

AQUAVISTA WATERSIDES LIMITED
TERMS AND CONDITIONS FOR MOORING SERVICES
ANNUAL – Pay Monthly or Quarterly (updated 1 July 2022)

Please read the following important terms and conditions before you purchase the Mooring Services from us

SECTION A: INTRODUCTION AND PRELIMINARY TERMS

1 INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. We are Aquavista Watersides Limited (“**AQUAVISTA**”, “**us**”, “**our**” or “**we**”) a company registered in England and Wales. Our company registration number is **04930453** and our registered office is at Sawley Waterside & Marina, Long Eaton, Nottingham, NG10 3AE. Our registered VAT number is **GB3 311 5276 36**.

How to contact us. You can contact us by telephoning our customer support team at 0115 9077 444 or by writing to us at customersupport@aquavista.com or Sawley Waterside & Marina, Long Eaton, Nottingham, NG103AE. We may record calls for quality and training purposes.

How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your application form.

2 THESE TERMS



Plain-language ‘Quick Summary’

At the start of some clauses, you'll see plain-language notes to explain the key terms and conditions. The notes are not themselves legally binding and do not affect the interpretation of these terms and conditions.



Quick Summary

Your use of the Mooring Services will be governed by these terms and conditions. Also, the words in bold below have special meanings which can be found here.

2.1 Definitions. To make these terms and conditions quicker to read, we use the following definitions throughout.

2.1.1 Advance Payment means the prepayment received by us from you in relation to the Mooring Services, as indicated in our Estimate and confirmed in our Contract Invoices Schedule. We will hold the Advance Payment in case of your non-payment;

2.1.2 Berth means a designated location in an AQUAVISTA marina used for mooring your vessel;

- 2.1.3 **Coastal Marinas** means an AQUAVISTA marina connected to tidal waterways or estuaries;
 - 2.1.4 **Coastal Marinas Standard Berth** means, in respect of Coastal Marinas, a maximum Berth width of no more than 4.5 metres;
 - 2.1.5 **Contract Invoices Schedule** means our email and accompanying documents containing a schedule of invoices for the Mooring Services. Our Contract Invoices Schedule sets out the date on which we will start providing the Mooring Services, the Minimum Term (as defined in clause 9.2), the price for the Mooring Services, the date of each invoice, the dates on which payments are due from you, and other important information;
 - 2.1.6 **Estimate** means our email estimate describing the proposed Mooring Services and the estimated price, as sent to you following your expression of interest in purchasing the Mooring Services;
 - 2.1.7 **Inland Marinas** means an AQUAVISTA marina connected to the inland canal system, inland docks or rivers;
 - 2.1.8 **Inland Marinas Standard Berth** means, in respect of Inland Marinas, a maximum Berth width of no more than 3.0 metres;
 - 2.1.9 **Mooring Services** means the mooring services described in our Estimate;
 - 2.1.10 **Order** means your request to purchase the Mooring Services made following receipt of our Estimate. You can make your Order by email, by post, by telephone call, or in person;
 - 2.1.11 **Partner** means your husband, wife, civil partner, or cohabitee (being any person who is not your husband or wife, but is living with you as your husband or wife, or as your civil partner), if any;
 - 2.1.12 **Residential Mooring** means a type of mooring whereby boaters live on their vessels berthed at a marina;
 - 2.1.13 **Standard Berth** means the Coastal Marinas Standard Berth and/or the Inland Marinas Standard Berth; and
 - 2.1.14 **Term** means the Minimum Term and any Additional Term of our contract with you (as both defined in clause 9.2).
- 2.2 **Using these terms.** These terms and conditions are organised into 3 sections.
- 2.2.1 **Section A** provides you with information about us and these terms and conditions;
 - 2.2.2 **Section B** applies to the purchase of our Mooring Services; and
 - 2.2.3 **Section C** relates to certain obligations we place on **you** when receiving the Mooring Services.
- 2.3 **What these terms cover.** These are the terms and conditions on which we supply the Mooring Services.
- 2.4 **Why you should read them.** Please read these terms carefully before you submit your Order for Mooring Services to us. These terms tell you who we are, how we will provide the Mooring

Services to you, your payment obligations, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.

SECTION B: TERMS AND CONDITIONS OF SERVICE

3 MAKING AN ORDER AND CONTRACT FORMATION



Quick Summary

These terms and conditions will be legally binding (which means that we are making promises to each other about the Mooring Services and how you are permitted to use those services) when we send you our Contract Invoices Schedule.

- 3.1 **Our Estimate.** If you express an interest in purchasing the Mooring Services by emailing us, calling us, or visiting us in person, you may receive our Estimate. However, please note that this Estimate simply expresses our willingness to discuss supplying you with the Mooring Services. It is not an offer and cannot be accepted so as to form a binding contract.
- 3.2 **Making an Order.** You place an Order when you reply to our Estimate by email, by post, or in person at the marina confirming our Estimate.
- 3.3 **How we will accept your Order.** Our acceptance of your Order will take place when we email you our Contract Invoices Schedule, at which point a contract between you and us will come into existence.
- 3.4 **If we cannot accept your Order.** If we are unable to accept your Order, we will inform you of this in writing and will not charge you for the Mooring Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Mooring Services, because we are unable to perform the Mooring Services on the date you have specified. or because we are already providing you or your Partner with the Mooring Services in respect of another vessel in the same AQUAVISTA marina.
- 3.5 **Your customer number.** We will assign to you a customer number and tell you what it is when we provide our Estimate. It will help us if you can tell us your customer number whenever you contact us about the Mooring Services.
- 3.6 **We only sell to the UK.** Our Mooring Services are only available in the UK, at marinas listed on our website or in our brochure.
- 3.7 **Limit on the Mooring Services.** You and your Partner are limited to purchasing the Mooring Services in respect of one vessel in total per AQUAVISTA marina. If you would like to purchase Mooring Services in respect of more than one vessel in the same AQUAVISTA marina, please contact us to discuss our commercial terms.

4 THE MOORING SERVICES



Quick Summary

These terms and conditions are split into sections. There are also additional terms and conditions not set out here that also form part of your contract with us. You must comply with all of these terms.

4.1 By purchasing our Mooring Services, you agree to comply with:

4.1.1 these terms and conditions;



4.1.2 the licence agreement which sets out rights and restrictions relating to your use of the Berth and marina. We will provide the licence agreement to you when we provide you with these terms and conditions; and

4.1.3 your obligations set out in Section C at the end of these terms and conditions.

5 INSURANCE

Quick Summary

You must insure your own boat in case of accidents and other problems. We can ask you to provide copies of your insurance documents.

5.1 **Insurance policies you are required to have.** You will need have in place and maintain with a reputable insurance provider throughout the Term of the contract:

5.1.1 third party liability insurance in respect of any claims relating to third party accidents or incidents on your vessel with a limit of at least two million pounds (£2,000,000) per annum per event or series of related event;

5.1.2 insurance in respect of any claims relating to full foundering, salvage and wreck removal; and

5.1.3 insurance in respect of any claims relating to lifting, mast removal and storage ashore of your vessel.

You are responsible for meeting your own insurance obligations and for ensuring that you do not invalidate your insurance policy.

5.2 **We may request copies of your insurance.** We will usually request copies of the insurance policies referred to in clause 0 before we accept your Order but may from time to time request copies of the insurance policies at any time during the Term of the contract. If we do, you shall provide copies of such insurance policies and evidence of payment of the premiums within 7 days from our request.

6 YOUR RIGHTS TO MAKE CHANGES



Quick Summary

Tell us if you would like to change the Mooring Services that we're providing you, and we'll see if we can make that change. We might need to charge you more money, but we'll always tell you beforehand. Also, please keep us updated on any changes to your details.

