

**WicorMarine Yacht Haven**  
**Mooring and Storage Ashore Agreement**

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This Mooring and Storage Ashore Agreement is made between:-

(“the Owner”) and

**WicorMarine Ltd** (“the Company”)  
Cranleigh Road  
Portchester  
Fareham  
Hampshire  
PO16 9DR

Email  
Tel

inbox@wicormarine.co.uk  
+44(0)1329 237112

**Start Date:** \_\_\_\_\_ until \_\_\_\_\_ **End Date:**

Vessel Details			
Boat Name		LOA / Verified	
Make / Class		Draft	
Type		Beam	
Keel		Displacement	

Package	
Mooring Allocation	
Total Fee	
Payment Terms	
Special Terms	

*Signature of this Agreement by both parties creates a legally binding contract for the services of Mooring and/or Storage Ashore at the Marina subject to the WicorMarine Yacht Haven Mooring and Storage Ashore Agreement Terms and Conditions (“the Conditions”) which the Owner acknowledges they have read and understood and which form an integral part of this Agreement.*

Signed by the Owner

Signed for and on behalf of the Company

Signed:

Signed:

## Mooring and Storage Ashore Agreement Terms and Conditions

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### 1. DEFINITIONS

Where the following words appear in these Conditions, the Agreement and the Company's Regulations they shall have these meanings:

**Agreement** means the Mooring and Storage Ashore Agreement signed by the parties including these Standard Terms and Conditions and the Regulations.

**Company** means WicorMarine Ltd or any of its agents to whom the application for a mooring or storage ashore is made which may be one or more of its associated companies, concessionaires, tenants and assignees for the operation of the Marina.

**Events Outside the Company's Control** means any act or event beyond the Company's reasonable control, including without limitation strikes, lock-outs or other industrial actions by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, fire, explosion, storm or severe weather conditions, tides, flood, earthquake, subsidence, epidemic or other natural disaster, interruption of electric supply, or failure of public or private telecommunications network.

**Licence For Residential Usage** means written consent granted at the discretion of the company to use the Vessel for residential purposes.

**Marina** means all the land and adjacent water owned or controlled by the Company including but not limited to slipways, pontoons, jetties, quays, boatyards, car parks, roadways, footpaths, swinging moorings, offices, units and other premises.

**Monthly Mooring Rate** means the rate shown as such in the Price List.

**Mooring** means the space or water or land from allocated to the Owner by the Company for the Vessel during the term of this Agreement.

**Mooring Fee** means the charge shown on this Agreement.

**Owner** mean the person or company named on this Agreement, any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the Company.

**Pontoon** means a moored and decked floating structure providing landing or mooring facilities.

**Price List** means the list of mooring fees and services provided by the Company and is subject to revision at the Company's discretion. The Price List is available at the marina office and on the Company's website.

**Regulations** means those regulations made by the Company that may be amended in accordance with Clause 17. Amendments are made at the Company's sole discretion, where necessary to enable the Company or those using the Marina to comply with applicable legal requirements or for the safe and efficient operation of the Marina.

**Storage Ashore** means the space on land temporarily allocated to the Owner by the Company for the storage ashore of the Vessel during the term of the Agreement.

**Storage Ashore Rate** means the rate shown as such in the Price List.

**Tenders** means dinghies, rafts or any other vessel other than the Vessel.

**Vessel** means the vessel named in this Agreement.

**Vessel Draft** means the greater of either the vertical distance between the waterline and the bottom of the hull, or the vertical distance between the waterline and the keel with the thickness of the hull included.

**Vessel Length** means the overall length of the Vessel calculated including davits, bowsprits, bumpkins, boarding ladders, stern drives, tenders, outdrives, outboards, rudders, anchors, pulpits, pushpits and any other extension fore and aft of the Vessel, either temporary or permanent.

