£): Copy attached: (Y) or (N)
Boat Safety Scheme Certificate	
2 forms of ID are required 1 photo 1 Utility Bill	Copies taken (Y) (N)

### OWNER

Signed:

Name:

Date:

### COMPANY

Signed:

Name and Position:

Date:

### TERMS AND CONDITIONS OF LEICESTER MARINA

1. In this agreement:

- a. "Company" shall mean Raynsway Properties Limited and any successors in title to the Marina.
- b. "Fee" means the annual fee prevailing for the Fee Year in which the date of this agreement falls as shall be reviewed pursuant to clause 3b. of this agreement
- c. "Fee Year" means 1 June to 31 May in any year.
- d. "Marina" means Leicester Marina together with any ancillary buildings or land owned by or under the control of the Company and used in connection with the Marina.

- e. "Owner" shall mean the owner of the Vessel named on the front of this agreement (including but not limited to any Master, captain, manager, charterer, vessel agent or other person for the time being lawfully responsible for the Vessel at any time) together with its crew, family members, guests, employees, contractors, visitors or any other agent or invitee of such Owner.
- f. "Payment Date" means the dates identified on the front of this agreement.

## 2. The Licence

In consideration of the Fee, the Company permits the Owner to moor the Vessel at the Marina for a period commencing on the Start Date until 31 May in the following year and thereafter rolling on an annual basis from 1 June in each year until the termination of this agreement in accordance with clause 12.

## 3. Fees

- a. The Fee shall be paid in equal instalments (where applicable) and without deduction in advance on the Payment Dates and the first such payment being for the period from and including the date of this agreement up to (but not including) the next Payment Date shall be paid today.
- b. The Fee shall be subject to review on 1 June in each year, such review (if undertaken) shall be entirely at the discretion of the Company.
- c. Any failure by the Owner to pay the Fee in cleared funds on any Payment Date with incur an administration charge of £25.00, payable to the Company on demand.
- d. The Company reserves the right to request a deposit equalling 25% of the Fee in respect of any future reservation at the Marina (such deposit to be calculated at the Fee prevailing at the intended Start Date). Any reservation taken by the Company is strictly subject to berth availability at the Marina.

## 4. Warranty and liability

- a. No warranty or representation is expressed or implied by the Company of the suitability of any berth for the Vessel or of any berth structure gear or other facility provided under the terms of this agreement.
- b. All persons using any part of the Marina or the facilities thereon for whatever purpose and whether by invitation or otherwise, do so at their own risk unless any injury or damage to person or property sustained within the Marina was caused by or resulted from the negligence or deliberate act of the Company.
- c. The Company shall not be responsible for any interruptions to the electricity supply or any other services at the Marina which are beyond the reasonable control of the Company.
- d. The Company shall not be liable whether in contract, tort or otherwise, for any loss, theft, or any damage whatsoever nature caused to the Vessel or any vehicle or other property of the Owner (including anyone claiming through the Owner) 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.
- e. Any obligation of the Company towards the Vessel, or any vehicle or other equipment in at or on the Marina under the terms of this agreement shall cease immediately upon the expiry or lawful termination of this agreement (save in respect of any loss or damage directly caused by the negligence of the Company prior to the date of termination).

## 5. Owner indemnity

The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by or instituted against the Company or its servants or agents which may be caused by the Vessel or any other vehicle or property of the Owner, the Owner his servants, agents, crew guests or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible.

## 6. Owner insurance and safety certificate

Throughout this agreement the Owner shall maintain:

- a. third party insurance in respect of themselves, the Vessel and any other permitted vehicle at the Marina under this agreement, and his agents, visitors, guests and sub-contractors in a sum of not less than £2,000,000 in respect of each and every accident or damage occasioned to any property belonging to the Company or any third party (such insurance shall be effected and maintained with an insurance office of repute); and
- b. adequate salvage insurance in respect of the Vessel (such insurance shall be effected and maintained with an insurance office of repute); and
- c. a Boat Safety Scheme Certificate in respect of the Vessel

and the Owner shall produce the policies and/or the certificate referred to under this clause to the Company immediately upon demand.

