

## MOORING AGREEMENT TERMS AND CONDITIONS

These Terms & Conditions (the “**Agreement**”) set out the legal relationship between **you** and Union Wharf Narrowboats Ltd. Union Wharf Narrowboats Ltd is responsible for managing moorings at Union Wharf, Market Harborough. This **Agreement** applies if **we** permit **you** to moor **your Boat** at any **Mooring Sites** owned or managed by Union Wharf Narrowboats Ltd.

### DEFINITIONS

‘**Agreement**’ means the terms and conditions in this mooring agreement;

‘**Boat**’ means the boat or vessel permitted by **us** to moor at Union Wharf under the terms of this Agreement. The **Boat** includes any Tender to the **Boat** approved in accordance with condition 6.8;

‘**Boat Licence**’ means a boat licence issued by the Canal & River Trust to permit use of the **Trust’s Waterways**;

‘**Boat Safety Certificate**’ means certification **you** have to obtain to show that the **Boat** complies with the boat safety scheme requirements referred to in the **Boat Licence**;

‘**Length Overall (LOA)**’ means the length overall of the **Boat**, including all fenders as reasonably required to be used when the **Boat** is moored or underway, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extensions fore and/or aft of the **Boat**;

‘**Mooring**’ means the water space at Union Wharf where **you** are temporarily allocated a berth by **us** for the mooring of the **Boat** during the **Mooring Period**;

‘**Mooring Fees**’ means the price for the **Mooring** applicable to the **Boat** as notified to **you** by **us**, which **we** may change from time to time;

‘**Mooring Period**’ means, the period during which **you** may moor the **Boat** at the **Mooring Site** (notified to **you** by **us**) which may renew in accordance with condition 13.1 and 13.6 of the **Agreement**;

‘**Mooring Period Start Date**’ means the date notified to **you** by **us** in accordance with condition 1.2 of the **Agreement**;

‘**Mooring Site**’ includes the **Mooring** and land and water used in connection with the **Mooring** (together with any pontoon or jetty) that is in **our** ownership or control; including buildings, boat yards, sheds, lofts, workshops, hard standing, roadways, car parks, docks, slipways, pontoons, jetties and boatyard or basin, includes all such water space and land associated with that marina, boatyard or basin;

‘**Overstay Charges**’ the charge you will be liable for in accordance with condition 1.4b(ii), 5.4, 5.6.5 and 14.4.5;

‘**Privacy Policy**’ means the Canal & River Trust privacy policy, located at [www.unionwharfharborough.co.uk](http://www.unionwharfharborough.co.uk), which applies to users of the **Union Wharf** website;

**'Site Rules'** means specific rules relating to the use and management of Union Wharf which **we** may issue from time to time;

**'Special Conditions'** has the meaning given to it in condition 6.3 below;

**'Tender'** means one small boat (no more than 3 metres LOA) which is carried on or towed by the **Boat** and used only for going to and from the **Boat** whilst in sight of the **Boat**;

**'The Trust's Waterways'** means any waterway(s) owned or managed by Canal & River Trust, and includes any navigable branches or arms, marinas, docks or basins and any land held or used by them in connection with the waterways;

**'You, Your, Yours'** mean the person or persons who are the owner or lawful keeper of the **Boat**. Where there is more than one owner of the **Boat** the obligations and liabilities under the **Mooring Agreement** shall be joint and several;

## GENERAL CONDITIONS

**1. COMMENCEMENT OF AGREEMENT** 1.1 Conditions 1, 2 and 3 of this **Agreement** come into effect on the **Effective Date** (being the date that **we** accept **your** offer for the **Mooring**.)

1.2 You are not permitted to move your **Boat** on to the **Mooring** (if you have a Boat) before the **Mooring Period Start Date**, agreed with us. **We** will notify **you** of the **Mooring Period Start Date** as soon as practicable after this agreement has been reached.

1.3 If for any reason **you** move **your Boat** on to Union Wharf without our permission, or if **we** permit **you** to do so in error, notwithstanding that the conditions in condition 3 have not been met, **you** must remove the **Boat** if we give **you** a written notice requiring **you** to remove the **Boat** from Union Wharf.