**Visitor Mooring Rate** means the rate shown as such in the Price List.

**We** means the Company.

**You / Your** means the Owner, skipper or person in charge of the Vessel.

### 2. THE AGREEMENT AND PROVISION OF A MOORING

- 2.1. You warrant to the Company that You are the owner of the Vessel or have immediate right to possess the Vessel.
- 2.2. The Mooring at the Marina shall be licensed for the period and at the charges specified in the Agreement.
- 2.3. You must not allow any vessel other than the Vessel named in this Agreement to occupy the Mooring. Sub-letting of the Mooring is not permitted without the written consent of the Company and consent may be withheld at the Company's sole discretion.
- 2.4. Whilst You are not entitled to exclusive use of any particular mooring, we will make reasonable efforts to ensure that You can use the same mooring for the period of this Agreement.
- 2.5. We reserve the right to board, move, moor or re-berth the Vessel for reasons of safety, security, and emergency or to prevent or stop a nuisance.
- 2.6. We reserve the right to ask that You or any member of Your party to leave the Marina immediately if You or they act recklessly or unreasonably or in any way to cause a nuisance.
- 2.7. We rely on You to provide us with accurate measurements of the Vessel. Your Mooring Fee is calculated by reference to the Vessel Length. We reserve the right during the period of this Agreement to measure the Vessel and retrospectively charge You additional mooring or storage fees if the Vessel Length is greater than the length stated in this Agreement.
  - 2.7.1. If the Vessel Length provided to the Company is inaccurate, We cannot guarantee a mooring.
  - 2.7.2. If the difference is significant, it may result in the Company having to reallocate a mooring subject to availability. In the event that an alternative mooring is not available, the Company may consider resizing the existing mooring and reserve the right to charge a fee for this.
- 2.8. This Agreement shall not automatically renew. This Agreement will end on the End Date if not terminated sooner under the provisions of Clauses 8 or 9.

### 3. MOORING FEE AND PAYMENT

- 3.1. You must pay the Mooring Fee to us in the manner set out in this Agreement.
- 3.2. In addition to the Mooring Fee, We are entitled to charge You for all services used at the rates detailed on the Price List.
- 3.3. If You fail to pay your Mooring Fees the Company may serve a final warning in respect of the outstanding sum, requiring You to make payment within 7 days. If after the expiry of 7 days the outstanding sum has not been paid this will be treated as a repudiator breach of Your obligations under this Agreement and the Company shall be entitled to take all or any of the following steps:-
  - 3.3.1. Terminate this Agreement under Clause 8.
  - 3.3.2. Exercise the rights of sale and detention under Clause 10.
  - 3.3.3. Charge interest on the amount unpaid, at the rate of 4% above the Bank of England base rate.
  - 3.3.4. Charge for use of the Mooring as set out in Clause 9.
  - 3.3.5. Suspend the provision of any services to the Owner.

#### **4. LIABILITY, INDEMNITY AND INSURANCE**

- 4.1. The Company shall not be liable for any loss or damage or failure to perform or delay performance of any of our obligations under these Conditions that is caused by Events Outside of Our Control (such as severe weather conditions, the actions of third parties not employed by the Company 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 it for work or storage, and harm to persons entering Marina and/or using any facilities or equipment.
- 4.2. The Company shall take reasonable and proportionate steps having regard to the nature and scale of its business to maintain security at the Marina and to maintain the facilities and equipment in the Marina in good working order. In the absence of causative negligence or any other breach of duty on the part of the Company, vessels, vehicles, gear, equipment and other property are left with the Company at the Owner's own risk and Owners should ensure that their own personal and property insurance adequately covers such risks.
- 4.3. The Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless expressly engaged to do so by the Owner on commercial terms. The Company has no duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident which has not been caused by the Company's negligence or some other breach of duty on its part. However the Company reserves 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 it does so it shall be entitled to charge the Owner concerned on a normal commercial charging basis and, where appropriate, to claim a salvage reward.
- 4.4. We cannot guarantee that the depth of water within the Marina will be sufficient to enable Your Vessel to navigate safely to, from and within the Marina. You are responsible for checking that there is sufficient depth of water for safe navigation.
- 4.5. Whilst We endeavour to allocate a suitable Mooring for the Vessel Draft, the Company cannot be held responsible for any loss or damage incurred as a direct

result of insufficient depth of water at Your allocated mooring.