- 6.1 **Changes to the Mooring Services:** If you wish to make a change to the Mooring Services you have Ordered please discuss this with your local marina team and complete the Change of Details form which can be found online at www.AQUAVISTA.com/customer-info. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Mooring Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to cancel the contract (see clause 10.6 Your rights to cancel the contract).
- 6.2 **Changes to your vessel or contact details:** If you wish to make a change to the name of your vessel or your contact details, please contact us in writing as soon as possible or complete our Change of Details Form which can be found at www.AQUAVISTA.com/customer-info. Alternatively, you may change your details online if you have an online account with us.

7 OUR RIGHTS TO MAKE CHANGES



Quick Summary

If the law changes, we might need to change the Mooring Services or update these terms and conditions. You can walk away if you don't agree with these changes and receive a refund for any services you've not received.

- 7.1 **Changes to the Mooring Services and these terms.** As told to you over the telephone, or as set out on our website, or in our brochure or told to you in the course of email exchanges, we may change the Mooring Services to reflect changes in relevant laws and regulatory requirements. We may also amend these terms and conditions from time to time and if we do so we will notify you before the changes take effect. If you do not agree to the changes, you may contact us to end the contract and receive a refund for any Mooring Services paid for but not received.

8 PROMOTIONAL DISCOUNTS AND OFFERS

- 8.1 From time to time we may offer promotional discounts and offers on the Mooring Services. All promotions are subject to separate terms and conditions.

9 PROVIDING THE MOORING SERVICES



Quick Summary

Your contract will continue for a minimum period of time (the Minimum Term). This Minimum Term is 12 months from when we start providing the Mooring Services.

Once the Minimum Term ends, your contract will end, unless you choose to renew it or stay on Berth. We may not offer you a renewal contract, in which case we will notify you in advance of your contract end date. If you stay on Berth, and we have not advised you in advance that we will not be renewing your contract, we will continue providing you with the Mooring Services at our then current prices for another minimum period of time (i.e. another 12 months). **This means your contract will renew automatically for another 12 months if you don't move your boat.**

We won't be liable for delays beyond our reasonable control so long as we take certain steps.

We might have to charge you more money or cancel your contract if you don't provide us with certain access and information. Also, we may suspend the Mooring Services in certain circumstances, including if you do not pay.

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- 9.1 **When we will provide the Mooring Services.** During the onboarding process, we will let you know when we expect to start providing the Mooring Services to you. We will confirm this date in our Contract Invoices Schedule.
- 9.2 **When your contract with us will end and when it may continue.** Your contract for Mooring Services will end on the date set out in the Contract Invoices Schedule ("**Minimum Term**"). We will notify you before the end of the Minimum Term to let you know the Mooring Services we provide to you will be ending soon. We will let you know if there are any circumstances causing us not to offer you a renewal contract. If we have invited you to renew your contract, you may renew your contract with us at that time, should you wish to, on our then current terms and conditions and at our then current prices for an available period of your choice. However, we are not obliged to renew your contract. **If however your vessel continues to be on the Berth after the Minimum Term this will be taken as confirmation that you wish for us to continue to provide the Mooring Services for an additional Minimum Term ("Additional Term") and that we can continue to take your direct debit payment for the Mooring Services.** If we have written to you to advise that we will not offer you a renewal contract and your vessel continues to be on the Berth after the Minimum Term, this will be taken as trespass and we will follow our process as set out in clauses 12.5, 12.6 and 12.7. Our then current terms and conditions for Mooring Services (Annual – Annually) and our then current prices, which we will notify to you at the time, will apply to the provision of the Mooring Services if you choose to berth your vessel during any Additional Term.
- 9.3 **We are not responsible for delays outside our control.** If our supply of the Mooring Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Mooring Services you have paid for but not received.
- 9.4 **If you do not allow us access to provide the Mooring Services.** If you do not allow us access to your vessel to perform any of the Mooring Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your vessel we may cancel the contract and clause 12.2 will apply.
- 9.5 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Mooring Services to you, for example, the length of your vessel, any boat safety certificates, craft licence certificates and insurance for the

vessel. If so, this will have been stated in the description of the Mooring Services on our website and/or brochure. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Mooring Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

9.6 Reasons we may suspend the supply of Mooring Services to you. We may have to suspend the supply of the Mooring Services to:

9.6.1 deal with technical problems or undertake maintenance of the mooring;

9.6.2 update the Mooring Services to reflect changes in relevant laws and regulatory requirements; or

9.6.3 make changes to the Mooring Services as requested by you or notified by us to you (see clause 7).

9.7 Your rights if we suspend the supply of Mooring Services. We will contact you in advance to tell you we will be suspending supply of the Mooring Services unless the problem is urgent or an emergency. If we have to suspend the Mooring Services for longer than **30 days** in any **3 month period** we will adjust the price so that you do not pay for the Mooring Services while they are suspended. You may contact us to end the contract for the Mooring Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than **60 days** and we will refund any sums you have paid in advance for the Mooring Services in respect of the period after you end the contract.

9.8 We may also suspend supply of the Mooring Services if you do not pay. If you do not pay us for the Mooring Services or pay the Advance Payment when you are supposed to (see clause 14.10) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Mooring Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Mooring Services. We will not suspend the Mooring Services where you dispute the unpaid invoice (see clause 14.12). We will not charge you for the Mooring Services during the period for which they are suspended. As well as suspending the Mooring Services we can also charge you interest on your overdue payments (see clause 14.11).

10 YOUR RIGHTS TO END THE CONTRACT



Quick Summary

If you have bought the Mooring Services by exchange of email or by telephone, you have the right to cancel those services within your 14 day cooling-off period, unless you already occupy the Berth. You can cancel during this time and receive a refund. Your cooling-off period will begin from the date we send you our Contract Invoices Schedule.

You can end your contract (without reason) at any time by giving us at least 3 months' notice, but, if you do, your contract will not end until the Minimum Term (or the Additional Term) is over. For example, if your contract started on 1 April and you tell us on 1 December that you would like to end your contract, your contract will still end on 31 March of the following year.

Also, you can end your contract immediately because of certain things that we have done or are going to do, including where we have done something wrong.

14 day right to change your mind (Consumer Contracts Regulations 2013)

- 10.1 **Exercising your right to change your mind.** For the Mooring Services bought at a distance (e.g. by exchange of emails) you have a legal right to change your mind within 14 days and receive a refund.
- 10.2 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your Order, i.e. 14 days after the day we send you our Contract Invoices Schedule. However, if you occupy the Berth during the 14 days (in which case we will have started to provide the Mooring Services) you must pay us for the Mooring Services we have provided up until the time you tell us that you have changed your mind. For example, if you cancel on day 10 of the 14 days, you will have to pay for the 10 days in which you have received the Mooring Services. If you wish to change your mind after the 14 days please see clauses 10.4 and 10.5 below.
- 10.3 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of the Mooring Services once you occupy the Berth, even if the cancellation period is still running.

Ending the contract where we are not at fault and where the 14 day right to change your mind does not apply or has expired

- 10.4 **Ending the contract where we are not at fault and it is after the 14 day cooling off period.** If we are not at fault and you do not have a right to change your mind (see clause 10.3), you can end the contract by providing us with 3 complete months' written notice (but see clause 10.5). Please contact us in writing to let us know.
- 10.5 **When the contract will end.** If we receive your written notice to end the contract in accordance with clause 10.4, the contract will end either:
- 10.5.1 when the Minimum Term is over; or,
- 10.5.2 if your vessel continued to be on the Berth after the Minimum Term (see clause 9.2), when the then current Additional Term is over.