1.4 If **you** fail to remove the **Boat** within the period specified in the written notice given to **you** in accordance with condition 1.3 above, **we** shall be entitled to:

(a) the 14 day cancellation period specified in condition 2 below has expired without **your** cancellation of this **Agreement**; and

(b) the date that **we** confirm to **you** that the conditions specified in condition 3 below have been satisfied.

i) remove **your Boat** from Union Wharf to such place on **The Canal and River Trust's Waterways** as **we** deem appropriate, and **you** consent to **us** entering on to and/or taking control of the **Boat** for a temporary period to the extent necessary to carry out **our** rights under this condition 1.5;

ii) charge **you Overstay Charges** at the rate of a standard overnight mooring (contact the office for details.)

**You** will be liable to pay **Overstay Charges**, in accordance with this condition 1.4, up to and including the date upon which **your Boat** is removed from the **Mooring** by **you**, or by **us**.

## 2. RIGHTS TO CANCEL AND EFFECTS OF CANCELLATION

**2.1 You** have the right to cancel this **Agreement** without giving any reason at any time up to and including the date that is 14 days from the **Effective Date**. After the date that is 14 days from the **Effective Date**, **your** rights to cancel

this **Agreement** pursuant to this condition 2 shall expire and condition 14 will thereafter govern **your** and **our** rights to terminate this **Agreement** during any **Mooring Period**.

2.2 To exercise **your** right to cancel pursuant to this condition 2, **you** must inform **us** of **your** decision to cancel this **Agreement** by a clear statement (for example, by email, post or letter), using the details specified below. **You** may use the model cancellation form set out in Schedule 1, but it is not obligatory.

2.3 If **you** cancel this **Agreement** in accordance with this condition 2, **we** will reimburse **you** all payments **we** have received from **you**. **We** will reimburse **you** without undue delay and in any event not later than 14 days after the day on which **we** are informed about **your** decision to cancel this **Agreement**.

2.4 If **you** cancel this **Agreement** in accordance with this condition 2, **we** will record and hold **your** contact details for the purposes of monitoring in accordance with our Privacy Policy. **We** will not disclose **your** details to any third party.

### 3. CONDITIONS TO BE MET BEFORE THE MOORING PERIOD BEGINS

3.1 When **you** purchase the **Mooring** the terms and conditions of this **Agreement** (other than conditions 1, 2 and 3) shall not come into force unless and until the following conditions have been satisfied:

(a) (if **you** already own a **Boat**) **you** have a valid and up-to-date **Boat Licence** and **Boat Safety Certificate** and **your Boat** is capable of navigation on any of **The Canal and River Trust's Waterways** where it is intended to be used;

(b) you do not owe **us** any money, including but not limited to, in respect of any **Mooring Fees**, boat removal costs, damages or other associated costs;

(c) **we** have not, at any time in the last five (5) years, removed **your Boat** (or any other **Boat** owned or kept by **you**) from **The Trust's Waterways** or property under any statutory powers or in accordance with a court order, or in accordance with any **Boat Licence** or mooring agreement terms and conditions;

(d) **you** have passed an independent credit check if **we** consider it reasonable to carry out a credit check;

(e) (if you already own a **Boat**) **your Boat** fits the dimensions of the **Mooring Vacancy**;

(f) (if you already own a **Boat**), the **Boat** must be suitable for the **Mooring** as may be specified in the **Site Rules** for the **Mooring**, and, if required by **us** **you** must send **us** a current photograph of **your Boat** for **our** approval;

(h) **you** have responded to **our** requests for further information and have not provided false information and **you** have paid the First Payment; and

(i) (if you already own a **Boat**), **you** are the owner or lawful keeper of the **Boat**.

3.2 If **we** are not satisfied that **you** meet the conditions set out in this condition 3, **we** will give **you** notice of this and this **Agreement** shall immediately and automatically terminate.

### 4. THE AGREEMENT AND USE OF THE MOORING

4.1 This **Agreement** allows **you** to moor the **Boat** at Union Wharf for the **Mooring Period**. It does not give **you** an exclusive right to use a particular **Mooring**. To ensure the best use of the water space available at the **Mooring**, **you** must follow any instructions **we** give to **you** with regard to where and how **your Boat** may be berthed or moored.

4.2 If **you** intend to move the **Boat** to another berth, **you** must obtain **our** prior written consent to do so. If in the case of an emergency **you** move the **Boat** to another berth without first obtaining **our** consent **you** must notify **us** in writing as soon as possible about the move and **you** must follow any subsequent instructions **we** may give **you**.

4.3 If **you** fail to move the **Boat** within the **Mooring Site** in accordance with **our** instructions **we** may terminate this **Agreement** in accordance with condition 14 below or **we** may move the **Boat** to where **we** consider suitable and **we** may recover from **you** any resulting costs, charges and/or expenses, in accordance with condition 5.6 below.