## 7. Repair and condition of any vessel or vehicle permitted at the Marina

- a. At all times the name of the Vessel must be displayed on both sides of the Vessel and legible from a reasonable distance.
- b. The Owner must keep the Vessel and any other vehicles or equipment in at or on the Marina in good condition, well maintained and adequately protected and secured at all times. If, in the opinion of the Company, the Vessel or any vehicle or equipment is unfit or unsuitable to remain at the Marina the Company reserve the right to terminate the agreement in accordance with clause 12.
- c. Subject always to clause 7d. below, no work of repair, maintenance and upkeep shall be done to any vessel, vehicle or other equipment in at or on the Marina without the prior written agreement of the Company (and such agreement shall always be at the sole discretion of the Company) save for minor running repairs or minor maintenance of a routine nature by the Owner for which the Company consent is not required provided always that such minor or routine repairs and maintenance shall not cause any nuisance, disturbance or annoyance to any other users of the Marina or any other owner or occupier of any land or property within the vicinity of the Marina.
- d. The Owner shall not undertake any maintenance, repair or upkeep work on the external hull and/or the engine and/or gear box of any vessel situated in at or on the Marina at any time without the prior written agreement of the Company (and such agreement shall always be at the sole discretion of the Company).
- e. All electrical hook up leads connecting the Vessel, any vehicle or other equipment of the Owner must meet current legislation and shall remain the sole responsibility of Owner at all times

## 8. Use of the Marina

- a. No part of the Marina or premises owned by the Company or any vessel, vehicle or other equipment while situated at, in or on the Marina shall be used by the Owner for any commercial purposes.
- b. No vessels or vehicles are to be advertised or offered for sale whilst at the Marina (whether situated on the moorings, in a berth or stored ashore). Any Owner wishing to sell a vessel or vehicle must approach the Company for brokerage or purchase, otherwise any such vessel is to be moved from the Marina for a private sale by the Owner. If any private contracts are agreed by the Owner for the sale or transfer of a vessel or vehicle (whether in writing, verbal or otherwise) from the Marina, the Owner will be liable to the Company for 5% of the sale or transfer value.
- c. 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 any adjoining property.
- d. No refuse shall be thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way at the Marina other than in the receptacles provided by the Company.
- e. The Owner is permitted to use the car park at the Marina, and may park up to 2 motor vehicles no larger than the size of a standard car park bay in such a position and manner as shall from time to time be directed by the Company. The motor vehicle must be taxed and insured and no cars are permitted to be stored under SORN under any circumstances.
- f. The vehicular access to the office area at the Marina is strictly for vehicles permitted by the Company for deliveries and collections only.
- g. No vessels, vehicles, trailers, gear, fittings or equipment, supplies, stores or any ancillary items shall be left on any part of the Marina without the prior written agreement of the Company (and such agreement shall always be at the sole discretion of the Company).
- h. Any dogs at the Marina must be kept on a lead at all times. They should not be left unattended unless secured inside any vessel or vehicle. If any dog belonging to the Owner causes a nuisance this will result in this agreement being terminated with immediate effect.
- i. The Company reserves the right to grant or vary any regulations relating to the administration and use of the Marina by the Owner and any other users at any time during this agreement and the Owner shall always comply with all regulations to the extent that they are not inconsistent with this agreement. Such regulations and any amendments to them shall be effective from the date of display on any public notice board or other prominent place at the Marina and failure to comply with such regulations gives rise to a breach of this agreement.

## 9. Berthing, Mooring and Storage

- a. This agreement is personal to the Owner in respect of the Vessel named on the front page of this agreement and is non-transferable and non-assignable to any third party. The Owner shall not transfer, let, lend or otherwise share or permit the use of the Vessel or any berth allocated at any time during the term of this agreement to any third party.
- b. Within 7 days of any sale, transfer, mortgage or other disposal of the Vessel at the Marina (strictly where permitted in accordance with this agreement) the Owner shall notify the Company in writing of the name and address of the transferee, purchaser or other donee, however the Owner shall not be released from the terms of this agreement until the transferee, purchaser or donee has signed a copy of this agreement (on the terms of the Company prevailing at that time).

- c. All vessels, vehicles or other items situated in or on the Marina (or any other premises belonging to the Company) may be moved by the Company to any other part of the Marina or other premises within the vicinity of the Marina.
- d. Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed by the Company in writing (at the sole discretion of the Company), the necessary warps and fenders shall be provided by the Owner.
- e. Nothing in this agreement shall entitle the Owner to the exclusive use of any particular berth or other area of the Marina.
- f. The Owner shall prior to any departure from the Marina notify the Company of the anticipated time and date of return and the Company shall use reasonable endeavours to ensure that a berth will be available to the Owner on return to the Marina provided always that the Company shall have a free and absolute right to allocate another vessel to temporarily occupy any vacant berth at the Marina at any time whether notice of departure and return has been provided by the Owner or not.

