

Mooring Terms & Conditions

DEFINITIONS

EDDC means East Dunbartonshire Development Company Limited.

Mooring Coordinator means any employee or agent acting on behalf of EDDC.

BW means British Waterways.

Boat means the boat or vessel named in the mooring permit or one that is substituted for it with the prior written consent of EDDC (which will be subject to the suitability of the mooring and payment of an additional mooring fee where applicable).

Length, LOA means the length overall of the boat, including fenders, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extension fore and/or aft of the boat.

Tender means one un-powered boat or a boat powered by a small outboard engine that is less than 3 metres LOA which is carried on or towed by the boat and used only for going to and from the boat.

Owner, you mean the person(s) or entity named as the owner in the mooring permit and includes an employee of the owner or a person in charge of the boat with the owner's permission.

Mooring means the water space at Southbank Marina temporarily allocated to you from time to time by EDDC for the mooring of a boat during the period of the mooring permit.

Mooring Site includes the mooring and land and water adjacent to the mooring that is in the ownership or control of EDDC.

Rules has the meaning given in General Condition 8 on the next page.

Mooring Fees

The fee payable for the period from 01 April 2009 to 31 March 2010 is £72 per linear metre. Short term periods are charged at the rate of one tenth of the annual fee for each month or part month.

Booking a Mooring

All our moorings are locally managed so you should contact the marina coordinator for details of availability and booking.

GENERAL CONDITIONS

- 1 Possession of a valid mooring permit allows you to moor the approved boat at the mooring site for the duration of the mooring permit. It does not give you the right to a particular mooring or berth. Your boat may be used for any acceptable

temporary means, excluding any commercial use, but for the avoidance of doubt, there is no residential use permitted other than for overnight stays linked to leisure by the owner or any other persons. Where a berth or particular mooring is specified, you nevertheless agree we may ask you to move the boat or give us authority to move it a reasonable distance to ensure best use of the water space available at the mooring site.

- 2 To obtain a valid mooring permit you must pay the fee due. If you use the mooring or display the mooring permit before having paid the fee you nevertheless agree to comply with the mooring terms & conditions.
- 3 The mooring permit is personal to you and you may not assign it to any person. You may allow another person to use the mooring for short periods but only with our permission which shall not be unreasonably withheld.
- 4 You must notify EDDC in writing of the details of any change of names of the boat or change of address or telephone number of the owner
- 5 On expiry of the permit you must let us have the mooring back in a clean and tidy condition.
- 6 You may keep a tender on the water at the mooring. The tender must be marked "tender to (name and index number of the boat).
- 7 The boat must comply with the Boat Safety Scheme requirements and have a Boat Safety Certificate for the duration of this agreement. Current mooring and licence permits must be displayed where they can be easily seen from either side of the boat at all times.
- 8 You must have in force an insurance policy for the boat which covers third party liabilities to the value of at least one million pounds.
- 9 The issue of a valid mooring permit is conditional on a signed acceptance by the owner of these terms and conditions.
- 10 You must comply with the conditions of any planning permission for the mooring site and comply with relevant laws, byelaws, site rules and special conditions, including any concerning your private use of land at the mooring site.
- 11 We may go onto the mooring at all reasonable times to inspect it for defects. We also may go onto the mooring to do works and repairs. We will give you at least 14 days, and where practicable 28 days notice in writing of our intention to do the works and tell you what works we plan to do. If there is any emergency we may do the works without giving you notice. In that case, we will tell you as soon as practical what the emergency was and what works we have done.
- 12 We can move your boat if we need to do any work on or near the mooring. We will give you at least 14 days, and where practicable 28 days notice in writing unless there is an emergency or the movement is of a minor nature. If we do need to move your boat we will provide you with an alternative mooring. When we move your boat to do work we will put it back on to the mooring as soon as

possible after the work is finished. If you reasonably incur any costs or expenses because we have moved your boat to do works we will refund them.

- 13 We will give you at least 14 days, and where practicable 28 days notice in writing of our intention to carry out any building or development work in, around or adjacent to the mooring or mooring site.
- 14 You are responsible for paying for all services used by you at the mooring site.
- 15 You must not keep, hang or place anything on any parts of the mooring site unless we have previously agreed to it. You must not display on your boat or the mooring site any sign or notice of a commercial nature without our permission.
- 16 You must not damage, alter add to or deface the mooring or mooring site in any way. We may make a charge to cover the cost of making good.
- 17 You must not keep animals at the mooring. Domestic pets may visit provided that they are kept under control and do not cause nuisance to other moorers or users of the marina. Dogs must be kept under control at all times and on a lead during exercise, particularly on the communal areas. No dog fouling is permitted within the marina area.
- 18 You or your visitors must not obstruct any emergency access roads, service roads or service areas at the mooring site. You must ensure that you and your visitors park their motor vehicles considerately. Any vehicles using the mooring site must be roadworthy, taxed and insured.
- 19 You must keep the outside of the boat in reasonable repair and the area around the boat clean and tidy.