You will have to continue to pay charges during the remainder of the Minimum Term or Additional Term and we will have to continue to provide the Mooring Services during the remainder of the Minimum Term or Additional Term. The contract will be completed when we have finished providing the Mooring Services and you have paid for them.

Ending the contract because of something we have done or are going to do

- 10.6 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out in clauses 10.6.1 to 10.6.5, the contract will end immediately and we will refund you in full for any part of the Mooring Services which have not been provided and you may also be entitled to compensation. The reasons are:
- 10.6.1 we have told you about an upcoming change to the Mooring Services or these terms and conditions which you do not agree to (see clause 0);

- 10.6.2 we have told you about an error in the price or description of the Mooring Services advised to you in our Estimate and you do not wish to proceed;
- 10.6.3 there is a risk that supply of the Mooring Services may be significantly delayed because of events outside our control;
- 10.6.4 we have suspended supply of the Mooring Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than **60 days**; or
- 10.6.5 you have a legal right to end the contract because of something we have done wrong.

11 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE EXERCISING YOUR 14 DAY RIGHT TO CHANGE YOUR MIND)



Quick Summary

If you want to end your contract, you need to tell us in a certain way.
We will refund you any money due to you by the method you used to pay us.
We may keep the money you have paid us in some circumstances.

- 11.1 **How to tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- 11.1.1 **By email.** Email customer support using the details set out at the beginning of these terms and conditions. Please provide your name, customer number, home address, details of the Order and, where available, your telephone number and email address.
- 11.1.2 **By post.**
- a) Print off the model cancellation form found at the end of these terms and post it to us at the address on the form;
 - b) Complete the Notice to Terminate Form found online at www.AQUAVISTA.com/customer-info (or request a copy at the marina office) and post it to us at the address on the form; or
 - c) Simply write to us at that address, including details of what you bought, when you Ordered or received it and your name and address.
- 11.2 **How we will refund you.** Where a refund is applicable, we will refund you by the method you used for payment. However, we may make deductions from the price, as described in these terms and conditions.
- 11.3 **Deductions from refunds if you are exercising your 14 day right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the Mooring Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 11.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

12 OUR RIGHTS TO END THE CONTRACT



Quick Summary

We can end your contract if you don't pay us on time, if you don't provide us with certain access and information, if you don't comply with certain obligations, or if you behave badly. You may have to pay us compensation if we end your contract for these reasons at any time and for any reason by providing you with 6 complete months' written notice. Also, we may take possession of your boat or other property, or even sell your boat if you owe us money.

12.1 We may end the contract if you break it. We may end the contract for Mooring Services at any time by providing you with at least 30 full days' written notice if:

12.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

12.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Mooring Services, for example, the length of your vessel;

12.1.3 you do not, within a reasonable time, allow us to deliver the Mooring Services to you;

12.1.4 you do not, within a reasonable time, allow us access to your vessel to supply the services;

12.1.5 you do not comply with the terms of the licence agreement or your obligations set out in Section C; or

12.1.6 you behave in a manner which amounts to serious misconduct (including but not limited to any criminal offence) or conduct yourself in a way that may reasonably be expected to damage the reputation of AQUAVISTA.

You will have to continue to pay charges during this notice period. We may also end the contract for Mooring Services immediately on providing you with written notice where there are serious grounds for doing so (including but not limited to anti-social behaviour or abuse).

12.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for the Mooring Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaking the contract.

12.3 Our right to terminate the contract. We may end the contract for Mooring Services at any time and for any reason by providing you with 6 complete months' written notice. An example of when this situation may occur includes if we wish to use the Marina for a different purpose.

12.4 We must compensate you if we use our right to terminate the contract. If we end the contract in the situation set out in clause 12.3, we will refund you any money you have paid in advance for services we have not provided on a (pro-rata basis).

12.5 You must remove your vessel. You must remove your vessel within 21 days from when this contract ends. If you fail to remove your vessel within this period, we shall be entitled to remove it from the marina and:

12.5.1 charge you for the costs of doing so; and/or

12.5.2 sell the vessel and / or other property belonging to you held at the marina.

12.6 **Our right to exercise a general lien.**

We reserve the right to exercise a general lien* upon any boat and/or other property belonging to you whilst at the marina until such time as any money owed to us by you is paid.

We will write to you in advance of any lien* and specify a fixed period during which it shall be applied.

If the lien* remains unsatisfied and payment has not been received within the specified period, we will exercise our right of sale.

* "Lien" means a right which entitles us to take possession of your boat or other property, if you have not paid money that we are entitled to receive from you in relation to the boat or other property.

12.7 **Our right of sale**

You must pay all invoices for moorings and services that we provide to you. Should you fail to make payment, we ultimately reserve the right to sell your boat or other property left at the marina.

Boats and vehicles left at the marina are subject to the Torts (Interference with Goods) Act 1977 which confers on us a right of sale of those boats and vehicles.

12.7.1 We reserve the right to arrest a boat through the Admiralty Court to recover a debt or damages.

12.7.2 Any costs involved in any legal action will be recovered from you.

12.7.3 We will not exercise any right of sale described in this clause until we have given 7 days' notice to you. Any such notice will be delivered by recorded delivery post to the address that you have provided us with. A copy will also be emailed to you at the email address you have provided us with. A copy will also be placed on your vessel.

13 **IF THERE IS A PROBLEM WITH THE MOORING SERVICES**



Quick Summary

If you're not completely happy with the Mooring Services, please let us know as soon as you can. We'll do our best to put things right, so you can carry on enjoying our services again.

13.1 **How to tell us about problems.** If you have any questions or complaints about the Mooring Services, please contact our customer support team on the details at the beginning of these terms and conditions. Alternatively, please speak to one of our staff at the marina. AQUAVISTA also has a formal procedure for making complaints. Please see 'Customer Charter' at www.AQUAVISTA.com/customer-info/ for more information.

- 13.2 **Summary of your legal rights.** We are under a legal duty to supply the Mooring Services that are in conformity with this contract. You are also entitled to certain key legal rights in respect of the Mooring Services. For detailed information of these rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Nothing in these terms and conditions will affect your legal rights.

14 PRICE AND PAYMENT



Quick Summary

You'll receive a monthly or quarterly invoice for the Mooring Services. If you do not pay this invoice on time, you may need to pay interest.

The price for the Mooring Services is set out in our Contract Invoices Schedule. Certain things, like council tax and electricity, aren't included in this price.

You'll need to make a prepayment (Advance Payment) before we start providing the Mooring Services. This Advance Payment is, typically, 10% of the total price payable for the Mooring Services under the contract. For example, if our Contract Invoices Schedule says that you will pay us £1,200 for 12 months' Mooring Services, you will, typically, need to make an Advance Payment of £120.

So long as you don't owe us any other payments, we'll use the Advance Payment to settle your invoice at the end of the Minimum Term.

14.1 Advance Payment.

14.1.1 **Payment of the Advance Payment.** You will pay us the Advance Payment immediately following your acceptance of our estimate and in advance of us raising your Order, i.e. before receipt of our Contract Invoices Schedule, and, in any event, before we start providing you with the Mooring Services. We will provide you with a receipted Advance Payment Invoice at the time of receiving your payment.