4.4 You may not use the **Boat** at the **Mooring** to carry out a business activity (including but not limited to hire of the **Boat**, embarkation of charter parties, rental accommodation or selling goods and/or services of any kind) without our prior written consent. If consent is given, you must

(a) pay any additional charge for **your Mooring** per annum notified to **you** by **us**; and

(c) obtain any planning consents required for such operations.

If **we** do consent to **you** using the **Boat** for a business purpose **you** must also obtain a business boat licence from the Canal & River Trust and comply with its terms Please note that leisure moorings at Union Wharf do not have Canal and River Trust permission to be used for commercial activities.

4.5 If you do not have a **Boat** on the date we notify you of the **Mooring Period Start Date** and you subsequently wish to bring a **Boat** on to the **Mooring**, or wish to replace a **Boat** with another at the **Mooring**, you may only bring this **Boat** on to the **Mooring** after the following conditions are met:

4.6 **Your** right to moor at the **Mooring Site** is personal to **you**. **You** cannot transfer **your** right to moor to any person in any circumstances.

4.7 In the event of **your** death, a person that has been using the **Mooring** together with **you**, and who satisfies **us** that they are **your** spouse or civil partner may request from **us** permission to continue to **use** the **Mooring** for the unexpired **Mooring Period**. **We** will give permission in response to such a request, if **we** are satisfied in relation to **your** spouse or civil partner, and where applicable in relation to **you** (up to the date of **your** death) that:

Whether or not **we** grant consent will be at **our** discretion taking into account **our** assessment of the best use of the **Mooring Site**, including but not limited to environmental, operational or safety issues. This **Agreement** will continue to apply in relation to **your** use of the **Mooring Site**.

(a) **you** notify us of your intention to bring a Boat or to replace your Boat and you have our prior written consent to moor the **Boat** at the **Mooring**;

(b) **you** pay any additional **Mooring Fees** that may be chargeable for the **Mooring** to take into account the length of **your Boat**;

(c) **you** have provided us with details of the **Boat** and **we** are satisfied that any replacement **Boat** is suitable for the **Mooring Site** and that the **LOA** and dimensions are suitable for the **Mooring**;

(d) **we** are satisfied that **your Boat** has a valid and up-to-date **Boat Licence** and a **Boat Safety Certificate** and that **your Boat** is fit for navigation on any of **The Trust's Waterways** where it is intended to be used.

i (i) no money is owed to **us** including but not limited to in respect of **Mooring Fees**, **Boat Licence** fees, boat removal costs, damages or any other associated costs;

- ii (ii) the spouse or civil partner has passed independent credit checks if **we** consider it reasonable to carry out a credit check;
- iii (iii) in relation to any **Boat** the spouse or civil partner is or becomes owner or lawful keeper of the **Boat**;
- iv (iv) in relation to any **Boat**, a valid **Boat Licence** and **Boat Safety Certificate** are available and the **Boat** is fit for navigation on any **The Trust's Waterways** where it is intended to be used;
- v (v) there is no other breach of the **Agreement** which **we** consider to be serious, and **we** are satisfied that the spouse or civil partner will or can prevent any breach that is continuing at the time of their request for permission to use the **Mooring**.

If we give permission to a spouse or partner to use the **Mooring**, in accordance with this condition 4.7, the spouse or partner must comply with the conditions of this **Agreement**.

- i 4.8 Subject to condition 4.7 above, **your Mooring** cannot be sold, given to anyone or be inherited by anyone on **your** death.
- ii 4.9 If **you** intend to leave the **Mooring Site** for more than 28 days **you** must inform **us**.

## 5. FEES AND OTHER CHARGES

5.1 **Your** right to use the **Mooring** is subject to payment of the **Mooring Fees**.

5.2 If **you** use the **Mooring** before having paid the relevant **Mooring Fees** **you** nevertheless agree to comply with this **Agreement** and failure to pay the **Mooring Fees** due may result in this **Agreement** being terminated in accordance with condition 14.

5.3 If **you** default on **your** payments, **we** may refuse to grant **you** a monthly instalment facility in the future.

5.4 If for any reason **you** are using the **Mooring Site** without **our** consent **we** will be entitled to remove **your Boat** from the **Mooring Site** at **your** own risk. We may recover any costs and expenses we incur in removing **your Boat** in accordance with condition 5.6, and **you** shall be liable for **Overstay Charges** in accordance with condition 1.5 or 14.5 as applicable.

