

BUCKDEN MARINA LTD

General Conditions

Effective from 1st February 2008.

1. In these Conditions the expression "Company" shall mean Buckden Marina Ltd and/or its Agents to whom the application for berthing is made.

The expression "Harbour" shall mean the Marina, Moorings, Premises, facilities, any other facility for berthing a vessel afloat or ashore at the premises and other facilities known as Buckden Marina, Mill Road, Buckden, St Neots, Cambs PE19 5QS. The expression "Owner" shall mean a Master, Agent, or other person for the time being in charge (other than the Company) of the Vessel to which a Mooring has been granted.

The expression "Vessel" shall mean the Yacht, Motor Boat, Cruiser, Narrow Boat or any other form of boat capable of being licensed by the Environment Agency for use on the River system.

The expression "Licence" shall mean the granting of a mooring within the Company's Harbour.

2. The Company hereby grants to the Owner a Licence to moor a Vessel subject to the rights of termination set out in Condition 33. There will be an initial three month probationary period for new Owners during which period the Company may, at its discretion, terminate this license

3. On the grant of the Licence the Owner will be allocated a mooring within the Harbour, afloat or ashore and given these Conditions. Upon entering the Harbour and mooring the Vessel whether afloat or ashore, the Owners conduct shall constitute unqualified acceptance of these Conditions.

4. Nothing contained within the Licence shall entitle an owner to the exclusive use of a particular mooring and the Company may from time to time move a vessel at its discretion.

5. The Licence granted to an Owner is personal to the Owner and a particular Vessel and is not transferable or assignable.

6. Nothing contained within the Licence shall permit or entitle an Owner to sub-let, rent out or otherwise dispose of the Licence or the Vessel to which the Licence relates or any accommodation within a Vessel whether for payment of any kind or not and the Licence is granted for the use of the Owner and his or her immediate Family.

7. Mooring charges will be invoiced annually and are due for payment in advance.

8. The charges made for mooring within the Company's Harbour shall be as set out in the Company's Mooring and Ancillary Charges Tariff subject to revision as set out in Condition 9.

9. The Company reserves the right to increase its charges for Moorings and Ancillary Charges having first given to

the Owner 28 days notice in writing of its intention to do so.

Due to the fluctuation in the cost of electricity units supplied to the marina the Company reserves the right to alter the cost to the berth holder without giving notice this one applies to the unit cost and not the service charge.

10. An invoice for Mooring Charges will be raised annually 3 weeks prior to the commencement of the relevant period.

a) Mooring charges may be paid in ten equal monthly instalments which must be done by standing order when a 10% surcharge will apply.

b.) In the event that a cheque presented by an Owner for payment of Mooring Fees is returned not paid a charge of Fifty pounds plus VAT for each returned cheque will be made.

c) Payment for mooring charges will not be accepted by credit card; Switch or Delta debit cards will be accepted.

d) in the event that monthly mooring fees are not paid within the month that they are due or annual payments remain unpaid after 14 days from invoice date the Company will levy a penalty charge of fifty pounds plus VAT.

11. Vessels shall be moored by the Owner in such a manner and position as the Company may require and unless agreed otherwise the necessary warps and fenders shall be provided by the Owner. The Company may require and direct that all Vessels and vehicles in or on the Company's Harbour be moved to any other part of the Harbour.

12. Electricity shall be provided to an Owner by way of a metered electric cable which the Owner must purchase from the Company and upon the following conditions.

a) The meter will be read on commencement of the Licence, on the last day of every Quarter thereafter and on termination of the Licence.

b) An invoice shall be raised quarterly for the number of units consumed by the Owner at the applicable rate set out in the Company's Mooring and Ancillary Charges tariff which are subject to revision as set out in Condition 9. A service charge will be payable per quarter for the availability and connection to a metered electric supply.

c) In the event that the number of units consumed by an Owner in any quarter does not exceed 20 units an invoice for that quarter will not be raised and the units consumed shall be carried forward for charging to the next quarter.

d) Whilst the Company will make every effort to maintain the electric supply to the relevant meter point it cannot be held responsible for any interruption to the supply. e) Electricity cables shall be placed in such a way as not to cause nuisance or danger to persons using moorings and will be tidily fastened.