HEALTH SAFETY & THE ENVIRONMENT

- 20 You should let us know if you notice any defects in the mooring.
- 21 Any works undertaken on your boat whilst at the mooring site must be carried out in a safe manner and with due regard to protecting the environment and your obligations under Condition 23 below.
- 22 Any accidents or other incidents involving injury or damage to property at the mooring site must be reported to the mooring coordinator. You must report any damage for which you are responsible under Condition 23 below.
- 23 You must not do (or carelessly fail to do) anything at the mooring site which will cause damage or nuisance to any other person or their property. You accept responsibility for any such damage or nuisance caused by you, other occupants of the boat or your visitors. You will not be held responsible for events that are outside your control.
- 24 You must dispose of your rubbish so that it does not become a nuisance or a risk to the health or safety of any person, animal or the property.

- 25** You must make sure your boat is moored safely and that it is properly attached to the bollards, mooring rings, mooring pins or stakes. We may go onto your boat and move it at our discretion for reasons of safety or the protection of the environment.
- 26** You must not light fires including barbecues on the mooring or mooring site.

OUR RESPONSIBILITIES

- 27** We will exercise reasonable care in carrying out our functions under this permit agreement (including when boarding or moving your boat or its tender) and will make good damage caused by our negligence.
- 28** We will keep the services and facilities that we provide clean and repaired. We will replace any equipment that has become unusable and is beyond economic repair. We will not be liable if the services and facilities fail temporarily and we replace or repair them within a reasonable time.
- 29** We shall not be liable for any other loss or damage caused by any events or circumstances beyond our reasonable control (such as extreme weather conditions, unforeseeable failure of historic structures or the actions of third parties not employed by us). This includes loss or damage to boats, gear, equipment or other goods left with us for repair or storage. You may wish to take out your own insurance to cover such risks.
- 30** We will comply with the price control regulations for landlords set out by the water and electricity regulatory bodies.

TERMINATION

- 31** This Agreement terminates at the end of the period specified.
- 32** You may terminate this agreement before then by giving one month's written notice of termination to the mooring coordinator.
- 33** If you terminate this agreement by giving notice, we will make a part refund of your mooring fees where the boat leaves the mooring site on or before the notice period expires and you return the mooring permits to us when your boat leaves the mooring site. Any refund will be the difference between the short term fee for the mooring for the period up to expiry of your notice and the annual fee paid. The short term fee is a monthly charge of one tenth of the annual fee.
- 34** We may terminate this agreement before the end of the period specified:
- a) If you fail to pay any money owing to us under this agreement and / or:
 - b) If you breach any of the terms of this agreement and either the breach cannot, in our opinion, be put right or you fail to put things right having been asked by us to do so.

- 35** Any notice of termination under this agreement shall be served personally on the owner or sent by registered post or recorded delivery service to the owners last known address or in the case of a commercial owner, the principal place of business or registered office.
- 36** Before we terminate this agreement under Condition 32 above, we will write to you and explain how we think you have broken the terms of this agreement and:
- a) Where we think you can put things right we will tell you how we think you can do so and how long you have to comply. This time will depend upon the circumstances but will be reasonable and will be at least 14 days where work is required to be done to the boat. We may extend the time if you write to the mooring coordinator and explain why you need the extra time. If you do not put things right within the time we have given you, this mooring agreement will end and you must remove the boat from the mooring immediately.
 - b) Where we are of the opinion that you cannot put things right, we will explain why and you must remove the boat from the mooring site within 14 days and this agreement will terminate at the end of that 14 days whether or not the boat has been removed.
- 37** If you fail to remove the boat from the mooring site on termination of this agreement we shall be entitled to:
- a) Continue to charge you the mooring fee which would have been payable by you if the agreement had not been terminated, or:
 - b) Remove the boat from the mooring site at your risk (except for loss or damage caused by our negligence during such removal) and keep it elsewhere and charge you with all costs arising out of such removal including alternative mooring fees.

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