5.5 If **you** fail to make any payments which **you** are liable to pay to **us** in accordance with this **Agreement** (including **your Mooring Fees** and any sums **we** may be entitled to recover in accordance with condition 5.6) **we** may: 5.5.1 take action to recover the unpaid sums as a debt and **we** reserve the right to recover from **you** interest on the debt, and costs **we** incur in recovering the debt, including legal fees and court costs; and/or

5.5.2 off set the unpaid sums against any sums **we** may owe **you** in connection with the **Mooring** and this **Agreement**; and/or

5.5.3 terminate this **Agreement** in accordance with condition 14 and refuse to grant **you** a mooring at any of **our** mooring sites until **you** have paid any sums **you** owe **us**.

5.6 If **we** incur any costs, charges and/or expenses or suffer any losses, as a result of **your** failure to comply with this **Agreement**, or as a result of anything caused by **you** or for which **you** are responsible in connection with the **Boat** and **your** use of the **Mooring Site**, **we** shall have the right to recover any such reasonable costs, charges and/or

expenses from **you** in accordance with this condition 5.6 and/or as a debt. Such costs and expenses may include but are not limited to: 5.6.1 any costs, charges and/or expenses incurred in relation to removal or storage or destruction of the **Boat** or of items left on the **Boat** or any other part Union Wharf; and/or

5.6.2 any costs and/or fees of professionals/contractors **we** may employ to assist **us** in dealing with the consequences of **your** actions, or inaction, including legal costs; and/or

5.6.3 any other administrative charges, including costs for **our** time, that **we** may incur; and/or

5.6.4 all costs, charges and/or expenses arising from any claims made against **us** for any damage including but not limited to those relating to personal injury and/or damage to property; and/or

5.6.5 any **Overstay Charges**.

## 6. YOUR GENERAL OBLIGATIONS

6.1 The **Boat** must have a valid **Boat Licence** for the duration of this **Agreement** (or equivalent consent where a **Boat Licence** is not required).

6.2 **You** must comply with any **Site Rules**. **We** reserve the right to introduce new **Site Rules** or to amend existing **Site Rules** from time to time provided **we** give **you** reasonable prior notice wherever possible of the proposed changes. The **Site Rules** and any amendments to them shall become effective when they are displayed on a notice board or other prominent place at Union Wharf or once a copy of them has been provided to **you** (whichever is the earlier).

6.3 At any time whilst **you** have the right to moor at Union Wharf **we** may require **you** in writing to comply with additional conditions (**Special Conditions**) relating specifically to **your** use of Union Wharf. **Special Conditions** may include conditions relating to **your** private use of land at the **Mooring Site**. **We** only issue **Special Conditions** to ensure the best use of the **Mooring Site**. **We** will give **you** reasonable prior notice of any change to an existing **Special Condition** or of any intention **we** may have to introduce a new **Special Condition**.

6.4 **You** must: 6.4.1 comply with relevant legislation, bye-laws and follow **our** lawful directions spoken or written (including signs);

6.4.2 not carry out any operational development or material change of use requiring planning permission at the **Mooring Site** unless planning permission has been obtained for that operational development or change of use;

6.4.3 not use the **Mooring** as **your** sole main residence; the leisure moorings are suitable for occasional overnight stays only.

6.4.4 comply with the terms of any planning permission or other third party consent applicable to the **Mooring Site**; and

6.4.5 not apply for any planning permission or certificate of lawful use in respect of the **Mooring** or the **Mooring Site** without **our** prior written consent.

6.5 **You** are responsible for paying for any electricity, gas cylinder refills and pump outs purchased from Union Wharf.

6.6 **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 the **Boat** or the **Mooring Site** any sign or notice of a commercial nature without **our** prior written consent.

6.7 **You** must keep the area around the **Boat** clean and tidy and keep the outside of the **Boat** in reasonable repair.

6.8 The **Boat** must have a minimum level of on board facilities to allow the ability to be self-sufficient (including the provision of potable water storage with toilets connected and wash cubicles). **We** reserve the right to request confirmation from **you** upon renewing your use of the **Mooring** that your **Boat** has the required basic facilities prior to occupancy at the **Mooring Site**.

