

# Littleport Boat Haven

## MOORING AGREEMENT & TERMS OF BUSINESS

11<sup>th</sup> edition

Gary J Andrews T/A Littleport Boat Haven  
Littleport Boat Haven, Lynn Road, Littleport, Ely, Cambs, CB6 1QG  
Tel: 01353 863763 Email: [Gary@littleportboathaven.co.uk](mailto:Gary@littleportboathaven.co.uk)

THESE TERMS OF BUSINESS APPLY TO ALL CONTRACTS FOR WORK AND FACILITIES OR  
**GOODS UNDERTAKEN**

### 1 Interpretation

#### 1.1 in these terms unless the context requires otherwise

LBH means Gary J Andrews T/A Littleport Boat Haven its successors and assigns and any of its employees, agents or other persons authorised by LBH to act on its behalf.

Marina means the marina, moorings and all such other water space and land associated with the marina and within LBH's control. Owner means the person(s) or entity named as Owner in these Terms and includes an employee of the Owner, authorised agent or a person in charge of the Vessel with the Owner's permission or any other person with a right in the Vessel;

Vessel means the vessel named in these Terms (or one that is substituted for it with LBH's prior written consent) and includes its gear or equipment or other goods (whether belonging to the Owner or not).

### 1. Owners Obligations

2.1. The Owner warrants that he/she is either the lawful owner, or the authorized agent of the lawful owner of the Vessel and any other party who is or may become interested in the Vessel. The Owner warrants that he accepts these Terms not only for himself, but also as authorized agent for and on behalf of the lawful owner of the Vessel and any other person who is or may become interested in the vessel

2.2. The Owner must provide to LBH in writing, details of the Owner's current residential address. This address  
must be a

2.3. different address to the address of the Marina. The Owner shall be obliged to produce evidence to LBH of

2.4. such home address within seven days of a request to do so.

2.3. The Owner must notify LBH in writing of the details of any change of names of the Vessel or change of address.

2.4. or telephone number or email address.

### 1. PARKING, BERTHS, MARINA & ANIMALS

3.1. Owners are required to park their cars in such a position and in such manner as shall, from time to time, be directed by LBH, Owners are not permitted to park their cars at the Marina for a continuous period of three weeks or more without written consent. LBH are authorised without notice to move any car or trailer at the risk of the Owner, obtaining forcible entry into the car if necessary for such purpose, without being liable for any damage thereby occasioned. LBH will take all reasonable steps to contact Owners prior to attempting forcible entry. All cars parked by Owners at the Marina must be suitably taxed for use on the roads.

3.2. The car park is intended for cars belonging to Owners and their guests only; boat trailers may only be parked for short periods as agreed by LBH from time to time. No other boats, vehicles, caravans, tents, equipment, tools or sundry items may be parked, stored or used in the car park or elsewhere on the premises under any circumstances unless written permission is obtained from LBH.

3.3. No fires or disposal of rubbish other than as agreed by LBH will be permitted.

3.4. LBH Only Provides Rubbish Bins For Food & Drink Waste & does not provide facilities for the disposal of any other Rubbish in the Marina. Owners must take all rubbish away when leaving the Marina.

3.5. All persons using any part of the Marina or facilities including plant and equipment for whatever purpose, and whether by invitation or otherwise, do so entirely at their own risk. 3.6. Fishing from the Marina is restricted to Owners of Vessels only unless otherwise authorised by Gary J Andrews. Fishing is forbidden from the Marina at anytime out of season. Fishing in the Marina basin is only permitted from dawn till dusk unless otherwise authorised by Gary J Andrews. All reasonable precautions will be taken to avoid nuisance and or annoyance to other berth-holders and the Owner or authorised person shall take full responsibility for any damage, debris howsoever caused. LBH reserve the right to refuse or withdraw permission for whatever reason.

3.7. No mooring or fishing is permitted in or immediately adjacent to the entrance to the Marina from the river unless otherwise authorised by Gary J Andrews.

3.8. Dog and Cat owners will ensure that all animals are kept under control at all times and should they cause nuisance or annoyance they are to be removed from the Marina immediately. Dogs and Cats are only permitted at the Owner's risk and liability and kept restrained with the use of a lead at all times when not secured with an Owner's Vessel or Vehicle, and may

at any time be refused onto the Marina. No other animals shall be brought onto the Marina. All Dog owners are obliged to clean up after their dog has fouled in the Marina.

3.9. Berths shall not be loaned, transferred or used by any other Vessel whatsoever and any berth shall be occupied only by the Vessel in whose name it is booked.

3.10. Nothing in these Terms shall entitle an Owner to the exclusive use of a particular berth.

3.11. No part of the Marina or Vessels moored there shall be used by Owners or any other persons for any commercial purpose whatsoever including hiring, embarkation or charter parties, sale or demonstration of craft.

3.12. No permanent residential use of any Vessels is permitted on the Marina.

3.13. All property belonging to any Owner or Vessel must be stored within the confines of the Vessel and may not be stored anywhere on the premises This includes any picnic tables, chairs and BBQ.

3.14. Owners may not fix any item to quay headings or pontoons, including fenders and rubbing strakes unless otherwise authorized by Gary J Andrews, TV aerials or satellite dishes, or place any carpets/mats or potted plants thereon.

3.15. Owners are required to stow within the confines of their Vessel any anchors which are usually mounted on the bow of their Vessel.

3.16. Inflated dinghies are required to be stowed on or in a Vessel and not in the Marina basin or on the property whilst not visiting the Marina.

3.17. Any item such as inflatable dinghies which are attached to a vessel shall be deemed to increase the Length Overall Actually Measured of the Vessel and be charged accordingly subject to current mooring fees.

3.18. Owners are required to remove or retract any davits where possible whilst not visiting the Marina.

3.19. Owners may not keep any tenders within the Marina basin or on the property without prior consent from LBH

3.20. Owners may not store tenders, small boats etc. their trailers and/or related property except without prior consent from LBH and only in such areas as defined by LBH from time to time. LBH reserves the right to apply storage charges to such items and refuse or withdraw permission for whatever reason.

3.21. LBH reserves the right to remove, sell or dispose of any property in accordance with Clauses 3.13, 3.14, 3.15, 3.16, 3.18 and 3.19 in its absolute discretion and the Owner shall pay for any time and/or amounts incurred by LBH in the carrying out of this Clause.

**1. VESSEL MOVEMENT** 4.1 LBH reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the business

## **5. CHARGES & PAYMENT**

5.1 ALL Vessels moored at the marina are subject to current mooring fees for services as notified to all Owners from time to time. Mooring fee rates are

based on either the length of berth to which a Vessel has been assigned or cost per unit of length whichever is the greater and charged at LBH current Mooring rates, with a minimum of 6.06 metres or 20 feet, and rounded up to the nearest whole foot.

5.2. LBH reserves the right to charge normal mooring fees when a Owner uses the facilities with or without their vessel or their Vessel is being repaired or overhauled, whether on its mooring or elsewhere on the Marina or if removed from the berth for such repairs. 5.3. All mooring fees are due in advance payable annually as agreed from commencement of the mooring agreement 5.4. All payments Can be made by Preferably Bacs, or cheque made payable To Littleport Boat Haven 5.5. Unless otherwise agreed by LBH the price of all work, goods and services carried out by LBH to any Vessel shall become due immediately on invoice date. 5.6. Owners shall be liable to pay LBH for all electricity used by the Owner and such electricity charges shall be payable on demand by invoice. 5.7. Time of payment shall be of the essence. 5.8. Where an Owner delays in payment for more than 14 days the Owner will incur a late payment charge and each 14 day period thereafter. 5.9. LBH reserves the right to charge interest on the outstanding amount at 7% over HS BC Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of overdue amount.

**6. ELECTRIC SHORE POWER POINTS** 6.1 Electric shore power points are available to certain moorings only and will be charged at a separate rate

**7. ESTIMATES** 7.1. In the absence of express agreement to the contrary our price for work shall be based on time and materials expended and services provided. 7.2. When LBH shall exercise reasonable skill and judgment when giving an estimate or indication of price whether in writing or orally. Such estimates are subject always to the accuracy of information provided by the Owner and are usually based only on a superficial examination and will not include the cost of any additional repairs or work found necessary to the Vessel and/or gear or equipment during the work nor the cost of any extensions to the work comprised in the estimate. 7.3. LBH will inform the Owner promptly of any proposed increase in estimated prices and the reasons therefore and will only proceed with the work or supply with the approval of the Owner. The Owner shall remain responsible for cost of labour and materials already supplied or remaining to be supplied which are not affected by the proposed increase in price. Owners will be required to Give Written Consent by letter or email authorising any works to be undertaken on their behalf All reasonable efforts will be made by LBH to obtain a signature from Owners or written/emailed consent. In the absence of an Owners written/emailed consent Owners will not be liable

for any variations in cost arising.

**8. USABILITY** 8.1. All persons using any part of the Marina premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk any injury or damage to person or property sustained within the Marina premises or facilities was caused by or resulted from LBH's negligence or deherbate act 8.2. LBH shall not be liable for any loss or damage caused by any event or circumstance beyond our reasonable control (such as extreme weather conditions, the actions of third parties not employed by user any defect in any part of an Owner's or third party's vessel); this extends to loss or damage to vessels, gear, equipment, vehicles or other goods left with LBH for repair or storage, and harm to persons entering its premises or using any of its facilities or equipment.

8.3. LBH shall take all reasonable and proportionate steps having regard to the nature and scale of its business to maintain security at its premises, and to maintain its facilities and equipment in reasonably good working order. Subject to this and in the absence of any negligence or other breach of duty, vessels, gear, equipment, vehicles or other goods are left with LBH at the Owner's own risk and the Owner should ensure that their own personal and property insurance covers such risks. 8.4. LBH shall not be under any duty to salvage or preserve a Vessel or other property from the consequences of any defect in the Vessel or property concerned unless LBH

shall have been expressly engaged to do so by the Owner on commercial terms. Similarly LBH shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident which has not been caused by LBH's negligence or another breach of duty on LBH's part. However LBH reserve the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where LBH do so, it shall be entitled to charge the customer concerned on a normal commercial basis. 8.5. Owners shall indemnify LBH against all losses or damages claimed against LBH or its employees or agents caused by an Owner, their crew or their vessels and while the vessel or other property is on Marina premises or is being worked on by LBH. The Owner shall be obliged to maintain adequate insurance, including third party liability cover for not less than £2,000,000, and, where appropriate, Employers' liability cover in respect of any employee to at least the statutory minimum. The Owner shall be obliged to produce evidence to LBH

#### **9. LIEN**

9.1. LBH has a general lien to detain and hold onto the Vessel or any other property at anytime whilst in or on the Marina pending payment by the Owner of any sums actually due at any time to LBH from the Owner on any account whatsoever, whether relating to rental, storage, permission, access, berthing charges, work done or otherwise. LBH shall be entitled to charge the Owner for storage and the provision of any on-going services at our normal daily rates until actual payment (or provision of security) by the Owner and removal of the Vessel or property from the Marina. The Owner shall at any time be entitled to remove the Vessel or other property upon providing to LBH proper security, for example by a letter of guarantee from a Bank reasonably acceptable to LBH or lodgement of a cash deposit with a professional third party agent or with the British Marine Federation, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for LBH's prospective legal costs. This right does not affect the customer's entitlement to withhold a proportionate part of the price in respect of alleged defects but where that amount is in dispute the customer shall be required to provide security for the full amount pending resolution of the dispute. 9.2. LBH shall be entitled to, on at least 28 days' notice in writing to the Owner, to sell or dispose of or deal with the Vessel or any other property as agent for, and at the expense

of, the Owner and apply the proceeds in or towards the payment of such sums. Any such sale shall be on the basis of a reasonable offer immediately available, which may or may not amount to as much as the Owner may believe the Vessel or any other property to be worth in any specialist market place. LBH may or may not, in its absolute discretion, advertise the Vessel for sale. 9.3. LBH shall, upon accounting to the Owner for any balance remaining after payment of any sum due to LBH, and for the cost of sale and disposal and/or dealing (including any legal costs) be discharged of any liability whatsoever in respect of the Vessel. 9.4. In respect of Vessels which are sold or exchanged whilst currently holding a berth, either with or without a completed mooring agreement, the Owner shall be liable for the charge of yard commission of 1% + VAT of the gross sale figure. In the absence of confirmation of the gross sale figure the commission will be assessed on an average current valuation. This commission will be waived if the Purchaser continues the mooring on a new annual contract agreed with LBH. Three months' notice of termination of contract will be applicable.

10. **TERMINATION** 10.1. LBH shall have the right (without prejudice to any other rights in respect of breaches of these Terms by the Owner) to terminate the mooring agreement provided that it shall give the Owner not less than three months' prior written notice.

10.2. LBH shall have the right (without prejudice to any other rights in respect of breaches of these Terms by the Owner) to immediately terminate the mooring agreement in the event of any Owner 10.2.1. failing to make any payment due to LBH pursuant to these Terms; 10.2.2. breaching these terms and, where the breach is capable of remedy the Owner fails to remedy the breach within 14 days of LBH serving notice on the Owner specifying the breach. 10.2.3. acting in manner LBH considers, in its absolute discretion, to be anti-social (including loud and excessive use of foul language). 10.2.4. causing an irreconcilable disagreement between another berth holder. 10.2.5. bringing LBH into disrepute as determined by LBH in its absolute discretion. Upon such termination, LBH may serve notice on the Owner requiring them to remove their Vessel within 14 days after receipt of notice. LBH may, in its absolute discretion, view any entitlement by an Owner to a refund of any unexpired proportion of the payment pro-rated as forfeit. On failure to remove the Vessel at the expiration of the said 14 days LBH shall have the right to remove the Vessel from the Marina and to charge

the Owner with the cost of doing so. Similar provisions shall apply in respect of vehicles and trailers. 10.3- The Owner shall give not less than three months prior written notice (or three months fees in lieu of notice) before withdrawal of a Vessel from the moorings at the Marina for whatever reason. 10.4. In the event of termination of the hiring of the berth, in accordance with Clause 9.1 above, LBH does not offer any refund for any reason 10.5. On the day of departure the Owner should immediately return any Items that belong to LBH.

11. **GUARANTEES** 11.1. Advice on whether a customer is "a consumer" or otherwise protected by some or all of the consumer protection legislation in force in the United Kingdom may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of Solicitors (who may charge). Online guidance may be obtained at the Government's Consumer Gateway website at <http://www.consumer.gov.uk/> 11.2. Where an Owner is also a consumer he has certain minimum statutory rights regarding the return of defective goods and claims for losses. These rights are not affected by these Terms. 11.3. In addition to the statutory and other rights provided by English law LBH guarantee our work for a period of 12 months from completion against all defects which are due to poor workmanship or defective materials supplied by us. LBH shall be liable under this guarantee only for defects appearing during this 12-month period which must be promptly notified to LBH in writing at our trading address. The geographical area within which this guarantee will be honoured is restricted to the United Kingdom. 11.4. On notification by the Owner of such defects, LBH will investigate the cause and if, in our reasonable opinion, the defects are LBH's responsibility under the terms of this guarantee LBH will promptly remedy them or, at its option, employ other specialist contractors to do so. Any remedial work which is put in hand by the Owner other than through LBH in accordance with these Terms may invalidate this guarantee in respect of such defects if LBH are not advised beforehand and given the opportunity to inspect and agree such work and its cost. 11.5. Where LBH supplies goods or services to a partnership or company or to a customer who is acting in the course of a business or a commercial operation (a "Business Customer") then: 11.5.1. No article supplied by LBH to a Business Customer shall carry any express or implied term as to its quality or its fitness for any particular purpose unless prior to the supply the Business Customer has sufficiently explained the purpose for which it is required and made it clear that he is relying on our skill and judgement. 11.5.2. No proprietary article specified by name, size or type by a Business Customer shall carry any such express or implied term but LBH will assign to the Business Customer any rights it may have against the manufacturer or importer of that article. 11.5.3. LBH accept no liability to indemnify a Business Customer against any loss of profit or turnover which he or his customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied by them. 11.6. The time for completion of work is given in good faith but is not guaranteed. LBH shall not be responsible for any delay in completion of the work or for the consequences of any such delay unless it arises from LBH wilful acts or omissions or from its negligence.

**12. ACCESS TO PREMISES/WORK ON THE VESSEL** 12.1. Subject to the terms of clause 12.2 no work shall be done on the Vessel while at the Marina without LBH's prior written consent (which may be withheld at its sole discretion) other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family not causing nuisance, or annoyance to any other owner or person residing or visiting in the vicinity, nor interfering with LBH's schedule of work, nor involving access to prohibited areas. 12.2. Prior written consent will not be unreasonably withheld by LBH where: 12.2.1. The work is of a type for which LBH or those who normally carry out work on its behalf would normally employ a specialist subcontractor; or 12.2-2- LBH are satisfied that the work is remedial and not servicing and the work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates; or 12.2.3. LBH has set aside an area of the Marina 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 to be carried out in a manner which is prohibited by LBH

12.4. The Owner shall give prior written notice to LBH when the Owners invitees shall be undertaking work on any Vessels. The Owner shall procure that all such invitees shall report to LBH to confirm when on site at the Marina. 12.5. LBH reserves the right to charge a yard commission on all works carried out on any Vessel whilst currently holding a berth either with or without a completed mooring agreement for work carried out on site or at another location in the Marina. In the absence of confirmation of the gross sale figure the commission will be assessed on a likely cost of completion. 12.6. LBH will complete all work to Vessels to the agreed specification and, in the absence of any other contractual term as to quality, to a satisfactory quality. 12.7. All works of a mechanical or electrical nature shall only be carried out on the premises by LBH's appointed agent or subcontractor. 12.8 All Agents or

Subcontractors Working for or on behalf of the Owner must produce to LBH Prior to any visits or work being carried out onsite full business Liability Insurance

**13. RIGHT OF SALE** 13.1. Without prejudice to the right of sale within Clause 9, where LBH accept Vessels or other goods for repair, refit, maintenance or storage it does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on LBH in circumstances where the Owner fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until LBH have given notice to the Owner in accordance with the Act. For the purpose of the Act it is recorded that: 13.1.1. Goods for repair or other treatment are accepted by LBH on the basis that the Owner is the lawful owner of the Vessel or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out; 13.1.2. LBH's obligation as custodian of goods accepted for storage ends on its notice to the Owner of termination of that obligation; 13.1.3. The place for delivery and collection of goods shall be at LBH's premises unless agreed otherwise. Advice regarding the Act and its effect may be obtained from any of the sources referred to in clause 13.1 above. 13.2. Maritime Law entitles LBH in certain other circumstances to bring action against a Vessel to recover a debt or damages. Such action may involve the arrest of the Vessel through the courts and its eventual sale by the court. This right of arrest and sale may continue to exist against a Vessel following a change of ownership. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other property.

**14. NO ASSIGNMENT** 14.1. A mooring agreement, mooring fees, cables or electric top up cards may not be transferred from one Owner to another and will result in the loss of deposits paid and may incur additional costs if the value of such items is not met by any deposits held.

**15. THIRD PARTY RIGHTS** 15.1. The parties do not intend that any term of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that it not a party to it.

**16. SUB-CONTRACTING** 16.1. LBH may sub-contract all or part of the work entrusted to it by the customer, on terms that any such sub-contractor shall have the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, contained in these Terms.

**17. NOTICES** 17.1. Any notice or other communication to an Owner shall be sufficiently served if personally given to him or if sent by first class post or recorded delivery to the Owner's last known address (as notified in accordance with Clause 2.2). Notices to LBH should be sent by first class post to its principal correspondence address or trading address. Notice shall be deemed to have been received if delivered personally, when left at the address; or if sent by pre-paid first-class post or recorded delivery, 48 hours after being sent.

**18. AMENDMENTS** 18.1. LBH reserve the right to amend, alter or update these Terms as it sees fit or on receipt of additional professional advice. LBH will make every effort to notify all Owners in writing or by email of any changes made,

**19. WAIVER** 19.1. No failure or delay by LBH to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

**20. LAW AND JURISDICTION** 20.1. Any contract or series of contracts made subject to these Terms shall be subject to and governed by English law and any dispute arising under or in connection with them shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.