

BARTON TURNS MARINA LIMITED

GENERAL CONDITIONS OF BERTHING AND MOORING

1) In these Conditions the Company shall mean Barton Turns Marina Ltd. The expression 'Owner' shall include a Charterer, Master, or Agent or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle.

2) Berths (including those occupied by vessels on the Company's marina or premises or facilities for servicing, overhauling or repair) shall be licensed for the periods from time to time published by the Company at its marina or premises and charges therefore will be calculated by reference to the Company's published list of charges ruling at the commencement of the licence.

3) Mooring fees are payable strictly in advance. Payment shall be made in full by the Owner on receipt of an invoice from the Company. If fees remain outstanding 21 days from the invoice date your berth may be re-let.

4) No warranty or representation is expressed or implied by the Company of the suitability of the berth for the vessel or of any berth, structure, gear or other facility provided under the terms of this Licence Agreement by the Company.

5) A refundable deposit will be required for any security key/card issued. The key/card must not be transferred or loaned to any other person, and security access codes must not be disclosed. Subject to the above the security deposit will be refunded upon the return of the key/card

6) All vessels and vehicles in or on the Company's marina or premises may be moved by the Company to any other part of the same marina or premises without notice.

7)

a) The Company shall not be liable (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, loss (whether direct, indirect or consequential in nature),

theft, or any other damage of whatsoever nature caused:
i) to any Vessel or vehicle or other property of the Owner or others claiming through the Owner whilst at the Marina or Premises, and/or to any gear, equipment

or other goods left with it for repair or storage, and harm to persons entering the Premises or the Marina and/or using any facilities or equipment;

ii) by any event or circumstance beyond the Company's reasonable control (such as extreme weather conditions, the actions of third parties not employed by us or any defect in any part of the Owner's or any third party's Vessel);

b) Nothing in the Agreement shall be deemed to exclude or limit our liability for death or personal injury caused by our negligence.

c) The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the Owner's vessel or vehicle or by the Owner, his servants, agents, crew, guests or sub-contractors except to the extent that such except to the extent that such loss, theft, or damage may be caused by the negligence or wilful act of the Company or those for whom the Company is responsible.

d) The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £500,000 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 to the Company:
i) upon the signing of this Licence
ii) upon every renewal of such policy or policies and
iii) on demand.

8) No part of the Company's marina or premises or of any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes without the Company's prior consent.

9) No vessels are to be offered for sale whilst on the moorings without the consent of the Company. Owners wishing to sell must notify the Company at least 30 days in advance and must use the Company's appointed brokerage Agents for the sale.

10) The vessel must have its name on both sides and must display any appropriate licence number and certificate in a prominent position so that they can be seen by the Company's staff.

11) The Owner must keep his vessel in good condition, well-maintained and protected at all times. If in the opinion of the Company it has deteriorated so as to be

unfit to remain in the marina, then the Company reserves the right to terminate the licence subject to clause 15.

12)

a) Subject to paragraph (b) of this Condition no work shall be done to the Vessel whilst at the Company's marina, premises or moorings (unless with the prior written consent of the Company 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 any nuisance or annoyance to any other users of the Company's marina, premises or moorings or to any other person residing in the vicinity.

b) Prior written consent for work to be carried out on the Company's marina, premises or moorings shall not without good cause be withheld in the following circumstances:

i) Where the work to be carried out is work for which the 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 of her equipment to which the warranty relates.

iii) Where the Company has set aside an area of the Company's marina premises or moorings where the Owner may carry out work on his Vessel, and the work is restricted to that area and is not carried out in a manner prohibited under Regulations for the time being made by the Company with regard thereto.

13) A metered electricity supply is available on the following conditions:

i) Each boat owner will be issued on request with a reusable smart card.

ii) Using the card, boaters can purchase the amount of electricity required in advance from the marina office during normal working hours.

There will be a £5.00 charge for lost cards:

iii) When the card is inserted into the meter on the bollard, the amount of electricity will be credited for use by the boat owner.

iv) The company will use its best endeavours to ensure a continuous supply.

v) Any boat owner using another boat owner's credit without their consent will be asked to leave the marina and will forfeit any mooring fees paid in advance.