6.9 **You** shall be responsible for and liable for anything at the **Mooring Site** or in the vicinity of the **Mooring Site** which is done or not done by any persons visiting **you**, occupying the **Boat** or working for **you**. Any acts or omissions of such persons which result in a breach of this **Agreement** will be deemed to be **your** breach of this **Agreement**. **You** must ensure that any persons visiting **you**, occupying the **Boat** or working for **you** comply with this **Agreement** including any relevant **Site Rules**.

6.10 **You** must not damage, alter, add to or deface the **Mooring Site** in any way. **We** may charge **you** for the cost of making good.

6.11 **You** should let **us** know if **you** notice or become aware of any defects or problems at the **Mooring** or the **Mooring Site**.

6.12 At the end of this **Agreement**, **you** must let **us** have the **Mooring** back in a clean and tidy condition.

## 7. YOUR INSURANCE OBLIGATIONS

7.1 **You** must have in force insurance and provide evidence of insurance which covers third party and public liability (of at least two million pounds for each and every claim) and which is provided by a company that is authorised and regulated by the Financial Conduct Authority. In addition **you** must ensure that the **Boat** is insured for any lifting and/or removal of the **Boat** for any reason.

7.2 **You** must supply **us** with copies of the insurance policies or certificates of insurance and evidence of payment of premiums. **You** agree not to do anything that could lead to the above mentioned insurance policies being revoked, or becoming invalid or not renewed.

## 8. HEALTH AND SAFETY, AND THE ENVIRONMENT

8.1 **You** will not undertake any work to the **Boat** whilst moored at the **Mooring Site** without **our** prior written consent and **you** will comply with any applicable **Site Rules**. Whether or not **we** give consent shall be at **our** absolute discretion and any consent **we** do give may be subject to conditions taking into account any matters **we** consider appropriate, including but not limited to health and safety considerations and having regard to the potential impact of the work on other third parties.

8.2 Any accident or other incidents involving injury to a person or damage to property at the **Mooring Site** must be reported to **us** including any injury or damage for which **you** are responsible. **You** must also notify **us** of any potential safety risks at the **Mooring Site**.

8.3 **You** must not do or carelessly fail to do anything at the **Mooring Site** or in the vicinity of the **Mooring Site** which will:

8.4 Anti-social behaviour or abuse, verbal or physical shall not be tolerated towards customers, staff or any other individuals. A failure to comply with this condition 8.4 may result in termination of the **Agreement** in accordance with condition 14 and/or criminal prosecution.

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8.5 **You** must dispose of **your** rubbish so that it does not become a nuisance or a health and safety risk. No rubbish shall be thrown overboard or left anywhere at the **Mooring Site**. Any domestic waste shall be disposed of in receptacles provided by **us**, or by removal from the **Mooring Site** by **you**. Non domestic waste such as microwaves, fridges or other electrical household appliances must be removed from the **Mooring Site** by **you**. **We** may issue specific **Site Rules** relating to the management of rubbish at the **Mooring Site**.

8.6 **You** must make sure the **Boat** is moored safely and that it is properly attached to the bollards, moorings rings, mooring pins or stakes.

8.7 **We** may go onto the **Boat** and move it for reasons of safety or the protection of the environment. We will only do this if **you** fail to comply with any request **we** make for the **Boat** to be moved.

8.8 **You** must not light fires including barbecues. The lighting of fireworks is strictly prohibited.

8.9 The **Boat** must comply with the boat safety scheme standards and **you** must provide evidence which confirms compliance for the duration of this **Agreement**.

8.10 **You** agree to not tamper with the supply of electricity in any way.

8.11 Diving, bathing or fishing in the waters of the **Mooring Site** is not permitted.

8.12 **You** must not keep animals other than domestic pets at the **Mooring**. They must remain under proper control whilst at the **Mooring Site** and not cause nuisance to **your** neighbours. **You** must clear up their mess. **We** reserve the right to require **you** to remove any animals from the **Boat** if **you** fail to comply with this condition 8.12.

8.13 **You** must not obstruct any emergency access roads, service roads or service areas at the **Mooring Site**. **You** must ensure that **you** park **your** motor vehicles considerately (and only in the spaces allocated for them, where provided). Any vehicles using the **Mooring Site** must be roadworthy, taxed and insured. **You** must not carry out any works to any vehicles at the **Mooring Site**. Vehicles must not

(a) pose any risk to the health and safety to individuals;

(b) pose a risk to the environment;

(c) cause damage or nuisance to any other person or their property.

