

LITTLE OUSE MOORINGS

TERMS AND CONDITIONS

1 INTERPRETATION

In these terms

"Moorings" means mooring and facilities of Little Ouse Moorings

"Owner" means the owner of the vessel or vehicle or other person for the time being lawfully in charge of it

"LOM" means Little Ouse Moorings

"Vessel" means the vessel named on our agreement form

2 FEES & PAYMENT TERMS

2.1 Mooring fees are reviewed annually.

2.2 Customers will be invoiced annually in advance for the period beginning of April to end of March. Payment is required in either annually or monthly (subject to our approval) in advance. Fees may be charged for late payment.

2.3 Monthly payments are subject to;

2.3.1 a one month's upfront payment as a deposit in addition to one month's payment in advance at the start of your term.

2.3.2 payment by standing order on 28th of each month in advance.

The deposit will be refunded upon termination of the mooring subject to the owner being up-to-date with mooring payments and giving LOM at least 30 days' notice in writing.

2.4 Minimum charge is for a 25ft vessel (except for vessels moored at LOM prior to 1 April 2014 paying annually).

2.5 Mooring fees for annual and monthly payments are non-refundable.

3 MOORINGS

3.1 Vessels shall be berthed or moored by the Owner in such a manner and position as LOM requires and the necessary ropes and fenders shall be provided by the Owner

3.2 All vessels at the Moorings may be moved by LOM to any other part of LOM. Nothing in the agreement shall entitle an Owner to the exclusive use of a particular berth.

3.3 No noisy, noxious or objectionable engines, generators, radio or other apparatus or machinery shall be operated within LOM so as to cause any nuisance or annoyance to LOM, to any other users of LOM or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid.

3.4 No work shall be done to the vessel whilst at the LOM (unless with the prior written consent of LOM) other than minor running repairs or minor maintenance of a routine nature not causing any nuisance or annoyance to any other users of LOM or any other person residing in the vicinity.

3.5 No part of LOM or of any vessel or vehicle while situated therein shall be used by the Owner for any commercial purposes.

3.6 Water supplied to the moorings is for domestic use only. It is not to be used for the washing down of vessels.

3.7 LOM will provide facilities for the disposal of domestic waste only. The facility at the moorings is not for the use of waste generated from the repair or fitting out of vessels. No refuse shall be thrown overboard, left on the river bank or in the car parks.

3.8 The car park is for the use of cars belonging to the owners of vessels and their visitors. No other vessels, vehicles, trailers, caravans etc maybe stored in the car park.

LITTLE OUSE MOORINGS

- 3.9 Owners and their crew are required to park their motor vehicles in the car parks provided which are to be locked at all times. No vehicles are to be parked on the river bank, roadside, field entrances or passing places.
- 3.10 No items are to be stored on the riverbank. No planting, fencing, patios or sheds are to be erected at the moorings.
- 3.11 Tenders/Canoes/Kayaks are not to be stored on the riverbank or car parks of LOM. Tenders/Canoes/Kayaks can be stored on the roof of the owner's vessel if adequately secured. Alternatively, subject to approval by LOM, a Tender/Canoe/Kayak can be stored in the river in an area specified by LOM and which is not designated for moorings. River storage is chargeable and paid for on an annual basis and is non-refundable.
- 3.12 Vehicles are not permitted on the riverbank at any time and under no circumstances.
- 3.13 Any Moorer found in practice to be "residential" for even part of a year when this was not agreed in advance will be required to vacate his/her mooring within 7 days.
- 3.14 The Owner shall not lend or transfer the berth (this licence being personal to the Owner relating to a particular vessel and non-assignable) nor shall he use the berth for any other vessel.
- 3.15 The Owner shall keep their dog(s) strictly under control and on a lead at all times on all parts of the LOM site. The dog(s) must be in direct view of its keeper, at all times and the keeper shall not remain aboard his vessel while the dog is ashore. Any fouling on the riverbank or any part of LOM site shall be immediately and totally removed. The Owner, even in his absence, shall be responsible for any dogs brought on site, by his family, friends, guests, partners or, any other person visiting him or his vessel or his berth.
- 3.16 The owner is permitted to fish from their vessel or the immediate area around it only. The owner is responsible for maintaining a current Environment Agency Rod Licence.
- 3.17 No notice shall be displayed at any place at LOM without the expressed permission of LOM.

4 OWNERS OBLIGATIONS

- 4.1 No vessel when entering or leaving or manoeuvring at the Moorings, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the moorings.
- 4.2 The Owner shall maintain Third Party insurance in respect of each of his vehicles or vessels in a sum not less than £2,000,000.00 in respect of each accident or damage. Such insurance shall be maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to LOM on demand.
- 4.3 The Owner shall maintain the necessary licence in respect of his vessel. Mooring is conditional upon the owner having a valid licence for the moored vessel.
- 4.4 The Owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at LOM public notice board or other prominent places at LOM premises. The Owner shall provide and maintain at least one fire extinguisher of a BSI standard type and size in or on the vessel fit for immediate use in case of fire.
- 4.5 The Owner shall indemnify LOM against all loss, damage, costs, claims or proceedings incurred by or instituted against LOM or its servants or agents which may be caused by the Owner's vessel or vehicle or by the Owner, his servants, agents, crew, guests or sub-contractors except to the extent that such loss, damage, costs or proceedings may be caused by the negligence or wilful act of LOM or those for whom it is responsible.
- 4.6 It is the responsibility of the owner to ensure LOM have up-to-date contact details for them including address and telephone numbers.

LITTLE OUSE MOORINGS

5 SELLING YOUR VESSEL

- 5.1 No vessel at LOM shall be advertised for sale without permission of LOM.
- 5.2 Vessels cannot be sold with an on-going berth. New owners are required to enter into a new agreement with LOM who have the right to refuse the new owner a berth.

6 TERMINATION OF MOORING

- 6.1 When no date of termination has been agreed in writing between the parties, LOM or the Owner may terminate the mooring agreement by giving the other 30 days notice in writing of such termination, at the expiration of which the Owner shall remove the vessel from the LOM. Mooring fees are payable to LOM up to the date of such expiration, regardless of the date of departure from the LOM of the vessel.
- 6.2 If the Owner fails to remove the vessel on termination of the agreement (whether under this condition or otherwise) LOM shall be entitled:
 - 6.2.1 to charge the Owner with the rental which would have been payable by the Owner to LOM.
 - 6.2.2 at the Owners risk (save in respect of loss or damage by LOM negligence during such removal) to remove the vessel from the LOM and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees.
- 6.3 LOM shall have the right (without prejudice to any other rights in respect of breaches of these conditions by the Owner) to terminate the mooring granted to the Owner in the following manner in the event of any breach by the Owner of these conditions or of any failure by the Owner to make any payment due to LOM. If the breach is capable of remedy or the Owner has failed to make any such payment LOM may serve notice on the Owner specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount due within 7 days. If the Owner fails to remedy such breach or pay the amount due within 7 days, or if the breach is not capable of remedy, LOM may serve notice on the Owner specifying the breach or failure to pay (when not already specified) and requiring him to remove the vessel within 7 days at the expiration of which the Owner shall remove the vessel and other property of his from the LOM.