14.1.2 **Amount and use of the Advance Payment.** The Advance Payment shall, typically, be 10 % of the total price for the Mooring Services, as indicated to you in our Estimate and confirmed in our Advance Payment Invoice. We will only use the Advance Payment as set out in this clause 14.1.2. We require the Advance Payment in case you do not make any payment for the Mooring Services or any other services. If you fail to make any payment for the Mooring Services or any other services when due and you still do not make payment within 14 days of us reminding you that payment is due, we will have the right to use the Advance Payment to pay the amount you owe us for the Mooring Services or the other services. Provided we have not used the Advance Payment as otherwise permitted in this clause 14.1.2, we may use the Advance Payment (or balance of the Advance Payment) to pay (in part or in full):

- a) 10% of each monthly or quarterly payment for the Minimum Term, as set out in our Contract Invoices Schedule; and/or
- b) any amount you may owe us for any other services as at the end of the Minimum Term.

We will not use the Advance Payment to satisfy any payment you may owe us where you genuinely dispute that such payment is due and you have notified us in writing that you dispute that such payment is due, setting out substantial reasons.

- 14.1.3 **Refund of the Advance Payment.** Provided you have made all payments due for the Mooring Services (and any other services), we will refund the Advance Payment in full if:
- a) you change your mind within the 14 day cooling off period (see clause 10.1);
 - b) you end the contract because of something we have done or are going to do (see clause 10.6);
 - c) you end the contract where we are not at fault and it is after the 14 day cooling off period (see clause 10.4), or if you break the contract for any reason other than non-payment; or
 - d) we end the contract for any reason other than non-payment (see clause 12.1).
- 14.2 **Where to find the price for the Mooring Services.** The price of the Mooring Services (which includes VAT) will be the price indicated to you in our Estimate and confirmed in our Contract Invoices Schedule. We take all reasonable care to ensure that the price of the Mooring Services advised to you in our Estimate (or otherwise indicated to you) is correct. However, please see clause 14.9 for what happens if we discover an error in the price of the Mooring Services advised to you in our Estimate.
- 14.3 **How we calculate the price for the Mooring Services.** The price for Mooring Services are calculated by considering either:
- 14.3.1 the length of your vessel (taking into account bowsprit or stern fittings, bathing platforms, out-drives or transom hung ladders and stern mounted dinghies). The minimum price starts from the price of a vessel measuring 6.4 metres; or
 - 14.3.2 our current rates for the Berth where you wish to moor your vessel.
- 14.4 **Widebeam Additional Charges.** We may charge you extra if your vessel occupies the water space of more than one Standard Berth ("**Widebeam Additional Charge**"). The Widebeam Additional Charge represents a minimum of an additional 10% of our standard pricing to a maximum of 100%. The maximum Widebeam Additional Charge will be payable where a vessel occupies the equivalent of the width of 2 Standard Berths.
- 14.5 **What the price includes.** The total price is inclusive of: berthing charges, potable water, waste disposal, marina facilities (toilets and showers) and chemical toilet.
- 14.6 **What the price does not include.** The total price does not include:
- 14.6.1 Residential Mooring council tax charges. If you have chosen the composite council tax option, you will not be charged any council tax contributions as this will be payable by AQUAVISTA for Residential Moorings. If you have chosen the individual council tax option, you will be charged directly by the local Council Office.
 - 14.6.2 Car parking in some locations, pump out, launderette, internet connection, electricity service charge, and electricity units supplied. These are provided at an additional charge which we will indicate to you over the telephone, by email or in writing.

- 14.7 **Provision of electricity.** Where an electrical supply is available at an extra charge, it is guaranteed to be at a minimum load of 8 amps to 32 amps maximum. Should you not pay the electricity charges due to us (if any) within 30 days of issue of an invoice, we may issue you with a disconnection notice. If payment is still outstanding 7 days after issue of the disconnection notice, we may disconnect the supply of electricity to your vessel without further notice to you.
- 14.8 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between the date of our Contract Invoices Schedule and the date we supply the Mooring Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Mooring Services in full before the change in the rate of VAT takes effect.
- 14.9 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Mooring Services we sell or the Advance Payment may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Mooring Services or the Advance Payment correct price at the date of our Contract Invoices Schedule is less than the price stated in our Estimate, we will charge the lower amount. If the Mooring Services or the Advance Payment correct price at the date of our Contract Invoices Schedule is higher than the price stated in our Estimate, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
- 14.10 **When you must pay and how you must pay.**
- 14.10.1 **Payment for the Mooring Services.** We will invoice you monthly or quarterly in advance for the Mooring Services in accordance with the payment schedule set out in our Contract Invoices Schedule. Typically, the amount of each monthly invoice will be equivalent to one twelfth (1/12th) of 90% of the total price for the Mooring Services, while the amount of each quarterly invoice will be equivalent to one quarter (1/4) of 90% of the total price for the Mooring Services (in each case as indicated to you in our Estimate and confirmed in our Contract Invoices Schedule). If our Contract Invoices Schedule says that we will invoice you monthly, you must pay each invoice by direct debit on or before the 1st day of each month during the Term. If our Contract Invoices Schedule says that we will invoice you quarterly, you must pay each invoice by direct debit on or before the 1st day of each of the 1st, 4th, 7th, and 10th months in each year during the Term.
- 14.10.2 **Payment of the Advance Payment.** The Advance Payment is payable in accordance with clause 14.1.1.
- 14.10.3 **How you must pay.** We only accept payment for the Mooring Services by direct debit. The Advance Payment may be paid by cash, credit or debit card, or by direct bank transfer.
- 14.11 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 14.12 **What to do if you think an invoice is wrong.** If you think our Contract Invoices Schedule is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15 COUNCIL TAX FOR RESIDENTIAL MOORING



Quick Summary

Who pays council tax depends on your circumstances. If you are an individual moorer (and, therefore, plan to moor your boat on a single specified Berth for at least 12 months), you will be responsible for paying council tax.

15.1 Confirming Your Council Tax Options.

15.1.1 When a Residential Mooring is provided, there is a requirement for council tax to be paid for that residential occupancy.

15.1.2 Should you wish to occupy the Berth exclusively for **more** than 12 months, you shall be considered an individual moorer. AQUAVISTA shall be required to advise the local authority of this exclusive use.

15.1.3 Alternatively, if AQUAVISTA are in receipt of a composite council tax charge for the site, and you notify AQUAVISTA that you will be occupying the Berth for **less** than 12 months, you will be considered a composite moorer. Details of requirements for composite council tax can be found at our website <https://AQUAVISTA.co.uk/council-tax-for-residential-moorings/>.

15.1.4 Where you are mooring your vessel for residential purposes, you shall notify us (via our online form on our website <https://AQUAVISTA.com>

15.2 Council Tax Charges. If you inform us that you are:

15.2.1 an individual moorer (and therefore plan to moor your vessel on a single specified Berth for at least 12 months) the local authority will issue you with an individual rating assessment and you shall be responsible for paying the charges in respect of that council tax to the local authority directly; or

15.2.2 a composite moorer you will **not** need to pay any additional council tax charges for mooring your vessel. This is because the council tax charges for composite moorers are paid by AQUAVISTA directly.

15.3 If you inform us that you are a composite moorer but wish to moor your vessel for over 12 months, you will be required to re-berth your vessel during each 12 month period. This will avoid you becoming an individual moorer and directly responsible for council tax charges to the local authority.

15.4 We reserve the right to recover any charges from you in respect of any charges made against AQUAVISTA by the local authority and/or council in respect of your use of the Berth.

15.5 **Non-exclusivity of Berth.** Unless we allocate to you (at our discretion) a particular Berth for 12 months or more (see clause 0) nothing in these terms and conditions shall entitle you to the exclusive use of any particular Berth.

16 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU



Quick Summary

Various limits and exclusions apply to our liability to pay damages. This means that if we breach the contract and you suffer a loss, we may not always have to pay you. However, any legal rights and remedies available to you as a consumer in relation to the Mooring Services will not be affected by these terms and conditions.