8.14 **We** have no obligation to recover or preserve the **Boat** or other property from the consequences of any defect in the **Boat** or property concerned or from the consequences of an accident or incident for which **we** are not responsible. However, **we** reserve the right to remove the **Boat** or to dismantle it in order to remove it in any appropriate circumstances, particularly where the **Boat** is an obstruction or poses a risk to the safety of people, property or the environment and **we** shall be entitled to recover any costs, charges and/or expenses **we** incur in accordance with condition 5.6.

8.15 **You** should immediately inform **us** of any spillage of oil, paint or any other pollutant at the **Mooring Site**. **You** should also take such steps as are reasonably practicable and safe in the circumstances to minimise the spread of the pollutant and warn other users of the **Mooring Site** of the problem.

## 9. OUR RESPONSIBILITIES



9.1 **We** will exercise reasonable care in carrying out our functions under this **Agreement** (including when boarding or moving the **Boat**.)

9.2 **We** will take reasonable and proportionate steps having regard to the nature of **our** business to maintain any facilities and equipment that **we** provide at the **Mooring Site** in reasonably good working order. However **we** will not be liable:

9.3 **We** shall not be liable for any loss or damage caused by any events or circumstances beyond **our** reasonable control (such as extreme weather conditions, unforeseeable failure of historic structures, closure of **The Trust's Waterways**, or the actions of third parties). 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.

9.4 Regarding the services or facilities supplied at Union Wharf, **we** are not responsible

- i if the services or facilities **we** are responsible for providing fail temporarily; and/or
- ii if **we** have taken reasonable action to remedy any disrepair, defects or faults to services or facilities **we** are responsible for providing; and/or
- iii (iii) for any failure of or disruption to any facilities supplied to **you** at the **Mooring Site** which are provided by third parties, such as Wi-Fi; and/or
- iv (iv) if **you** have caused or contributed to any damage, defects or faults. If **we** undertake any work of repair or replacement as a result of **your** actions, **we** shall be entitled to claim from **you** any costs and expenses **we** incur in carrying out such work.

## 10. LIMITATION OF LIABILITY

10.1 Nothing in this **Agreement** excludes or limits **our** liability for death or personal injury arising from **our** negligence, for fraud or fraudulent misrepresentation or for any rights **you** have or may have under sections 49 (service to be performed with reasonable care and skill), 50 (information about trader or service to be binding), 51 and 52 (reasonable price and reasonable time) of the Consumer Rights Act 2015 or any other liability that cannot be excluded or limited under English law.

10.2 If **we** fail to comply with these terms and conditions, **we** will be responsible to **you** for loss or damage **you** suffer that is a reasonably foreseeable result of **our** breach of these terms and conditions, but **we** are not responsible for any loss that is not foreseeable (including, without limitation, any losses specified in conditions 9.2 and 9.3, which **you** agree we are not responsible for). Loss or damage is foreseeable if it is an obvious consequence of **our** breach or if it was contemplated by **you** and **us** at the time we entered the Agreement. **You** agree not to use the mooring for any commercial or business purpose without **our** prior consent, and **we** have no liability to **you** for any loss of profit, loss of business, business interruption or loss of business opportunity.

10.3 Subject to condition 10.1, **our** total aggregate liability to **you** under this **Agreement** including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), negligence (including but not limited to negligence) or breach of statutory duty shall not exceed the **Mooring Fee**.

## 11. OUR RIGHTS OF ACCESS TO THE MOORING AND THE BOAT

11.1 **We** may go onto the **Boat** and/or **Mooring** at any time in order to carry out any of **our** functions under this **Agreement** or to exercise any legal rights. **We** may affix or place on the **Boat** notices, correspondence or other documents, including contractual or legal notices.

11.2 **We** may go onto the **Mooring** to inspect it for defects. **We** may also go onto the **Mooring** to do works and repairs (this includes any building or development work in, around or adjacent to the **Mooring** or **Mooring Site**). **We** will give **you** at least 14 days' notice, and where practicable 28 days' notice. If there is an emergency **we** may carry out the works without giving **you** notice but we will tell **you** as soon as reasonably practicable what the emergency was and what works **we** have done.

11.3 In order to take action in accordance with condition 11.2 **we** may require **you** to move the **Boat** and if **you** fail or are unable to do so, **we** may move the **Boat** for the duration of **our** inspection or works.