14) The Company has the right to exercise a general lien upon any vessel and/or other property of the vessel's Owner whilst in or on the Company's marina or premises until such time as any money due to the Company in respect of the vessel and/or other such

property whether on account of rental, storage, commission, access or berthing charges, work done or otherwise shall be paid.

15)

a)

i) The Company shall have the 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 any breach by the Owner of these conditions or of 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 any such payment the Company may serve notice on the Owner specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount due within 14 days. If the Owner fails to remedy such 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 the Owner shall pay any amounts due together with any charges and remove the vessel and any other property of his from the Company's marina and premises.

ii) In the event of such termination as aforesaid the Company shall refund to the Owner the unexpired portion of the licence fee being the total fee paid less any charges at the appropriate rate for the expired portion.

b)

(i) When no date of termination has been agreed in writing between the parties, the Owner may terminate the licence by giving the Company 30 days notice of such termination, at the expiration of which the Owner shall remove the vessel from the Company's marina and premises.

(ii) In this circumstance the Owner shall not be entitled to a refund of any monies paid under the terms of this licence.

c) The Company shall have the right (without prejudice to any other rights and remedies) to terminate this Agreement immediately in the following circumstances:

i) in the reasonable opinion of the Company, you or the crew act in an inappropriate, violent or abusive way towards the Company or its staff or other users of the Marina or Premises whilst on the Marina or Premises;

ii) in the reasonable opinion of the Company, you or your crew cause unacceptable nuisance or annoyance to

the Company, to any other users of the Marina or Premises or any person residing in the vicinity.

d) If the Owner fails to remove the vessel on termination of the licence (whether under this Condition or otherwise), the Company shall be entitled:

- i) to charge the Owner with the rental which would have been payable by the Owner to the Company if the licence had not been terminated for the period between termination of the licence and removal of the vessel from its marina and premises and/or
- ii) at the Owner's risk (save in respect of loss or damage caused by the Company's negligence during such removal) to remove the vessel from its marina and premises and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees.

16) Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed the necessary warps and fenders shall be provided by the Owner.

17) Nothing in the licence shall entitle an Owner to the exclusive use of a particular berth.

18) In all cases where a contract to hire or licence to occupy any moorings, berth, storage space, property or facilities 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 service to the last known address in the United Kingdom of the Owner or to the principal place of business of the Company.

19)
a) The Owner hereby acknowledges that the berth which is the subject of this Agreement at Barton Marina (the Development) forms part of a larger integrated leisure and retail development, and hereby acknowledges the right of the Company and Barton Turns Developments Limited to deal with the Development in any way as the Company and/or Barton Turns Developments Limited in its/their absolute discretion think fit.

The Owner hereby freely undertakes and agrees with the Company as follows:-

- i) Not to object to any Planning or Licensing Application in respect of the Development or any part thereof whether made by the Company or any other person
- ii) Not to object to or complain to any person or authority about any of the other retail and leisure uses at the Development nor their activities nor any intensification or variation of such uses or activities.

b) Any breach by the Owner of the terms of this clause shall be treated as a breach of this Agreement, which is not capable of remedy for the purposes of Clause 14 of this Agreement.

20) Any vessels or other goods left at the Company's marina or premises are subject to the provisions 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 responsible steps to trace him 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 a bailee are left at the Company's marina or premises.

Any obligation of the Company towards vessels or goods left at its marina or premises ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods left at its marina or premises 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.

21) If in the Company's opinion such be necessary for the safety of the vessel or for the safety of other users of the marina or premises or for their vessels or for the safety of the Company's marina, premises, plant or equipment, the Company shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the 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 the Company is responsible, the Company's reasonable charges therefore shall be paid by the Owner.

22) Unless he has the Company's prior consent, the Owner shall not lend or transfer the berth (this licence being personal to the Owner relating to a particular vessel and non-assignable) nor shall he use the berth for any other vessel.

23)

i) The Owner shall notify the Company prior to his departure on a temporary basis from the Marina, together with the anticipated date of return. Provided that mooring fees for this period have been paid in full, the Company will ensure that the berth will be available to the Owner on his return.

ii) The Company shall have the absolute right to allocate another vessel to temporarily occupy the Owner's berth when it is not occupied by the Owner's vessel.