- 16.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for:
- 16.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - 16.2.2 for fraud or fraudulent misrepresentation;
 - 16.2.3 for breach of your legal rights in relation to the Mooring Services including the right to the Mooring Services being supplied with reasonable skill and care and, where installed by us, correctly installed; and
 - 16.2.4 for defective services under the Consumer Protection Act 1987.
- 16.3 **When we are liable for damage to your property.** If we are providing Mooring Services in your vessel, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Mooring Services.
- 16.4 **We are not liable for business losses.** We only supply the Mooring Services for domestic and private use. If you use the Mooring Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17 HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our privacy policy which can be found at www.AQUAVISTA.com/privacy-policy.



Quick Summary

You can't transfer your contract to someone else without our agreement.

This contract is governed by English Law. If either of us needs to go to court it will have to be in England. However, if you live in Scotland or Northern Ireland, you have the choice of going to court in England or going to court locally.

- 18.1 **We may transfer the contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for the Mooring Services not provided.
- 18.2 **You cannot transfer your rights to someone else.** This contract (including any renewal contracts) are personal to you and cannot be assigned to any other party. You may only transfer your rights or your obligations under the contract to another person if we agree to this in writing.
- 18.3 **Someone other than you (e.g. partner) accessing or managing your account.** If you require someone other than you to access your account then you will need to complete an Authorisation of Account Access request which can be found at www.AQUAVISTA.com/customer-info.
- 18.4 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clause of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 18.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 18.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Mooring Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Mooring Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Mooring Services in either the Northern Irish or the English courts.
- 18.8 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to British Marine via their website at <https://britishmarine.co.uk>. British Marine will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

SECTION C: YOUR OBLIGATIONS WHEN MOORING YOUR VESSEL

We require you to comply with the following obligations in order for us to provide the Mooring Services to you:

19 BOAT SAFETY CERTIFICATES, LICENCES AND SMALL SHIPS REGISTER



Quick Summary

You'll need a boat safety certificate. You may also need to obtain and comply with additional licences, but we will tell you about any such licences.

We may ask you to provide these documents and, if you don't do so, we may end your contract or make an extra charge.

- 19.1 **Boat safety scheme certificate.** You will need have in place and maintain throughout the Term of the contract a Recreational Craft Directive or Boat Safety Scheme Certificate for your vessel as evidence that your vessel has passed a Boat Safety Scheme examination. We will request a copy of this certificate when we accept your Order but may from time to time request a copy of the certificate at any time during the contract. If we do, you shall provide copies of such certificate within 7 days from our request.
- 19.2 **You may also have to obtain a licence.** There are certain marinas which require additional licences for berthing. We will tell you at the time we provide our Estimate if you need to obtain any additional licences. If so, you will need to comply with any terms of such licences. For example, you may need to prominently display any licence or registration numbers on your vessel.
- 19.3 **Small Ships Register.** If your vessel is registered on the Small Ships Register, you must display your registration number on your vessel at all times. You must seek our prior written approval (by a senior member of our team) if any exemptions to this requirement applies to you.
- 19.4 **What will happen if you do not give us required information.** We may need any of the documentation referred to in this clause 19 for legal reasons or so that we can supply the Mooring Services to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Mooring Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

20 USE OF THE MARINA



Quick Summary

You can't use your boat or the marina for the purpose of running a business (including renting out your boat to others) without our agreement.

You can only use your boat for the purposes as set out on your Contract Invoices Schedule.

- 20.1 **Commercial use.** You are not permitted to use any part of the marina or vessel for any commercial purposes unless we provide you with our prior written consent. Commercial use includes hire of the vessel, embarkation of charter parties, rental accommodation or advertising of any kind. If we do provide written consent, you may have to comply with additional terms and/or pay additional fees which we will inform you of.
- 20.2 **Occasional use.** Occasional use by family and friends for no payment reward will be at the discretion of our local management team. This type of use must receive our approval prior to the occupation so that we are able to monitor the correct usage and notify Emergency Services of those present in such emergency situations. We will not allow vessels to be utilised for multiple occupation i.e. the berthing recommendation by the manufacturer or to a maximum of 6 Berths for larger vessels. We may request you to provide to use full details in writing of all such use of the vessel by friends or relations.
- 20.3 **Berthing position.** Vessels shall be berthed or moored by you in such a manner and position as AQUAVISTA shall direct.

21 **CONDITION OF YOUR VESSEL**



Quick Summary

You must keep your boat clean, seaworthy and looking good.

Your boat must have certain basic amenities, including toilets and washing facilities.

- 21.1 **Seaworthy condition.** You shall ensure that the vessel remains in a seaworthy condition at all times whilst it is at the marina. The vessel is to have an operational engine, and must be able to navigate and steer under its own power. Any exceptions to this will need our prior written approval.
- 21.2 **Clean condition.** 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 temporary covers are allowed for no more than 3 months unless we authorise this.
- 21.3 **Aesthetically pleasing condition.** You shall ensure that the vessel remains in an aesthetically pleasing condition whilst it is at the marina.
- 21.4 **Insurance requirements.** Your insurance provider may require you to keep your vessel to a standard of maintenance to comply with your policy. It is your responsibility to ensure that you meet your insurance policy obligations.
- 21.5 **Facilities of vessel.** All vessels berthed at the marina must have a minimum level of on board facilities to allow the ability to be self-sufficient and these should include the provision for potable water storage, grey waste collection with toilets connected and wash cubicles. We may request confirmation from you at any time that your vessel has the required basic facilities.



Quick Summary

You need to get our permission before carrying out any major works to your boat.

If you damage or alter the marina while carrying out any work on your boat, we may charge you money for putting things right.

Extra rules apply where you engage contractors to carry out any work on your boat.

22.1 **Minor works to your vessel.** You may carry out minor running repairs or minor maintenance works of a routine nature to your vessel without our prior permission. Minor repair or maintenance can include light sanding, staining and minor painting which does not cause noise, disturbance, disruption or pollution to the marina or other marina users.

22.2 **Extensive works to your vessel.** Extensive external sanding, angle grinding, welding, internal refit, spray-painting are considered major works and cannot be carried out within the marina unless we provide you with prior written consent and you comply with clause 22.4. Maintenance may be carried out daily between 09.00 and 18.00 hours. When carrying out work, all of our facilities, bollards, pontoons and service points must be suitably protected, kept clean and tidy at all times and you must comply with appropriate Health and Safety laws. **We will be entitled to charge you for the reasonable costs of any remedial works required as a result of damage caused to the marina as a result of the work you carried out on your vessel.**

22.3 **Consent to carry out work on your vessel.** Prior written consent for work to be carried out at the marina shall not, without good cause, be withheld where the work is to be carried out in strict accordance with the documents Working on Craft in Dry Docks and Working on Craft in Dry Storage (which are available upon request from our offices). For example:

22.3.1 the work to be carried out is work for which we would normally employ a specialist sub-contractor; or

22.3.2 we are satisfied that the whole of the work is remedial and not servicing and is being carried out under warranty by the manufacturer and/or supplier of the vessel or any part of her equipment to which the warranty relates; or

22.3.3 we have set aside an area of the marina where you may carry out work on your vessel and the work for which consent is sought is restricted to that area.

22.4 **Documents required when contractors are used to carry out work.** You must ensure that:

22.4.1 suitable risk assessments;

22.4.2 method statements; and

22.4.3 a copy of the contractor's third party liability insurance policy in the sum of £5,000,000 (five million pounds)

are provided to us when you provide us with a written request for a contractor to carry out the works. You must also ensure that contractors are only employed to carry out such repairs that they are qualified to undertake and that the contractors have the appropriate and requisite accreditations. Please note that we may reasonably refuse to provide consent for the work to

be carried out if we are not satisfied with the risk assessments and method statements of the contractor.

- 22.5 **Required skills to carry out work to your vessel.** You are only permitted to undertake works on your vessel if you have the appropriate experience, skills and/or qualifications to carry the required operation or the use of any power tools, such as welders, grinders or hot cutting equipment that would require professional certification. Operations that require the use of such equipment should be advised to the manager or supervisor for that marina prior to commencement and be accompanied with a method statement and risk assessment for this task. Where this is the case then this must be carried out in accordance with a Permit-to-Work (Hot Work Permit), copies of which can be found at the marina office. We may prevent any person from operating such equipment in the marina if appropriate certification or records of competency cannot be produced when requested by any member of our staff.
- 22.6 **Registration of contractors.** If you are using contractors to carry out any work, you must ensure that the contractors register with our office upon their arrival and pay a registration fee to cover an administration fee, details of which are available at our office upon request.
- 22.7 **Registration of contractors.** The contractor must register with the marina office or in the absence of an office to the prearranged person on arrival and on departure of each day.
- 22.8 **Contractor's obligations.** Contractors must follow our registration process, providing copies of risk assessments, method statements as relevant and their liability policy. The contractor registration request must be submitted to us. Any contractors will only be permitted to work on site once the manager or supervisor for that marina has authorised all documents and provided a site induction.
- 22.9 **All documents must be submitted annually.** Method statements and risk assessments must be resubmitted more regularly should the method of work change. New or additional method statements and risk assessments should also be resubmitted you or the contractors need to change the method of working or use different materials once work has commenced.
- 22.10 **Removal of contractor.** We reserve our right to insist that contractors working on the vessel on behalf of you leave the marina if either you or the contractor has failed to comply with your obligations.
- 22.11 **Withdrawal of our consent for works.** We also reserve the right to withdraw our consent if any work is carried out in contravention of the Working on Craft in Dry Docks and Working on Craft in Dry Storage document and/or in contravention with relevant Health and Safety legislation or approved codes of practice.
- 22.12 **Nuisance.** In carrying out any work you shall not cause any nuisance and agree to try your best to ensure that any contractor does not cause any nuisance to us and/or to any other users of the marina and/or to any person residing in the vicinity of the marina. If we receive any complaint regarding the work from any person using the marina and/or from any person residing in the vicinity of the marina, we reserve the right to either request a review of the method statement of the contractor (so as to minimise or remove the nuisance), or to withdraw our consent for the work.
- 22.13 **Your obligations if we withdraw our consent for works to your vessel.** In the event that we withdraw our consent to the work for any reason set out in these terms, you shall instruct the contractor to leave the marina immediately and immediately commence restoring the area in which the work was being carried out, into the condition it was in prior to the commencement of the work, including undertaking any remediation work that we decide is required, and complete the work within a reasonable time from its commencement.

22.14 **Permission to change or modify vessel.** Prior to changing or modifying a vessel, you must receive written permission from us in order for the vessel to remain at the marina. We will not unreasonably withhold this permission.

22.15 **Care of marina property:** No alterations may be made to any part of the marina property unless with our prior written consent. **We may charge you for the costs of any reasonable works carried out by us to reinstate any unauthorised alterations made by you.**

23 NAVIGATING YOUR VESSEL



Quick Summary

You must not navigate your boat too quickly, or while under the influence of alcohol or drugs.

If you need us to moor, re-Berth, move or tow your boat, we may charge you more money.

23.1 **Safe navigation of vessels in the marina.** When entering, leaving or manoeuvring in the marina, you must ensure that the vessel is not navigated at such a speed or in such a manner as to endanger or inconvenience other vessels. You must ensure that the vessel is not navigated by anyone who is under the influence of alcohol or drugs.

23.2 **Launching of vessels stored ashore.** Subject to availability (in terms of time and space) we will launch or put afloat any vessel stored ashore at your request and upon you signing the relevant terms and conditions for the launching, lifting or slipping of the vessel.

23.3 **Requests to moor, re-Berth, move or tow vessels. Subject to payment of our reasonable charges (where appropriate) and Berth availability, we will moor, re-Berth, move or tow any vessel at your request.**

24 PROHIBITION OF NUISANCES



Quick Summary

You must consider other users of the marina and our neighbours when using noisy equipment. Also, you must not operate engines and other noisy equipment after 8pm in the evening.

We can end your contract if you are abusive towards our staff.

There are specific rules on the disposal of rubbish and spillages that you must follow. If we need to clean-up after you, we may charge you more money for doing so.

You can't use sea toilets and, if you do so, we can end your contract.

If a dinghy or similar boat occupies another Berth, we may charge you for that Berth.

24.1 **Operation of machinery/engines at the marina.** No noisy or objectionable engines, radios or other apparatus or machinery shall be operated at the marina so as to cause a nuisance or annoyance to us or to any other users of the marina or to any person residing in the vicinity.

- 24.2 **Operating hours.** Engines, generators or other apparatus or machinery must not be operated between the hours of 20.00 and 09.00.
- 24.3 **Halyards.** Halyards shall be secured so as not to cause nuisance or annoyance.
- 24.4 **Anti-social behaviour and abuse.** No anti-social behaviour or abuse, verbal or physical, shall be tolerated towards customers or staff at the marina. In the event that it occurs as a result of your actions, we will be entitled to immediately terminate this contract and criminal prosecution may be instigated.
- 24.5 **Obligations on third parties.** You shall try your best to ensure that you, your crew, contractors and visitors do not cause a nuisance as described in this clause 24.
- 24.6 **Firearms.** You shall not be permitted to carry, use or store any firearms upon their property or vessel while in the marina. The exception to storage is where the named person has been issued with an approved fire arm certificate from the local police constabulary, but this does not permit use on the marina.
- 24.7 **Disposal of refuse.** No refuse shall be thrown overboard or left on the pontoons, jetties or car parks. Any domestic waste shall be disposed of in the receptacles provided by us or by removal from the marina by you. Non domestic waste (such as microwaves, fridges or other electrical household appliances) must be removed from the marina by you. **We may charge you any costs relating to the disposal of such items where you can be clearly identified.**
- 24.8 **Sea toilets.** The use of sea toilets is strictly prohibited at the marina. Should you be found to be using such a facility on your vessel, we may end the contract, in accordance with clause 12.
- 24.9 **Spillages.** You should immediately inform us of any spillage of oil, paint or any other pollutant into the marina. You should also take reasonably steps to minimise the spread of the pollutant and warn other users of the marina. **We may charge you for any costs associated with any clean-up operation as a result of your actions.**
- 24.10 **Stowage and use of dinghies.** Dinghies, tenders and rafts shall be stowed aboard your vessel unless we separately allocate a Berth to them and/or approve this in writing. **We may charge you for any additional Berth that is occupied.** Dinghies, tenders and motorised craft such as jet skis shall not be used in the marina without the prior permission of the manager or supervisor for that marina.

25 STORAGE



Quick Summary

You can't use the marina to store your property.

There are exceptions where you live on your boat, where we will provide you with storage boxes that you can keep in selected areas. There is an extra charge for additional storage boxes.