11.4 If **we** do need to move the **Boat** **we** will provide **you** with an alternative **Mooring**. When **we** move the **Boat** to do work **we** will put the **Boat** back on to the **Mooring** as soon as possible after the work is finished. **We** will refund any reasonable costs and/or expenses **you** incur as a direct result of **us** moving the **Boat**.

## 12. DISCLOSURE OF INFORMATION

12.1 **You** agree that **we** may provide **your** relevant personal details including **your** contact details such as **your** name and address to any person (or the insurer of any person) who **we** believe has a reasonable interest in an incident or alleged incident involving the **Boat** which will generally be the case where for example personal injury or damage to property may have occurred.

12.2 **You** agree that where **we** believe **you** are failing to comply with this **Agreement**, **we** may exchange information relating to **you** and/or the **Boat** with third parties who are assisting **us** in managing the situation such as contractors, mooring providers, individuals or organisations with a legitimate interest or duty in exchanging information about **you**.

## 13. MOORING AGREEMENT RENEWAL

13.1 The **Mooring Period** will renew, unless **we** decide not to renew in accordance with this condition 13.1 and condition 13.3 or **you** decide not to renew pursuant to condition 13.4. Whether or not **we** renew is entirely at **our** discretion, taking into account any matters **we** consider appropriate which may include operational and/or commercial issues. Normally **we** would renew the **Mooring Period**, but we are unlikely to renew if: 13.1.1 **you** owe **us** money in connection with **your** obligations and liabilities under this **Agreement**; or

13.1.2 **you** have previously breached any other terms of this **Agreement**; or

13.1.3 **your Boat Licence** and **Boat Safety Certificate** have expired and **you** have not renewed them.

13.2 In some circumstances **we** may only agree to renew subject to such additional or varied conditions **we** see fit.

13.3 **We** will notify **you** in writing at least six weeks before the **Mooring Period** is due to expire either:

(i) that **we** intend to renew the **Mooring Period** and if applicable notify **you** of any varied conditions or additional conditions of the **Mooring Agreement** that will apply to the renewed **Mooring Period**; or

(ii) that **we** do not intend to renew **your Mooring Period**.

13.4 If **you** do not want **your Mooring Period** to be renewed, **you** must notify **us** in writing at least one calendar month before the expiry of **your current Mooring Period**.

13.5 If **you** do not want **your Mooring Period** to be renewed and **you** fail to notify **us** within the notice period specified in condition 13.4 above, or **you** do not notify **us** at all, **we** reserve the right to charge **you** for up to one month's **Mooring Fees** and to recover this charge from **you** as a debt. **Your** failure to pay the charge mentioned in this condition 13.5 could be a reason for Union Wharf refusing to permit **you** to apply for a mooring at any time in the future, until the charge is paid.

13.6 If **your Mooring Period** renews in accordance with condition 13.1 above, the new **Mooring Period** will start on the day after the expiry of the previous **Mooring Period** and will be for the same duration as **your** previous **Mooring Period** (or as near as possible to the same duration, calculated in months or parts of months, not days).

13.7 **Our** standard published **Mooring Fees** and the **Mooring Agreement** terms and conditions at the time of renewal will apply to **your** use of the **Mooring** for **your Boat** for the new **Mooring Period**. **You** will be notified of these and any additional conditions that may apply. For the avoidance of doubt conditions 1, 2 and 3, **will not** apply to any renewed **Mooring Period**.

13.8 If **your Mooring Period** is not renewed, **you** must remove **your Boat** from the **Mooring Site** and any other property in **your** possession, or **we** may remove them in accordance with condition 14.5.

#### 14. TERMINATION AND REMOVAL OF THE BOAT FROM THE MOORING SITE

14.1 **You** may not give notice to terminate this **Agreement** during the first two months of the **Mooring Period**. At any other time, before the expiry date of your **Mooring Period**, **you** may terminate this **Agreement** by giving **us** two calendar months' written notice. Once **we** have received **your** termination notice it can only be withdrawn with **our** written consent which may be subject to **you** paying any costs, charges and/or expenses **we** have incurred as a result.

14.2 Without prejudice to any other rights **we** may have in law or under this **Agreement** **we** may give you notice that **we** terminate the **Agreement** with immediate effect if: 14.2.1 **you** have failed to comply with a term of this **Agreement** which could have been remedied but **you** have failed to do so within the time **we** have given **you** to remedy the breach. **We** will normally give **you** 28 days to remedy a breach, but **we** may have good reasons for specifying a shorter period; and/or

14.2.2 **you** commit any breach of this **Agreement** which is not capable of remedy.

