

DERWENT WATER MARINA

Portinscale Keswick Cumbria CA12 5RF
Tel: 017687 72912 Email info@derwentwatermarina.co.uk

SUMMER BERTHING CONDITIONS

1. All craft and equipment are stored, launched or moored at the owners risk and must be insured against theft and third party risks. We shall take reasonable and proportionate steps having regard to the nature and scale of our business to maintain security at our premises, and to maintain our facilities and equipment in reasonably good working order; but in the absence of any negligence or other breach of duty by us vessels and other property are left with us at the customers own risk and customers should ensure that their own personal and property **insurance** covers such risks.
2. Derwent Water Marina will not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as severe weather conditions, the actions of third parties not employed by us or any defect in a customers or third party's property); this extends to loss or damage to vessels, gear, equipment or other property left with us for work or storage, and harm to persons entering our premises or using any of or facilities or equipment.
3. We shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of any defect in the vessel or property concerned unless we have been expressly engaged to do so by the customer on commercial terms. Similarly we shall not be under any duty to salvage or preserve a customer's or other property from the consequences of an accident which has not been caused by our negligence or some other breach of duty on our part. However we 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 we do so we shall be entitled to charge the customer concerned on a normal commercial basis.
4. Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels and while their vessels or other property is on our premises or is being worked on by us they shall be obliged to maintain adequate **insurance**, including third party liability cover for not less than £2,000,000. Customers shall be obliged to produce evidence of such insurance to us within 7 days of a request to do so.
5. Berths are let under licence for seven months each year.
6. Berths may not be transferred without the consent of Derwent Water Marina Ltd.
7. Use of Derwent Water Marina Site for commercial purposes is not allowed except by separate agreement.
8. Berth users must be present at the launch and recovery of their boat, or a minimum charge of £50 will be applied.
9. The fees include one launch/ recovery each year assuming that the boat has its own trailer. This must be in a roadworthy condition to facilitate storage of trailers away from the Marina. Boats without trailers will need to be launched & lifted out of the water by arrangement with the office. This will incur additional charge to the boat owner.
10. **All** boats sold on **site** are subject to brokerage commission of 8% plus VAT
11. If fees are not paid for 6 months then the vessel may be held against payment and may be sold to recover the fees, with the balance, if any, paid to the owner.
12. All contractors working at Derwent Water Marina must be approved by Derwent Water Marina Ltd.
13. Boats stored over winter must be properly secured to their trailer or cradle. Any unsafe boats will be secured at the owner's expense. This does not imply any guarantee of the boats security.
14. Boats must be moored in the recommended manner with warps of the proper size and length, bearing in mind the possible rise and fall of the lake level. The moorings will be inspected at regular intervals and warps lengthened or shortened depending on lake conditions. This does not imply any warranty.
15. Any dysfunctional Client equipment that hinders the safe and effective work of the Marina and its users will be removed and if feasible or appropriate repaired at the Client's expense.
16. Berth user's cars must be parked in the designated car parks, except when unloading.
17. Pets must be kept under control and their owners must clean up any fouling, this means that **dogs** must be kept on **a lead** at all times.
18. Berth Holders are entitled to one tender/dingy space or two canoe/kayak spaces at 25% of the full site-use charges. *(A separate form will need to be filled in for any boats kept on site.)*
19. Berth users should take care that neither they, their guests, children or pets cause a nuisance or spoil the quiet enjoyment of the lake or Marina by others.
20. By using the Marina's Wi-Fi network you are agreeing that you will not use the service for unlawful or illegal purposes.
21. Derwent Water Marina Ltd reserves the right to request a boat be removed from the Marina for infringement of any of the above conditions.

Payments and Dates

22. Summer season fees need to be paid by 31st March each year and are non-refundable.
23. Winter storage fees to be paid by 31st October each year.
24. A non-refundable deposit of £200 is to be paid by the 30th November to reserve the berth for the following year
25. We expect the boat to be out of the water, by the first weekend in November. If you do not arrange a pull-out date by then, **we reserve the right to take it out for you and charge you a fee, at a minimum of £50.**

Application for Berthing and Storage

I apply for berthing and storage for my boat at Derwent Water Marina

From _____ to _____

I confirm that I have read and accept the berthing conditions and that I have appropriate insurance in force. I further confirm that storage or mooring of my boat at Derwent Water Marina is at my risk. I accept that non-payment of fees may result in my boat being held and/or sold to recover the fees.

Signature:

Mr. / Mrs. / Ms		
Address		
		Postcode
Trailer Storage: Yes/No (please circle)	Size of trailer:	
Cost:		
Daytime Phone Number	Evening Phone Number	
Mobile Phone Number	Email address	
Boat name	Boat Type	LOA
Payment enclosed £	Date	
A VAT receipt can be issued on request		

Other Craft on Site: Yes/No	Type:	Colour:
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Derwent Water Marina Ltd will normally send out all information and any other communication by email. Please ensure that we always have an up to date email address.