



**Application for
Non-Residential Mooring
at Frenches Marina**

FRENCHES MARINA LTD
 VIKING HOUSE · 449 MIDDLETON ROAD
 CHADDERTON · OLDHAM · LANCs · OL9 9LB
 TELEPHONE: 0161 626 3010 · FAX: 0161 627 1373
 Email: info@frencheswharf.co.uk

PLEASE PRINT		
Title:	Name:	
Address & Post Code:		
Telephone:	Home:	Mobile:
	Work:	Email:
Details of Boat:		
Name:	B.W. Index No.	Overall Length:
	Builder:	Material of Hull:
Age:	Engine:	
Insurance Details:		
Name of Insurance Co:		Policy Number:
		Renewal Date:
Please supply contacts for references:		
1. Name:		
Address:		
Phone No:		
Email address:		
2. Name:		
Address:		
Phone No:		
Email address:		
Mooring fees to be paid all in advance including any VAT & prior to entry;		
Entry fee	£	
Mooring fee	£	non-residential/residential
I request mooring at Frenches Marina commencing from (date)		
I agree to be bound by the General Conditions of Frenches Marina which are overleaf		
Signed:	Dated:	
FOR COMPANY USE ONLY		
APPLICATION ACCEPTED:	Signed:	Dated:
Payment of £..... received with thanks.		