14.2.3 If this **Agreement** is terminated, **we** will (subject to the conditions of this condition 14.2.3 and any set off applied in accordance with condition 5.6) refund any **Mooring Fees** paid by **you** in respect of any period of time after **you** have removed **your Boat** from the **Mooring Site**. No refund will be paid until **you** have vacated the **Mooring Site**.

14.3 Following expiry of the **Mooring Period** or termination of the **Mooring Agreement**, **you** shall remove the **Boat** from the **Mooring Site**. Until **your Boat** is removed **we** shall be entitled to charge **you** **Overstay Charges** and this would not affect any other rights or claims **we** may have against unauthorised use and occupation of the **Mooring Site**. This does not affect any other rights or claims **we** may have against **you**.

14.4 If **you** fail to remove the **Boat** within 14 days of expiry or termination of **your Mooring Period**, **we** shall be entitled to: 14.4.1 remove the **Boat** from the **Mooring Site** to such place as **we** deem appropriate; and/or

14.4.2 dismantle or destroy the **Boat** in appropriate circumstances in order to move or remove it;

14.4.3 demand payment of the **Overstay Charges** in accordance with condition 14.5 below.

14.5 For any period that **your Boat** remains at the **Mooring Site** after the date that the **Mooring Period** has expired without being renewed, or following the date of termination of the **Agreement**, **you** are liable to pay **us** the **Overstay Charges** at the standard rate of an Overnight Mooring.

**You** will be liable to pay **Overstay Charges**, in accordance with this condition 14.5, up to and including the date upon which **your Boat** is removed from the **Mooring** by **you**, or by **us** in accordance with conditions 14.4.1 and 14.4.2 above.

## 15. VARIATION

**We** may from time to time review and change the terms and conditions of this **Agreement** (also published at <https://www.unionwharfharborough.co.uk/leisure-moorings>). **You** will be given at least one month's prior written notice of any substantive changes and **we** will tell **you** the reason for the change. At the end of the notice period referred to above, the changes will be effective and **you** will be deemed to have accepted the changes by keeping the **Boat** on **our Mooring Site**.

**16. GENERAL** 16.1 This **Agreement** is between **you** and **us**. A third party shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the conditions in this **Agreement**. If **we** take any legal action to enforce any terms of the **Agreement**, such legal action will be taken in the name of the Canal & River Trust.

16.2 If any provision of this **Agreement** is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this **Agreement** and the remainder of the provision in question will not be affected.

16.3 Omission by **us** to exercise any right under this **Agreement** will not constitute a waiver of such right unless expressly stated by **us** in writing.

16.4 Any remedies **we** have set out in this **Agreement** do not prevent **us** from relying on any other remedies or rights that **we** may have.

16.5 This **Agreement** is governed by English law and **you** agree to submit to the exclusive jurisdiction of the English courts.

16.6 The headings in this **Agreement** are for convenience only and shall not affect its interpretation.

16.7 Any provision of this **Agreement** that expressly or by implication is intended to come into or continue in force on, or after termination or expiry of this **Agreement** shall remain in full force and effect.

16.8 **Our** address for contact purposes and sending **us** any notices (and which is also the main office for mooring sales administration) is:

Union Wharf Narrowboats Ltd

1a Canalside

Union Wharf

Market Harborough

Leics

LE16 7UW

[hello@unionwharfharborough.co.uk](mailto:hello@unionwharfharborough.co.uk)

01858 432123

16.9 If **you** have a complaint or are in dispute with **us** on any matter relating to the **Mooring**, **you** can obtain information about the complaints handling process by contacting us above.

## SCHEDULE 1: MODEL CANCELLATION FORM

Note:

1. Below is a format for the model cancellation form **you** may use in accordance with condition 2.2 above, to notify **us** that **you** wish to cancel the **Mooring Agreement**.
2. As stated in condition 2, **you** can only exercise **your** right of cancellation in accordance with clause 2.2 in the 14 day period from the **Effective Date** (being the date that **we** accept **your** offer for the **Mooring**), using this model cancellation form set out below or informing us by letter or email in any other format,

Date:

To: Union Wharf Narrowboats Ltd

Email: [hello@unionwharfharborough.co.uk](mailto:hello@unionwharfharborough.co.uk)

I/We hereby give notice that I/We cancel the Mooring Agreement signed or agreed to by me/us on or about the following date:

Name:

Address:

Signature: