

## TERMS AND CONDITIONS

1. In these conditions: "the Company" shall mean Barton Grange Garden Centre Limited (Company Registration Number 01167744); "the Marina" shall mean the marina located at the Barton Grange Garden Centre, Garstang Road, Brock, Preston, Lancashire, PR3 0BT; "the Premises" shall mean the land and buildings comprising the Barton Grange Garden Centre, Garstang Road, Brock, Preston, Lancashire, PR3 0BT; "the Owner" shall include an Agent or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle; "the Moorings" shall mean those in the Marina basin including service berths and also canalside along the Marina and the boundaries of the Premises; "Licence" shall mean such licence granted by the Company to the Owner for the use and enjoyment of the Marina pursuant and subject to these Terms and Conditions; "Licence Fee" shall mean the fees payable by the Owner to the Company from time to time for the mooring and storage of vessels and vehicles upon the Marina or the Premises details of which are available and are displayed at the Marina.
2. The Owner shall not be entitled to the exclusive use of any particular berth within the Marina but shall use such berth as is from time to time allocated to the Owner by the Company. All vessels and vehicles in or upon the Marina or the Premises may be moved by the Company itself or by its appointed Agent to any other part of the same marina or premises without notice. The Company 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. The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Company 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.
3. The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in such sum as shall be reasonably required by the Company provided always that all vessels moored at the Marina must be insured at all times with a minimum third party cover of £1,000,000. Such insurance shall be effected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating to the Company on demand. No warranty or representation is expressed or implied by the Company as to the suitability or quality of any berth for the vessel or any berth, structure, gear or any facility provided under the terms of this agreement by the Company.
4. No part of the Moorings or the Premises or of any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes including the private sale of the Owner's vessels or vehicles.
5. The Licence granted to an Owner is personal to the Owner and a particular nominated vessel.
6. No work shall be carried out to vessels whilst at the Moorings unless with the prior written consent of the Company.
7. The Company 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 Moorings or Premises until such time as any money is due to the Company 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 in full.
8. The Owner must keep his/her vessel in good condition, well-maintained and protected at all times.
9. Without prejudice to the rights granted to the Company under these terms and conditions, the Company shall have a right to terminate the Licence granted to the Owner in the following manner in the event of a breach by the Owner of any of these Conditions or any failure by the Owner to make any payment due to the Company. The Company shall refund to the Owner any unexpired portion of the Licence fees subject to the right of set off in respect of any damage suffered by the Company and/or other monies owing as a result of any of the matters giving the Company the right to terminate the Licence. When no date of termination has been agreed in writing between the parties, the Company or the Owner may terminate the licence granted by this Agreement by giving to the other 28 days notice in writing of such termination at the expiration of which the Owner shall remove the vessel from the Marina. The Company shall refund to the Owner any unexpired portion of the Licence Fee subject to the right of set off in respect of any monies owed to the Company by the Owner.

10. Any vessel or other goods left at the Marina are subject to rights in favour of the Company of sale exercisable. The Owner acknowledges that the Company is not a bailee of any vessel or goods owned belonging to or in the custody of the Owner. A similar right of sale shall also arise when any vessel or other goods, of which the Company is not bailee, are left at the Marina. Any obligation of the Company towards such goods left at the Marina ends upon the expiry or lawful termination of the grant to the Owner of the facilities for such vessels or goods and the Company accepts no responsibility for loss or damage to any vessel or goods including as to its own negligence or the negligence of those for whom it is responsible.
11. If in the Company's opinion such be necessary for the safety of the vessel or for the safety of other vessels and users of the Marina or for the safety of the Company's vessels or for the safety of the Marina, Premises or plant or equipment, the Company shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on a vessel.
12. All persons using any part of the Marina, Premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk.
13. No vessel, when entering or leaving or manoeuvring in the Marina, shall be navigated at such speed or in such a manner as to endanger or inconvenience other vessels in the Marina. Vessels are at all times subject to the speed restriction and conditions of usage of the canal system. 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 Company. 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 for immediate use in case of fire. Owners shall not refuel vessels in the Marina.
14. Damage to the Marina or any pontoons or bollards from either spillage or collision or otherwise will be the responsibility of the Owner at full repair cost.
15. No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Marina or Premises so as to cause any nuisance or annoyance to the Company, to any other users of the Marina or Premises 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 the aforesaid. The running of engines or generators between the hours of 6 pm and 8 am is not permitted.
16. Well behaved dogs will be permitted on the following terms; dogs must be kept on a short lead at all times. Dogs should not cause a nuisance to the Company or other users of the moorings or premises. All foul should be 'pooper scooped' by the Owner and disposed of in the receptacles provided by the Company, and owners remain responsible for the actions of their guest pets.
17. No "for sale" signs or other advertisements may be displayed upon vessels or vehicles whilst at the Marina, the Premises or parking area thereto
18. Craft using the Moorings must not be used as a permanent place of residence nor may they be used as a place of residence for more than 120 days continual residence in anyone year. No post will be received for moorers.
19. No items of boats, gear, fittings or equipment, supplies, stores or the likes shall be left at the Marina or the Premises or car parks or upon any pontoons. No items such as bicycles, storage boxes, coal, or wood to be stored on the roof of any vessel or vehicle.
20. Wind turbines are not permitted on the roof of any vessel.
21. Motorhomes are not permitted on the car park.
22. Barbecuing shall only be permitted within the purpose built barbecue area.
23. The Company reserves the right to introduce regulations which relate to the administration of the Marina, Moorings and Premises and which are not consistent with these conditions, and to amend such regulations from time to time.