

# DERWENT WATER MARINA

## SITE USERS 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 Ltd 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. Any Client equipment that hinders the safe and effective work of the Marina and its users will be removed and / or repaired at the Client's expense.
6. Site users cars must be parked in the designated car parks, except when unloading.
7. Pets must be kept under control and their owners must clean up any fouling, we ask that dogs are kept on a lead at all times.
8. We encourage a tranquil and quiet site between 9pm and 8am and would ask that site users take care that they, their guests, children or pets do not cause a nuisance or spoil the quiet enjoyment of the Marina by others residents on site. We particularly request that you do not come on site before 8.00 or after dark if this is earlier than 21.00.
9. Use of Derwent Water Marina Site for commercial purposes is not allowed except by separate agreement.
10. **All** boats sold on **site** are subject to brokerage commission, details of which are available in the office or on our website [www.derwentwatermarina.co.uk](http://www.derwentwatermarina.co.uk)
11. All craft **must** display a **DWM sticker** for the current year, and must only be stored in the allotted space.
12. Site users must declare all their craft on site and store in their allotted space.
13. The owners of boats left on site after the seasons due date are deemed to have entered into a contract with the Marina for that season, unless they have made prior arrangements before the end of the previous season with the Marina. Fees are not refundable.
14. Any craft not displaying a sticker or not having paid fees are liable to be held against payment and may be sold to recover the fees, with the balance, if any, paid to the owner.
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.
16. You may use the end Jetty to launch and retrieve your dinghy. However, no craft is to be left on the jetty.

# DERWENT WATER MARINA

## Application for site use / temporary storage

I apply for site use at Derwent Water Marina

From \_\_\_\_\_ to \_\_\_\_\_

Storage or Berthing outside of this period is subject to an additional charge

I confirm that I have read and accept the site use 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
Daytime Phone Number	Evening Phone Number	
Mobile Phone Number	Email address	
Boat name	Boat Type	Colour
Date	Payment enclosed £	
A VAT receipt can be issued on request		

OFFICE USE ONLY PAID IN: DATE: METHOD:
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