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- 25.1 **Directions for storage.** No fittings, equipment, supplies, stores or any other property belonging to you shall be stored or left at the marina other than as directed by us.
- 25.2 **Providing storage boxes.** If we provide you with Residential Mooring Services, AQUAVISTA shall provide a storage box. Storage boxes that are either provided or approved by us will be sited in designated areas or such locations as not to create a nuisance or safety risks to those

using the marina. The local manager at your marina has sole discretion in relation to the siting of storage boxes. Any additional storage boxes required will require the written consent from the local manager and for which they are to be of a size, style and quality that align to those provided by us. **The provision of additional storage units will be supplied to you at an additional cost.**

- 25.3 **Restrictions on storage.** Except whilst transporting items to or from the vessel, you must not leave or store any items on the pontoons, pathways, walkways, car parks or anywhere else on the marina. No ropes, cables, hoses, wires etc. must be trailed across paths or pontoons.

26 SALE OF VESSEL IN THE MARINA



Quick Summary

You need our prior written permission to sell your boat privately with the Berth.

You will need to fill out certain forms to request our permission to sell your boat privately with the Berth, or to transfer the Berth to the new owner following a sale advertised for sale through us or one of our brokers.

You must pay us a fee if you sell your boat privately with the Berth. You must also pay us a fee if you buy a boat advertised for sale through us or one of our brokers where that boat is sold with a transferring Berth.

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- 26.1 **How you may sell your vessel whilst in the marina.** Subject to this clause 26, you may sell your vessel privately, use one of our authorised brokers (full list online) or use AQUAVISTA's own brokerage service. If you use a broker to sell your vessel on your behalf, you must use AQUAVISTA's own brokerage service or one of its authorised brokers only.

26.2 Berth transfers.

26.2.1 **Berth transfer applications.** If you use one of our authorised brokers or AQUAVISTA's own brokerage service to sell your vessel together with the right to use the Berth on completion of the sale, you will need to complete a Berth Transfer Application Form and submit the form to your local Aquavista Waterside & Marina or post it (no stamp required) to FREEPOST AQUAVISTA, Sawley Waterside & Marina, Nottinghamshire, NG10 3AE on completion of sale of the vessel.

26.2.2 **Berth transfer fees.** If you are a new owner of a vessel who has purchased a vessel with the Berth through one of our authorised brokers or using AQUAVISTA's own brokerage service, you will need to pay us a berth transfer fee ("**Berth Transfer Fee**") which shall be the amount negotiated with the broker, as set out in the Berth Transfer Application Form.

26.2.3 **Time for payment.** The Berth Transfer Fee shall become payable on completion of the sale of the vessel.

26.2.4 **Other conditions apply to Berth transfers.** You will need to comply with certain other conditions if you intend to sell your vessel together with the right to use the Berth in accordance with clause 26.2.1. These conditions are set out in the Berth Transfer Application Form.

26.3 Sale on Berth.

- 26.3.1 **Permission to sell your vessel privately with the Berth.** You need our prior written permission to sell your vessel privately with the Berth. To request permission you will need to complete Part 1 of a Sale on Berth Request Form and submit the form to your local Aquavista Waterside & Marina or post it (no stamp required) to FREEPOST AQUAVISTA, Sawley Waterside & Marina, Nottinghamshire, NG10 3AE before you sell your vessel.
- 26.3.2 **Sale on Berth fees.** If you sell your vessel privately with the Berth, you will need to pay us a sale on Berth fee ("**Sale on Berth Fee**") which shall be the amount set out in the Contract Invoices Schedule.
- 26.3.3 **Time for payment and right to vary the Sale on Berth Fee.** The Sale on Berth Fee shall become payable on completion of the sale of the vessel, at which point you will need to complete Part 2 of a Sale on Berth Request Form and submit the form to your local Aquavista Waterside & Marina or post it (no stamp required) to FREEPOST AQUAVISTA, Sawley Waterside & Marina, Nottinghamshire, NG10 3AE. We may vary the Sale on Berth Fee, but if we do we will provide you with prior written notice.
- 26.3.4 **Other conditions apply to Sales on Berth.** You will need to comply with certain other conditions if you intend to sell your vessel privately with the Berth in accordance with clause 26.3.1. These conditions are set out in the Sale on Berth Request Form.

27 VEHICLE PARKING



Quick Summary

You need our permission to park vehicles at the marina. Certain other rules apply when using our parking spaces.

If we need to move, store or dispose of a vehicle that doesn't follow the rules on parking, we may charge you more money for doing so.

- 27.1 **Following parking directions.** Our prior consent is required before any vehicles are parked on our property. Subject always to the availability of parking spaces, you, your crew, contractors and visitors are required to park (validly taxed motor vehicles) in such a position and such a manner as directed by us. Any untaxed or SORN vehicles are not permitted to be parked on our property.
- 27.2 Vehicles parked at the marina cannot be used for overnight accommodation.
- 27.3 **Charge for the moving/storage/disposal of vehicles. We reserve the right to recover from you, our reasonable costs incurred in moving, storing or disposing of any vehicle that is in contravention of this clause 27.** At some of our marinas, parking restrictions are enforced by third parties, who will independently charge for parking offences.

**Quick Summary**

You need to keep certain gates closed and locked.

We will provide you with up to 2 free security access keys/cards/fobs. Certain rules apply to your use of these keys/cards/fobs.

If you lose or don't return a key/card/fob when you're supposed to, we may charge you £30.

- 28.1 **Closing and locking gates.** You, your crew, contractors and visitors are required to ensure that all security barriers and gates are closed and locked after use (gates are not to be left ajar at any time). There are some barriers and gates that are allowed to be left open for specific hours of the day, these will always have a notice beside them stating the relevant hours. You are required to ensure that where gates and locks are provided they should be closed and locked to retain the security provided by us.
- 28.2 **Security and access keys/cards/fobs.**
- 28.2.1 Security access keys/cards/fobs will only be issued to AQUAVISTA contract holders or short term visitors. Any contract holders who sublet their vessel will remain responsible for all keys/cards/fobs issued.
- 28.2.2 Up to 2 security access keys/cards/fobs will be issued to the contract holder free of charge and they can be collected from the waterside office for long-term use. Up to 2 additional keys/cards/fobs will be supplied free of charge for use by family members if requested
- 28.2.3 All keys/cards/fobs issued to the contract holder will be recorded and signed for by the contract holder. The names of the people to whom keys/cards/fobs are assigned to will also be recorded. All issued keys/cards/fobs are the responsibility of the contract holder and should not be loaned or reassigned to any third party, except to a person who sublets their vessel.
- 28.2.4 Should a key/card/fob become lost, the contract holder must report it to the marina. In the case of electronic fobs, the marina will then invalidate the fob to prevent it from being used by an unauthorised person.
- 28.2.5 We will apply a charge of £30.00 for any keys/cards/fobs not returned to us on departure from the marina, at the end of any contracted period or to replace a lost key/card/fob. This charge is not a deposit but a charge to cover the cost of lost equipment. All keys/cards/fobs issued to visitors will be issued on receipt of a deposit payment of £25 each. The deposit shall be returned to the visitor on return of the key/card/fob.
- 28.2.6 Electronic fobs will be programmed with the access period that aligns with the Term. Access required by Grade 2, 3 and storage contract holders between October and March will be activated for the stated period of visit that has been requested and approved. Similarly, electronic fobs issued to visitors will be programmed to the dates which align to the visiting period.
- 28.2.7 Where electronic security access keys/cards/fobs are used, a periodic clearance of all electronic keys/cards/fobs may be carried out once a year for security purposes. To

revalidate an electronic keys/cards/fobs you must bring the key/card to the marina office reception.

28.2.8 All keys/cards/fobs remain the property of AQUAVISTA at all times and should therefore not be copied loaned or sold on to other parties.

28.2.9 Where keys are not managed directly by us, they may be subject to different requirements that will be provided by the relevant issuing office as appropriate.

