

MARINA STORAGE LICENCE CONDITIONS

These conditions apply to all storage licencees at Derwent Water Marina. Throughout these conditions the term berth Licensee refers to any client with a vessel/boat that is or will be moored on the water for the summer season. The term all other licensees are either boats stored ashore on trailers or small craft stored ashore on the Marina racks.

By paying a fee to Derwent Water Marina (deposit or payment in full) you are agreeing to these conditions.

1. Marina Licence Conditions

1. **All lake bylaws must be observed [www.lakedistrict.gov.uk/visiting/things to do/water/lake byelaw enforcement/derwent water byelaws](http://www.lakedistrict.gov.uk/visiting/things%20to%20do/water/lake%20byelaw%20enforcement/derwent%20water%20byelaws)**
2. Please have consideration for all Marina users and ensure that the site is quiet between 9pm and 9am.
3. Please ensure children are closely supervised at all times.
4. Dogs must be kept on a lead and their owners must clean up after them.
5. All Licencees must display their unique DWM customer number sticker on all craft and trailers belonging to them.
6. Parking for one car is available whilst you are using your craft. All cars must be parked in the designated car park, except when unloading. Cars must display allocated parking windscreen cards while on site. Cars are parked at the owner's risk, DWM will not accept responsibility for any loss or damage.
7. If assistance is needed to move a boat, then such assistance is chargeable.
8. Any equipment belonging to a Licensee that hinders or affects the safe and effective work of the marina, customers or staff will be removed/moved.
9. Minimum age to enter into a storage agreement with the Marina is 18
10. **All boats sold on site are subject to a brokerage commission, details of which are available in the office.**
11. If you wish to use subcontractors to work on your boat this must be agreed in advance with the Marina.
12. All Licencees may use the end slipway for launching and recovery. The jetties surrounding this slipway may be used to launch and retrieve craft however no craft is to be left on the jetty unattended.
13. No Storage space may be transferred without the prior consent of Derwent Water Marina Ltd.
14. Licensees of boats stored ashore may access the site between 8am and 9pm or dusk if before 9pm, If you are going to be on-site out of these hours, you must inform us and get permission in advance.
15. Derwent Water Marina Ltd reserves the right to request a boat be removed from the Marina for infringement of any of the above conditions.

2. Security

1. If your trailer has a lock of any sort or boat is locked to the rack (both are recommended) a key or the key code must be given to the Marina
2. It is strongly recommended that all outboards and fuel tanks are locked to the boat or stored securely out of sight.

3. Boats Afloat / Winter Ashore

1. Berth Licencee fees include one launch and one recovery each year. This is assuming the boat has its own trailer which is in a road worthy condition and adequately/safely supports the desired boat.
2. Berth Licencee must be present at the launch and recovery of their boat, or a minimum charge of £50 will be applied. Unless pre-arranged with the Marina all boats are expected to be pulled out of the water by the end of October. If this is not adhered to Derwent Water Marina Ltd reserve the right to recover your boat for you without your presence. This will incur a minimum £50 charge.
3. Berth Licencees must ensure boats under their ownership are moored in the recommended manner with warps of the proper size and length considering possible/predicted lake level rise and fall. All moorings will be inspected at regular intervals and warps lengthened or shortened depending on lake level and conditions. This does not imply any warranty.
4. All Berth Licencees have use of dedicated shoreside facilities – see office for details.
5. Berth Licencees - You must not leave other boats eg canoes and tenders unattended on the water or on the deck of your boat. This is to prevent causing a nuisance to other Marina users and staff.

6. By using the Wi-Fi network provided by Derwent Water Marina Ltd you are agreeing that you will not use this network for any unlawful or illegal activities/purposes.
7. Boats stored over winter must be properly secured to their trailer & fenders fixed in line with guidance notes. The storage will be supervised. Any unsafe boats will be secured at the owner's expense. This does not imply any guarantee of the boat's security. Guidance for storing boats can be acquired from the office.
8. If access is required to any boat during winter storage the office must be informed by October 31st.
9. If your boat trailer is stored at the Marina while your boat is afloat an additional fee is payable. Trailers may be stacked. If you want your trailer retrieving before the beginning of October there will be an additional charge.

4. Dinghies and Motorboats Stored Ashore and Rack Storage

1. Please ensure your craft is tied to the trailer and the trailer secured to the ground chain.
2. Please ensure your craft is tied to the rack, we strongly recommend that it is also locked on.
3. Parking for one car is available whilst you are using your craft- between 8am and 9pm (or sunset if earlier). Cars must display allocated parking windscreen cards while on site.

5. Fees

1. All fees are non-refundable
2. The fees cover storage of your boat as agreed, all Licencees must declare all their craft on site and store in the allotted spaces.
3. The owner of any boat left on site after the commencement of either the summer season or winter storage season are deemed to have entered a contract with the Marina for that season. Unless prior arrangements have been made with Derwent Water Marina Ltd before the end of the previous season fees are due/applicable.
4. No subletting or commercial use of your boat is permitted. Use of Derwent Water Marina Site for commercial purposes is not allowed except by separate agreement.
5. Berths are let under licence for seven months each year. Berth fees are non-refundable.
6. Storage only includes the boat that has been paid for - if you wish to launch any additional craft this must be agreed in advance & an additional fee will be payable (please note this will not usually be possible during high season).
7. If fees of any kind by any are not paid for a period of more than 3 calendar months, then the vessel/boat may be held against payment and may be sold to recover fees outstanding. The remaining balance, if any will be paid, to the original owner.

6. Indemnity and Insurance

1. All craft and equipment are stored, launched or moored at the owner's risk and must be insured against third-party risks. See section 4 below.
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 customer's 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 our 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 vessel 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 within 7 days of a request to do so.

Payments & Dates

Summer Season: 1st April – 31st October

Winter Storage Season: 1st November – 31st March

Summer Season Fees Deadline*: 31st March

Winter Storage Fees Deadline: 31st October

*A non-refundable deposit of £200 is to be paid by the 31st October to reserve your berth for the following summer season.

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