

OCEAN QUAY MARINA LIMITED

Ocean Quay Belvidere Road Southampton SO14 5QY
Tel: 023 8023 5099

2018 BERTHING CONTRACT

For the period 1st April 2018 to 31st March 2019

VESSEL OWNER

Name			
Address			
Car registration		Email:	
Tel:		Mobile:	
Commercial Activity:		VAT No:	

VESSEL

Name			Make		
Length overall (incl. Bright work)		Beam		Draft	
Insurance Co.			Policy number		

BERTH

Preferred berth number				
Date of arrival		Date of departure		
Select payment method	Monthly by Standing order	Annual up front payment		
Electricity required	Yes / No			

**I have read and I accept the "Standard Terms and Conditions" as stated overleaf
clauses 1 to 17**

Owners signature.....

Date:

OCEAN QUAY MARINA LIMITED

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1. Any person visiting Ocean Quay Marina, occupying a berth, parking or moving vessels / vehicles or using any facilities at Ocean Quay Marina ("Users") do so at their own risk. Neither Ocean Quay Marina Ltd (the "Company") nor the employees or agents shall be liable for any personal injury to the Users, or any loss or damage to any vessel, vehicle or other property of any User arising from any cause whatsoever, otherwise than where the Company is negligent.

2. No vessel may be brought into the marina unless it and its use are adequately insured against third party claims and salvage. The Company will require evidence of such insurance to be produced, and if, in the opinion of the Company, such insurance is inadequate having regard to the type and size of the vessel and the risks involved, the Company may require the vessel to be removed from the marina.

3. Users shall take all necessary precautions against the outbreak of fire on any vessel or vehicle. No vessel may be brought on to the moorings or into the yard unless it is equipped with adequate and properly maintained fire fighting equipment.

4. Users shall moor vessels and park vehicles in such positions and in such manner as shall from time to time be directed by the Company. The Company may in cases of emergency, move any vessel or vehicle, board or enter the vessel, or break into a vehicle if necessary for such purposes, without being liable for any damage to the vessel or vehicle otherwise than caused by the Company's negligence, and the Owner of the vessel ("Owner") shall not be liable for any damage to third parties' vessels, vehicles or other property thereby occasioned.

5. The vessel must be kept in a mobile seaworthy condition, except when under refit. The vessel must be capable of leaving the marina.

6. The Company may carry out any work on any vessel where, in the Company's opinion it shall be necessary so to do for the safety of the vessel, and the Owner shall pay the Company's reasonable charges for such work.

7. Dinghies, rafts and tenders must be stowed aboard the parent vessel when not in use. No ancillary equipment, stores, or other articles may be left on the pontoons or car park except as expressly agreed by separate agreement in the case of dinghies or yacht tenders.

8. Users shall not undertake repairs to or maintenance of any vessel or vehicle (other than minor running repairs) anywhere on the Company's premises or berths otherwise than with the Company's prior consent.

9. Users shall observe the byelaws and all statutory rules and regulations affecting the moorings, the yard and the Itchin River

10. The Owner shall indemnify and keep the Company indemnified from and against all actions, proceedings, claims, demands, costs, expenses, losses and

liabilities occasioned by or arising from any damage or injury suffered by any person whomsoever, or any property whatsoever by or in the course of the exercise of the right under this agreement so far as they may be caused by any act or default or omission of the Owner or his crew, passengers or otherwise guests.

11. The Owner shall give the Company notification of any change in Ownership or the immediate right to possession of the Boat and such notice shall include the name and address of the new owner or person having immediate right to possession of the Boat.

12. The Owner warrants that he is the Owner of the boat or has the immediate right to possess the boat. The Owner shall not instruct any yacht broker to sell the boat without first informing the Company in writing

13. The Owner shall inform the Company whenever he intends to leave his berth unoccupied for a period of more than 48 hours during which time the Company have the right to occupy the berth.

14. Ocean Quay Marina is within a designated Smoke Control Area; in order to comply with the Clean Air Act (1993) only DEFRA approved smokeless fuels may be burned at Ocean Quay Marina.

15. Annual berthing fees are only available to Owners should they reserve a berth for a period of 12 months and pay annually in advance or pay monthly in advance by standing order. If, for whatever reason, the contract is terminated prematurely fees will be backdated at the monthly rate to 31st March. Three months notice is required for early termination without exception. Annual berthing contracts must be signed and returned with full payment (or evidence of a standing order mandate for monthly payment) before the contract begins, otherwise fees will be payable at the monthly rate. If any berthing fees are outstanding on April 1st the berth holder will not be entitled to renew their berthing agreement for the following year. Failure to pay all monthly installments by standing order will result in berthing fees reverting to the monthly rate.

16. This agreement shall commence on the arrival of the vessel and shall continue thereafter until terminated as follows :

- (i) by the Company giving the Owner at least one month's written notice of termination
- (ii) by the Company forthwith should the Owner commit a substantial breach of any of the terms of this agreement
- (iii) automatically on the 31st March each year.

17. If on the termination of this agreement for whatever cause, the Owner fails to pay all monies due to the Company under this agreement, the Company may without prejudice to its other rights, take and retain possession of the boat and of all goods and chattels thereon until the Owner has paid all such monies. The Company may exercise its rights under the Torts (Interference with Goods) Act 1977 including selling your vessel to recover unpaid berthing fees or other charges.