29 HEALTH AND SAFETY AND FIRE PRECAUTIONS



Quick Summary

You need to follow all health and safety rules, and keep a working fire extinguisher on board.

You need to provide us with emergency contact details and tell us if these details change.

29.1 **Health and safety.** You shall abide by all relevant health and safety regulations, codes of practice and any health and safety guidance issued by us whilst using the marina.

29.2 **Preventing the outbreak of fire.** You shall take all necessary precautions against the outbreak of fire in or upon your vessel and shall observe the statutory and local regulations relating to fire prevention (exhibited in the office). You shall provide and maintain in good working order at least one fire extinguisher of an EU government approved or BSI standard type and size, in or on the vessel and readily available for immediate use in case of fire.

29.3 **Refuelling.** You shall not refuel the vessel in the water, except when moored at our refuelling Berth. No naked flames or mobile electronic devices are allowed in close proximity to the refuelling Berth.

29.4 **Fires and fireworks.** The lighting of open fires or use of fireworks is strictly prohibited at the marinas.

29.5 **Use of barbecues or portable gas cookers.** 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 or used on any pontoons and all barbecues and cookers should be used only with approved briquettes or gas fitting connectors and they must be properly extinguished or the gas supply terminated. The area around the equipment must be left in a clean and tidy condition and all waste removed.

29.6 **Removing a vessel in an emergency.** No person shall anchor or make fast any vessel in a manner which is incapable of being easily removed in case of emergency.

29.7 **Persons under the age of 16.** Any persons under the age of 16 years (invited to the marina by you) are the sole responsibility of you and must remain under your supervision at all times. They must not be allowed to cause a nuisance to any other user of the marina.

29.8 **Life jackets.** Persons under the age of 12 must wear adequate life jackets and be attended by a responsible adult at all times whilst at the marina. Any person at the marina unable to swim is advised to wear adequate life jackets at all times whilst at the marina.

29.9 **Running and cycling.** Running/cycling on the pontoons and paths is not permitted.

- 29.10 **Use of electrical outlets.** When connecting to a designated electrical outlet bollard, our approved leads and plugs must be used. These must be maintained in accordance with the relevant regulations and standards. You are not permitted to alter the Berth or facilities in any way.
- 29.11 **Emergency contact details.** You must provide us at all times with your current address and contact details and telephone numbers so that you can be contacted in an emergency. Informing us of any change in your contact details can be done using our Change of Details Form (available upon request).

30 OCCUPATION OF VESSELS



Quick Summary

You need to tell us when you intend to stay on your boat.

If we have to pay any council tax or similar as a result of your stay on the boat, we may pass these costs on to you.

You must not dive, swim or fish in the marina.

- 30.1 **Commencement of stay on vessel.** If you are given permission (in accordance with the terms of your licence agreement) you must immediately notify us of the date upon which you wish to commence your stay on the vessel and the date upon which you cease to occupy the vessel.
- 30.2 **Overnight stay.** You must not occupy the vessel overnight when it is stored ashore.
- 30.3 **Charges incurred by us as a result of your stay on a vessel. We reserve the right to recover any charges levied in respect of Council Tax or any other charges from you where these charges have been applied to us by the Local Authority and/or Council in respect of your occupation of the marina as a place of residency, even if you have not purchased a residential mooring contract from us.**
- 30.4 **Diving, bathing or fishing at the marina.** Diving, bathing or fishing in the waters of the marina is not permitted.
- 30.5 **Washing.** Laundry may only be hung in the areas designated for such use and not from vessels. Where rotary drying appliances have been permitted and installed they must be lowered when they are not in use.
- 30.6 **Television aerials, satellite dishes and wind generators.** You shall endeavour to ensure that television aerials, satellite dishes and wind generators are erected in a manner that makes them as inconspicuous as their design allows for whilst the vessel is in the marina and approval from the local manager/supervisor is to be sought prior to installation where such items are to be fixed to any structure of ours.

31 ANIMALS ON BOARD VESSELS



Quick Summary

You need our permission to keep animals on board your boat while it is in the marina. Extra rules apply if you do keep animals on your boat.

If your animal causes a mess, we may charge you more money for clearing up after it.

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- 31.1 **Approval of animals.** You must not keep any animals on board the vessel whilst it is in the marina, other than domesticated animals that have been notified to us, and first approved by us. The animals approved by us (as suitable for the marina) must at all times remain on a lead and under your proper control, whilst they are at the marina and must never be allowed to cause a nuisance to any other users of the marina. We may demand the removal of any offending animals from the marina immediately if you do not comply with this clause.
- 31.2 **Notification of an animal arriving from outside the UK.** Upon the arrival of a vessel at the marina from any country outside the UK, you must immediately inform the manager or supervisor for that marina and the Port Health Authority of the existence of any animal on board. If the animal concerned is not a member of the Pet Travel Scheme, it will need to be placed in quarantine for such period as is required in accordance with current legislation concerning the avoidance of rabies. Until such time as it has been established whether the animal in question should be placed in quarantine, you must ensure that it is kept securely confined below decks so that it cannot escape ashore.
- 31.3 **Dealing with animal waste.** Any waste caused by animals in the marina must be cleared up by the responsible person and disposed of in an appropriate manner. Animal waste should never be discharged into the marina water at any time. **We may charge any reasonable costs incurred in cleaning up after animals that generate waste and which are not cleared up by you.**
- 31.4 **Restriction on animals in the marina buildings.** Animals are not permitted to enter any marina buildings, in particular the marina's facility blocks and chandleries (on health and hygiene grounds), the exception to this clause, being those registered assistance animals.

32 LOCK OPERATION



Quick Summary

If you need us to operate marina locks outside of normal hours, we may charge you more money for doing so.

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- 32.1 **AQUAVISTA manning of marina lock.** We will try to ensure that the marina locks at Limehouse and Hull & Glasson (which are operated by AQUAVISTA) are staffed during the published hours of operation. If you require the vessel to transit through the lock at times other than those published, you should make prior arrangements with the manager or supervisor for that marina. **We may charge a reasonable fee for services provided outside of normal published operational hours, with these fees being published at the marina.**
- 32.2 **Restricting the use of the lock.** We reserve the right (on giving 48 hours prior notice to you, which shall include the display of a prominent notice in the marina office reception) to restrict or prohibit the use of the lock during routine maintenance, pre-arranged events such as regattas, boat or yacht races, festivals and other planned events. We also reserve the right (on giving you the same notice) to alter the published hours of operation of the lock.
- 32.3 **Hull marina lock requirements.** At Hull marina, you must request permission to leave your Berth for any reason or access the lock from the duty lock keeper and await the duty lock keeper's instruction before any attempt is made to manoeuvre the vessel. The vessel must contain a working VHF radio that is tuned to the marina communications channel (VHF 80

International) and must remain on and audible to you. All communications must be made via a VHF radio.

- 32.4 **Arriving from a country outside of the UK.** Upon arrival to the marina from a country outside the UK, you must immediately report to the manager or supervisor for that marina and complete the UK Immigration and Service Border, List of Passengers and Crew form.
- 32.5 **Qualifying vessel for VAT purposes.** If you declare your vessel as a 'Qualifying Ship' for VAT purposes (as outlined in VAT Notice 744C: ships, aircraft and associated services) but the HMRC later declares that your vessel does not qualify for this exemption, we may recover all VAT and any penalties and interest from you that should have been paid.

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Aquavista Watersides Limited, Sawley Waterside & Marina, Long Eaton, Nottingham, NG10 3AE. Telephone number: **0115 9077 444**. Email address: **customersupport@aquavista.com**.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the supply of the following service,

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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