#### 10. Safety requirements at the Marina

- a. If at any time during the term of this agreement the Company determines that it is necessary for the safety of:
  - I. the Owner's vessel, vehicle or any other equipment belonging to the Owner; or
  - II. other users of the Marina or for their vessels, vehicles and/or equipment; or
  - III. the Company, the Marina and any adjoining or neighbouring premises or any plant or equipment of the Company,
 the Company shall have the right to moor, reberth, move, board, enter or carry out any emergency work on the Owner's vessel, vehicle or equipment and except to the extent that such mooring, reberthing, 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 and proper charges in connection with the actions taken under this clause shall be payable by the Owner on demand from the Company.
- b. 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 any other vessel or vehicle at the Marina. Vessels are at all times subject to the speed restriction and byelaws of the Navigation.
- c. The Owner shall take all necessary precautions against the outbreak of fire in or upon the Vessel and any vehicle and/or equipment of the Owner. The Owner shall observe all statutory and local regulations relating to fire prevention (if any) which shall be exhibited at the Marina office.
- d. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the Vessel for immediate use in case of fire.
- e. Owners shall not at any time refuel any vessels or vehicle at the Marina other than when the Vessel is situated in the refuelling berth at the Marina.

#### 11. Force Majeure

- a. the Company shall have the right by notice in writing to the Owner forthwith to terminate this agreement if at any time the Marina shall be damaged, impeded or interfered with by force majeure (as hereinafter defined) as to render it likely that the Company will be unable to adhere to the licence granted by this agreement.
- b. In this clause force majeure means any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of the Company including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) weather conditions, riots, civil commotion, aircraft, fire, breakdown or war.
- c. In the event of such termination as aforesaid the Company shall refund to the Owner the unexpired portion of the Fee less any charges due from or payable by the Owner prior to termination pursuant to this agreement.

## 12. Termination

- a. The Company reserves the right to terminate this agreement or any other arrangement with the Owner:
  - i. on giving [immediate] notice in the event of a serious or material breach of any term of this agreement (whether or not such breach is stated to render the agreement immediately terminable); or
  - ii. where any breach or failure to comply with the agreement by the Owner has not been remedied within 14 days of notice served by the Company on the Owner specifying the breach or failure complained of; or
  - iii. on giving not less than 30 days' notice where otherwise required by the Company; or
  - iv. on 31 May in any year where the Company has revised the terms of this agreement and requires the Owner to agree to such revised terms by way of a new agreement
  - v. in the event of death

and in the event of such termination (save where a new agreement is being entered into by the Company and the Owner in their respective discretions) the Company shall refund to the Owner the unexpired portion of the Fee less any charges due from or payable by the Owner prior to termination pursuant to this agreement.

- b. The Owner may terminate the agreement by giving the Company a minimum of one month's notice of termination to terminate the agreement and for the avoidance of doubt the termination date following service of notice will be the last day of the calendar month. In the event of such termination, the Owner shall not be entitled to a refund of the Fee or any other monies paid under the terms of this agreement.
- c. At the expiry or termination of this agreement the Owner shall remove the Vessel and/or any vehicle or equipment from the Marina and if for any reason the Owner fails to remove the Vessel or any vehicle or equipment at the end of the agreement, the Company shall be entitled:
  - I. to charge the Owner with the Fee which would have been payable by the Owner to the Company if the agreement had not been terminated for the period between termination of the agreement and full removal of the Vessel, vehicle and other equipment (as relevant).
  - II. at the Owner's risk (save in respect of loss or damage caused by the Company negligence during such removal) to remove the Vessel from the Marina and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including any alternative berthing fees.
- d. The Company has the right to exercise a general lien upon any vessel, vehicle and/or other property of the Owner whilst in or on the Marina until such time as any money due to the Company in respect of the vessel, vehicle and/or other such property whether on account of mooring fees, storage, commission, access or berthing charges, work done or otherwise shall have been paid to the Company in cleared funds.
- e. Any vessels or other goods left at the Marina are subject to provisions of the Torts Interference with Goods Act 1977, which confers on the Company as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the Company has given notice to the Owner or has taken reasonable steps to trace him in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which the Company is not bailee are left at the Company or premises.

### 13. Notices

A notice served under this agreement shall be deemed to be lawfully served personally on the Owner or sent by registered post or recorded delivery service to the last known address in the United Kingdom of the Owner or to the principal place of business of the Company.

### 14. General Data Protection Regulations (GDPR) Statement

Under the GDPR the information contained in this agreement will be held on the electronic data systems of the Company for the purposes of managing your vessel or vehicle at the Marina including (but not limited to) the name and address of the Owner, vessel certification and documents, vessel or vehicle registration details etc. All details will be stored for up to 7 years and may be used for marketing purposes by ourselves. Your information may be passed to third parties to enable statutory enquiries and compliance but no information will be released to other third party for any other purpose.

Issued [June 2024]