13. The Company shall not be liable whether in contract, tort or otherwise for any loss, theft or any other damage of whatsoever nature caused to any vessel, vehicle or other property of the Owner or others claiming through the Owner except to the extent that such loss, theft or damage is caused by negligence or wilful act of the Company or its agents.

14. The Owner shall indemnify the Company against all loss, damage, cost, claims or proceedings incurred or instituted against the Company or its servants or agents

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which may be caused by the Owners Vessel or vehicle or by the Owner, his servants, agents, crew, guests, or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible.

15. The Owner shall maintain third party insurance in respect of himself and each of his Vessels or vehicles, his crew for the time being and his agents, visitors, guests and sub contractors in the sum of at least £2,000,000 in respect of each accident or damage and in respect of each Vessel, adequate salvage insurance. Such insurance shall be effected and maintained in an Insurance Office of repute and the Owner shall produce the Policy or Policies relating thereto and premium renewal receipts to the Company on demand.

16. No part of the Company's Harbour or any vehicle or Vessel while situated therein shall be used for by the Owner for Commercial purposes.

17. The Owner shall ensure that the Vessel or Vessels to which the Licence or Licences relate shall at all times be Licensed in accordance with The Environment Agency's Licensing Rules & Regulations.

18. All persons using any part of the Company's Harbour, premises or facilities for whatever purpose whether by invitation or otherwise do so at their own risk unless injury or damage to person or property sustained within the Company's Harbour premises or facilities was caused by or resulted from the Company's negligence or deliberate act or that of those for whom the Company is responsible.

19. In the event that any person has an accident on the Harbour no matter how the accident may have been caused and whether or not the accident involved the Company's property and whether or not the accident involved injury to a person or damage to a Vessel or property or equipment belonging to the Company or other person, the Owner or other person who shall for the time being have responsibility for the person, Vessel or equipment that caused or was involved in the accident is asked to report the accident to the Company's office as soon as practicable and in any event no later than 24 hours after the accident took place.

20. No Vessel when entering or leaving or manoeuvring in the Harbour shall be navigated at such a speed or in such a manner as to endanger or inconvenience other Vessels in the Harbour. Vessels are at all times subject to the speed restrictions and bye laws of the Harbour, the Environment Agency and other Authorities.

21. No noisy, noxious or objectionable engines, fires, radios or other apparatus or machinery shall be operated or used within the Harbour nor shall any noxious, noisy or offensive behaviour be undertaken so as to cause nuisance, annoyance or offence to the Company, another Moorer or to any person residing in the vicinity of the Harbour 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 aforesaid.

22. No swimming is allowed within the confines of the Harbour.

22.b Each licence shall confer upon the owner the right to fish (maximum of two rods) from their vessel. This right is not transferable to guests of the owner in the owners absence and does not extend the right to fish in other areas of the marina.

23. The Discharge of any form of liquid pollutants into the Marina including but not limited to the pumping out of Sea Toilets, emptying of polluted bilge water and the emptying of any form of container is forbidden. In the event that an Owner, his Agents, Crew, Guests or Sub-Contractors discharge any form of pollutants into the Marina, other than by way of an accidental discharge that is immediately reported, the Owner will be asked to remove his Vessel, (with no refund of unexpired mooring fees), from the Marina immediately and the occurrence will be reported to the Environment Agency.

Toilet Waste may be disposed of either at the Toilet Disposal Point or at the Pump Out Point.

In the event that a Vessel has an accidental spillage of pollutants into the Marina it must be reported immediately to the Marina office during Opening Hours or on telephone number 07894 606951 out of hours. Continuous problems with a Vessels Bilge or continuous spillage's may result in charges being made to contain the problem

No ashes, refuse or other dry waste material shall be thrown or discharged overboard, left on pontoons, Jetties, car parks or disposed of in any other way than in the bins provided by the Company.

The Company reserve the right to inspect a Vessels Bilges, Holding Tanks and other containers of fuels and Oils at any reasonable time and in the presence of the Owner and to enter onto a Vessel in an emergency if a Vessel is found to be causing pollution by way of discharge into the Marina from bilges, holding tanks or fuel tanks. The Company will make every effort to contact an Owner in order that he can rectify a problem before an entry onto a boat is effected.

24. Dinghies, Tenders and rafts shall be stowed aboard the Vessel unless a mooring Licence is separately provided by the Company.

25. Each Licence shall confer upon the Owner the right to park one vehicle. This right shall not extend to Commercial Vehicles or to vehicles over 2 tonnes gross weight, vans are also limited to a maximum length of 5m (equivalent to SWB transit). Owners are required to park vehicles in such a manner and in such a position as shall be required from time to time by the Company. Vehicles that are not licensed for use on the Public Highway (not displaying a current road fund licence) shall not be parked within the Harbour. Permanent parking for additional vehicles may be arranged through the Harbour office.

26. Dogs are allowed within the Harbour at the discretion of the Company's management. They must be kept under control at all times. When allowed off a Vessel dogs must be kept on a lead of no more than 3 meters in length at all times and should not be allowed to roam onto any areas other than those defined by the Company's management. Undue noise or disturbance caused by dogs is not allowed. Mess created by dog excrement must be cleaned up

immediately by the Owner. The Company reserve the right to ask an Owner to remove a dog from the Harbour in the event that these conditions are not met. Any dog owned by a visitor to an Owner or Vessel will be the responsibility of the Owner or Vessel being visited

27. Washing and laundry of any kind may not be hung on or strung up on or near to a Vessel or mooring.

28. Television aerials for terrestrial television providing that they are of a reasonable height and size shall be permitted.

29. Tampering with, theft of, removal of or damage to any part of the Company's premises, apparatus and /or facilities and/or acts of violence, threats of violence and/or abusive language and/or behaviour within the Harbour by the Owner, his family, his guests or crew, will constitute immediate termination of the Mooring Licence and the Owner shall be asked to remove his vessel from the Harbour forthwith and not withstanding the conditions set out in Condition 33 the Owner shall not be entitled to any refund of unused mooring fees. Appropriate action may also be taken against the person or persons responsible for, the theft, removal of or damage to any of the Company's premises, apparatus or facilities and/or acts of violence against any person within the Harbour.

30. No item of a Vessels gear, fittings or equipment, supplies, firewood or the like shall be left upon pontoons, jetties, car parks or elsewhere within the Harbour and electricity cables will be tidily fastened.

31. The Owner shall take all precautions against the outbreak of fire in or upon his vessel and the Owner shall observe all statutory and local regulations relating to fire prevention which may be exhibited at the offices of the Company. The Owner shall provide and maintain fire safety equipment in accordance with relevant BSC, at least including one fire extinguisher of a governmental approved BSI standard type and size in or on the Vessel fit for immediate use in the case of fire. Owners shall not refuel Vessels in the Harbour otherwise than at the Company's refuelling berth on the River Great Ouse.

32. a) Subject to paragraph b) of this clause, no work shall be carried out to a Vessel whilst in or on the Harbour (unless with the prior consent of the Company which may be withheld at its sole discretion) other than by the Company's nominated service company and minor running repairs or maintenance of a routine nature by the Owner his regular crew or members of the Owners family not causing any nuisance or annoyance to any other users of the Company's Harbour or any person in the vicinity.

b) Prior written consent for work to be carried out at the Company's Harbour shall not without good cause be withheld for the following circumstances.

(i) Where the work to be carried out is work which the Company, its Nominated Service Company, its Concessionaires or those who normally carry out work on its behalf would normally employ a specialist sub-contractor: or

(ii) Where the Company is 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 or its equipment to which the warranty relates: or

(iii) The Company has set aside an area of the Company's Harbour where owners may carry out work on their vessels and the work for which consent is sought is restricted to that area and is not carried out in a manner prohibited under Conditions for the time being made by the Company with regard thereto.

c) Where the company has granted permission, either verbally or in writing, allowing the use of an outside contractor the owner shall ensure the contractor contacts the marina office on arrival and exit of the site, whereupon said contractor shall produce appropriate insurance and health and safety documentation as requested by the company.

33. (a) The Company shall have a right (without prejudice to any other rights in respect of breaches of these conditions by the Owner) to terminate the Licence granted to the Owner in the following manner in the event of a breach by the Owner of any of these Conditions or any failure by the Owner to make any payment due to the Company. If the breach is capable of remedy or the Owner has failed to make such payment the Company may serve notice on the Owner specifying the breach or the failure to pay and requiring the Owner to remedy the breach or pay the amount due within 14 days. (excepting the right to termination set out in Condition 29). If the Owner fails to remedy the breach or pay the amount due within 14 days or if the breach is not capable of remedy, the Company 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 28 days at the expiration of which or before the Owner shall remove the Vessel and any other property of his within the Harbour. The Company shall refund to the Owner any unexpired portion of the Licence fees subject to the right of set off in respect of any damage suffered by the Company and/or other monies owing as a result of any of the matters giving the Company the right to terminate the Licence. When no date of termination has been agreed in writing between the parties the Company may terminate the Licence granted to the Owner by giving the other 28 days notice in writing of such termination at the expiration of which the Owner shall remove the Vessel from the Company's Harbour. The Company shall refund to the Owner any unexpired portion of the Licence fees subject to the right of set off in respect of any monies owed to the Company by the Owner.

b) If the Owner fails to remove the Vessel on termination of the Licence (whether under this Condition or otherwise) the Company shall be entitled to:

(i) To charge the Owner with rental which would have been payable by the Owner to the Company had not the Licence been terminated for the period between termination and the removal of the Vessel from its Harbour and/or

(ii) At the Owners risk (save in respect of loss or damage caused by the Company's negligence during such removal) to remove the Vessel from its Harbour and charge the Owner with all costs arising out of such removal including alternative mooring fees.

34. The Company has a right to exercise a general lien upon any Vessel and/or any other property of the Owner whilst in or on the Company's Harbour until such times as any money due to the Company in respect of the Vessel

and/or any such other property, whether or not on account of rental, storage, commission, access or berthing charges, work done, goods supplied or otherwise shall be paid in full.

35. In the event of a sale by the Owner of any Vessel moored or stored with the Company, the Owner shall pay to the Company a commission of 1.0% of the net sale price or value realised and Value Added Tax thereon unless sold through the Company's nominated broker..

36. Within 7 days of any sale, transfer or mortgage of any Vessel which is the subject of a current Licence granted to an Owner by the Company subject to these Conditions, the Owner shall notify the Company of the name and address of the Purchaser, Transferee or Mortgagee as the case may be.

37. Any Vessel or other goods left at the Company's Harbour are subject to the provision of the Torts (Interference with Goods) Act 1977, which confers on the Company as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the Company has given notice to the Owner or has taken reasonable steps to trace the Owner in accordance with the Act. A similar right of sale shall also arise when any Vessel or other goods of which the Company is not bailee are left at the Company's Harbour. Any obligation of the Company towards such goods left at its Harbour ends upon the expiry or lawful termination of the grant to the Owner of the facilities for such Vessels or goods and the Company accepts no responsibility for loss or damage to any Vessel or goods left at its Harbour without its consent save in so far as such loss or damage is caused by the negligence of the Company or those for whom the Company is responsible.

38. If in the Company's opinion such be necessary for the safety of the Vessel or for the safety of other Vessels and users of the Harbour or for the safety of the Company's Vessels or for the safety of the Company's Harbour, premises or plant or equipment, the Company shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on a Vessel and except to the extent that such mooring, re-berthing, movement, boarding, entering or emergency work arises from the negligence of the Company or those for whom it is responsible the Company's reasonable charges therefore shall be paid by the Owner.

39. The owner shall ensure that the vessel or vessels to which the licence or licences relates shall at all times be kept in a reasonable state of upkeep. Vessels found to become neglected, in a state of disrepair, unsightly and or in the company's opinion below the overall standards of vessels moored in the harbour, will be served notice to under take repairs, alterations and cleaning of said vessel to meet the required standards within 30 days.

40. In all cases where a contract of Licence to occupy any mooring, afloat or ashore or Licence of hire or supply of goods may be lawfully terminated by notice, the same shall be deemed to be lawfully served if served personally on the Owner or sent by registered post or recorded delivery to the last known address of the Owner or placed upon the Owners Vessel at the Company's harbour.

41. The Company reserves the right to introduce Conditions which relate solely to the administration of the Harbour and premises and which are not inconsistent with these Conditions and to amend such Conditions from time to time. Such Conditions and any amendments shall become effective on being sent to each Owner/Licence holder by post or by being delivered to an Owners Vessel at least 28 days before such Conditions are effective. On becoming effective the Company shall have the same rights against an Owner for a breach of the new Conditions as for these Conditions.

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