GENERAL CONDITIONS OF BERTHING AND MOORING AT FRENCHES MARINA, GREENFIELD

1. In these conditions "the Firm" shall mean Frenches Marina Ltd. (Company No. 06874445), "Owner" shall mean the owner of the vessel or vehicle or other person for the time being lawfully in charge of it, and "the Marina" shall mean moorings, premises and facilities of Frenches Marina at Greenfield.
- 2.1 All vessels and vehicles in or on the Marina may be moved by the Firm to any other part of the Marina.
- 2.2 The Firm shall not be liable whether in contract, tort or otherwise for any loss, theft or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the Owner or others claiming through the Owner.
- 2.3 The Owner shall indemnify the Firm against all loss, damage, costs, claims or proceedings incurred by or instituted against the Firm 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
- 2.4 The Owner shall maintain Third Party insurance in respect of each of his vehicles or vessels in a sum not less than £2,000,000 in respect of each accident or damage. 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 Firm on demand.
- 2.5 The Owner shall maintain the necessary British Waterways Licence in respect of his vessel.
3. No part of the Marina or of any vessel or vehicle while situated therein shall be used by the Owner for any commercial purposes.
- 4.1 Within seven days of any sale, transfer or mortgage of any vessel which is subject to a current licence granted to the Owner by the Firm subject to these conditions the Owner shall notify the Firm of the name and the address of the purchaser, transferee or mortgagee as the case may be.
- 4.2 No vessel shall be offered for sale or sold by the Owner whilst it is moored in the Marina.
5. No work shall be done to the vessel whilst at the Marina (unless with the prior written consent of the Firm which may be withheld at its sole discretion) other than minor running repairs or minor maintenance of a routine nature not causing any nuisance or annoyance to any other users of the Marina or any other person residing in the vicinity.
6. The Firm 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 Marina or until such time as any money due to the Firm 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.
- 7.1 The Firm 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 Firm. If the breach is capable of remedy or the Owner has failed to make any such payment the Firm 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 Firm 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 14 days at the expiration of which the Owner shall remove the vessel and other property of his from the Marina.
- 7.2 Frenches Marina is not intended to be 'residential' for even part of a year unless confirmed in writing by The Firm and the appropriate mooring fee being paid. Any owner found using the Marina for residential purposes will be required to vacate his/her mooring within 14 days.
- 7.3 When no date of termination has been agreed in writing between the parties, the Firm or the Owner may terminate the licence granted to the Owner by giving the other 28 days notice in writing of such termination, at the expiration of which the Owner shall remove the vessel from the Marina. Mooring fees are payable to the Firm up to the date of such expiration, regardless of the date of departure from the marina of the vessel.
- 7.4 If an Owner wishes to remove his boat from the Marina, no refund of mooring fees paid will be made.
- 7.5 If the Owner fails to remove the vessel on termination of the licence (whether under this condition or otherwise) the Firm shall be entitled:
 - 7.5.1 To charge the Owner with the rental which would have been payable by the Owner to the Firm if the licence had not been terminated for the period between termination of the licence and removal of the vessel from the Marina.
 - 7.5.2 At the Owners risk to remove the vessel from the Marina and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees.
8. In all cases where a contract of 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 Firm.
9. Any vessels or other goods left at the Marina are subject to the provision of the Torts (Interference with Goods) Act 1977, which confers on the Firm as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the Firm has given notice to the Owner or has taken reasonable 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 Firm is not a bailee are left at the Marina. Any obligation of the Firm towards vessels or goods left at the Marina ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods and the Firm accepts no responsibility for the loss or damage to any vessels or goods left at the Marina without its consent save in so far as such loss or damage is caused by the negligence of the Firm or those for whom the Firm is responsible.
10. If in the Firm's opinion such be necessary for the safety of the vessel or for the safety of other users of the Marina or for their vessels or for the safety of the Firm' moorings, premises, plant or equipment, the Firm shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the vessel. Firm's reasonable charges therefore shall be paid by the Owner within 14 days of an account being rendered.
11. Unless he/she has the Firm'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. Subject to any special condition of the Firm to the contrary, if the Owner notifies the Firm in writing or verbally that the vessel will be away from the Marina for 14 days or more and the Firm is able to sublet on a continuous basis for a period or periods of not less than 14 days each, the berth normally occupied by the Owners vessel, the Firm shall pay the Owner 50% of the income so received for each such period by way of a credit against future fees due from the Owner.
12. Vessels shall be berthed or moored by the Owner in such a manner and position as the Firm may require and the necessary warps and fenders shall be provided by the Owner.
13. Nothing in the licence shall entitle an Owner to the exclusive use of a particular berth.
14. Berths shall be licensed for the periods from time to time published by the Firm at the Marina and charges therefore will be calculated by reference to the Firms published list of charges ruling at the commencement of the licence.
15. All persons using any part of the Marina for whatever purpose and whether by invitation or otherwise do so at their own risk.
16. 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 moorings. Vessels are at all times subject to the speed restriction and byelaws of British Waterways.
17. No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Marina so as to cause any nuisance or annoyance to the Firm, to any other users of the Marina 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 as aforesaid.
18. The owner shall keep all dogs strictly under control at all times and on all parts of the marina site; no fouling of the jetties, car park or any other part of the marina site shall be permitted. "Strictly under control" requires the dog to be closely accompanied, and in direct view of its keeper, at all times. The keeper shall not remain aboard his boat while the dog is ashore. Any fouling shall be immediately and totally removed. The Owner, even in his absence, shall be responsible for any dogs brought on site, by his family, friends, guests, partners or, any other person visiting him or his boat or his berth. Any Owner in breach of these rules will be given one only final warning; any further breach will lead to the forfeit of his mooring & with no refund of any fees paid.
19. No refuse shall be thrown overboard, left on the jetties or car parks. There are no facilities at Frenches Marina for refuse removal so it is down to the Owner to remove all refuse or rubbish etc. off site.
20. Frenches Marina has only very limited car parking facilities on the adjacent Pub carpark (5 spaces only) & vehicles should only be parked with the consent & as directed by the Landlord/Manager of the Pub. Motor vehicles cannot be parked at any other locations on the Marina or adjacent commercial or residential premises.
21. No items of boats, gear, fittings or equipment, supplies, stores or the like shall be left upon the jetties or car parks.
22. 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 Firm. 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 fit for immediate use in case of fire. Owners shall not refuel vessels in the Marina.
23. The Firm reserves the right to introduce regulations which relate solely to the administration of the Marina and which are not inconsistent with these conditions, and to amend such regulations from time to time. Such regulations and any amendments shall become effective on being displayed on the Firm's public notice board or other prominent places at the Firm's premises, and the Firm shall have the same rights against the Owner for a breach of the regulations as for a breach of these conditions.
24. Annual mooring fees shall be payable prior to entry and then on an annual basis thereafter.
25. No notice shall be displayed on the notice board or at any place in the marina including aboard Owners' boats, without the express permission of the Firm.
26. The Firm wishes to maintain high standards on the Marina and will wish to inspect all boats prior to them being moored up. Once accepted on the Marina if the boat is not maintained to a reasonable high standard, the Firm reserves the right to terminate the mooring and in which case the boat has to be removed within 30 days. The Firm has absolute discretion as to the standard of a boat.
27. Boat length is measured overall including all accessories, rounded up to the nearest 0.2m plus 0.4m for outboards or stern drives. Minimum length charged (all boats) 16.75m (55').
28. The bridge/gate to the entrance of the Marina can only be raised/lowered by The Firm and at a pre agreed day/time.
29. A pump out facility is available at the Marina but only by prior arrangement with The Firm.
30. Power and water (if available), but must only be used with the firms consent and is a chargeable item.