24) All persons using any part of the Company's marina premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the Company's marina, 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.

25) No vessel, when entering or leaving or manoeuvring in the marina, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the marina. Vessels are at all times subject to the speed restriction and byelaws of the Navigation.

26) No fishing is allowed in any part whatsoever of the marina without a permit issued by the Company.

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

28) Within the confines of the marina the Owner shall keep all dogs on a lead and under control at all times, and no fouling of jetties, car parks and other parts of the marina shall be permitted. The Owner shall be responsible for clearing up any such fouling.

29) No refuse shall be thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's marina and premises.

30) Owners and their crew are required to park their motor vehicles in such position and in such manner as shall from time to time be directed by the Company.

31) All decks and cabin tops are to be kept clear of surplus gear and equipment not necessary for the navigation of the vessel. On the mooring no washing shall be displayed, no logs or solid fuel shall be stored on deck or ashore and all solid fuel consumed shall be of the smokeless type. T.V. aerials must be as inconspicuous as possible.

32) No items of boats, trailers, gear, fittings or equipment, supplies, stores or the like shall be left upon the pontoons, jetties or car parks without written notice issued by the company.

33) The Owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the offices of the Company. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the vessel for immediate use in case of fire. Owners shall not refuel vessels in the marina otherwise than in the appointed refuelling place.

34) The Owner shall not himself nor shall he encourage or permit any other person to live permanently aboard the vessel without a Live-Aboard Licence issued by the Company.

35) No guarantee is given or responsibility accepted by the Company for the suitability of any berth, depth of water or facilities provided at the Marina or on the Premises. Owners shall immediately advise the Company should any defect become apparent in the Marina or Premises infrastructure including breakwater, mooring chains, ropes, buoys, pontoon berthing or water/electrical/safety appliances.

36) The Owner shall abide by all relevant health and safety regulations, codes of practice and any health and safety guidance issued by the company whilst using the Marina.

37) No anti-social behaviour or abuse, verbal or physical, shall be tolerated towards customers or staff at the Marina or the Development. Immediate termination of this Contract will occur and criminal prosecution may be instigated.

38)

a) In this clause "Data Protection Legislation" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

b) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 38 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

c) The Owner acknowledges that by entering into this Agreement it is providing the Company with consent to use the Owner's data and to send to the Owner any information regarding the Marina and its operation

which, in the Company's opinion, may be of interest to the Owner during the term of this Agreement and in the future following the termination or expiry of this Agreement.

d) The Owner may at any time withdraw the consent provided in accordance with clause 38 b) by providing written notice to the Company withdrawing such consent and requesting that any data held in relation to the Owner is deleted or returned (which the Company shall do unless it is required by law to store such data).

39 In order to help Owners mail and other small items (together referred to as "the Owner's mail") may at the risk and request of the Owner be delivered to the Marina Office on the following terms:

- a) The Owner's mail shall at all times belong to the Owner
- b) The Owner's mail may only be collected by the Owner to whom it is addressed and
- c) The Company accepts no liability whatsoever for the contents of the Owner's mail nor for any loss or damage to the Owner's mail.

40 The Company reserves the right to introduce regulations which relate solely to the administration of the Company's marina and premises and which are not inconsistent with these Conditions, and to amend such regulations from time to time. Such regulations and any

amendments to them shall become effective on being displayed on the Company's public notice board or other prominent place at the Company's premises, and the Company shall have the same rights against the Owner as for a breach of the regulations of these Conditions.

41

a) The Company shall have the right by notice in writing to the Owner forthwith to terminate this licence if at any time the Company's marina or premises shall be so damaged impeded or interfered with by force majeure (as hereinafter defined) as to render it likely that the Company will be unable to continue to provide a berth or mooring in accordance with the licence entered into between the Company and the Owner.

b) In this clause force majeure means any event or circumstance (whether arising from natural causes human agency or otherwise) beyond the control of the Company including weather conditions, riots, civil commotion, aircraft, fire, breakdown or war.

c) In the event of such termination as aforesaid the Company shall refund to the Owner the unexpired portion of the licence fee being the total fee paid less any charges at the appropriate rate for the expired portion.

42) For the benefit of the Company's security, the marina and premises are monitored by CCTV and recorded on a 24 hour basis