- 4.6. You will be responsible for all actions, proceedings, claims, damages, costs, expenses, losses and liabilities caused by or arising from any damage or injury suffered by any person or to any property where it was caused by an act, failure to act or omission by You, Your crew, passengers, guests or persons carrying out work on Your Vessel by arrangement with You or with Your consent. If the Company suffers any loss due to any such acts, failures to act or omissions then You will be liable to make payment to the Company to reimburse any loss.
- 4.7. You shall be obliged to maintain adequate insurance including third party liability cover for not less than £3,000,000, and cover against wreck removal and salvage, and, where appropriate, Employers' Liability cover to at least the statutory minimum. The Owner shall be obliged to produce evidence to the Company of such insurance within 7 days of a request to do so.
- 4.8. The owner shall, and shall procure that his crew, comply with all applicable laws when using the Marina.

#### **5. ADDRESS DETAILS AND SUBSEQUENT CHANGE OF DETAILS**

- 5.1. The Owner must supply to the Company in writing, details of the Owner's current postal address and an email address to which we can send You (or Your representative) any notice or details of any matter arising out of this Agreement. This address must be a different address to the address of the Marina. You must also provide a mobile or landline telephone contact detail for use in case of emergency.
- 5.2. The Owner must notify the Company in writing of any change of names of the Vessel or change of address or telephone number of the Owner.

#### **6. PERSONAL NATURE OF THE AGREEMENT**

- 6.1. This Agreement is personal to the Owner and relates to the Vessel described in the Agreement. It may not be transferred or assigned to a new owner or to a different vessel, either temporarily or permanently, without the express written consent of the Company and;
- 6.2. If you sell the Vessel or lose Your right to possession of the Vessel, You must immediately notify the Company in writing. You must include in the notice the date of the change of ownership or right to possession and the name and address of the new owner or person having the right to possess the Vessel. Until the Company receives a notice containing all of this information the Company will treat the Vessel as being Your property and You will continue to be responsible for all charges in connection with it and bound by the terms of this Agreement and the Regulations.

#### **7. USE OF MOORING BY THE COMPANY WHEN VACANT**

- 7.1. When the Mooring is not occupied by the Vessel the Company shall be free to permit use of the Mooring by any other vessel without giving any discount to the Owner. The Mooring should be kept clear so as not to cause an obstruction of this right.
  - 7.1.1. Owner's should advise the marina office by phone or email ([inbox@wicormarine.co.uk](mailto:inbox@wicormarine.co.uk)) if they intend to be away from the mooring for longer than 48 hours.

#### **8. TERMINATION BY THE COMPANY**

8.1. The Company shall have the right (without prejudice to any other rights in respect of breaches of the terms of this Agreement by the Owner) to terminate this Agreement in the following manner in the event of any breach by the Owner of this Agreement;

8.1.1. Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company and/or of the Company's customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time specified by the Company. Where the breach is repeated or poses an immediate risk or threat to the health, safety or welfare of any other person or property the time specified for remedy may be immediate or extremely short. If the Owner fails to effect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him to remove the Vessel from the Marina immediately.

8.1.2. Without affecting any other right or remedy The Company will be entitled to end this Agreement immediately if:-

8.1.2.1. You have a bankruptcy petition presented or die;

8.1.2.2. You are dissolved (if You are a partnership)

8.1.2.3. You provide us with details which You know to be false when applying for a Mooring and the false declaration would have reasonably affected the Company's decision to offer You a mooring.

8.1.2.4. You fail to pay your Mooring Fees.

8.1.3. If the Owner fails to remove the Vessel on termination of this Agreement whether under this Clause or otherwise, the Company shall be entitled:

8.1.3.1. To charge the Owner at the Company's Visitor Mooring Rate or the published Premium Storage Ashore Rate for each day between termination of this Agreement and the actual date of removal of the Vessel from the Marina; and/or

8.1.3.2. At the Owner's risk (save in respect of loss or damage directly caused by the Company's negligence or other breach of duty during such removal) 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 mooring or storage fees.

8.1.4. Any notice of termination under this Agreement shall be served in writing.

8.1.5. On termination of the Agreement for any reason, You shall within 7 days of the end of the Agreement and in any event prior to removing the vessel, pay all sums owed to the Company.

## **9. TERMINATION BY THE OWNER**

9.1. This Agreement may be terminated on one month's written notice by the Owner to the Company. If You terminate the Agreement in this way:

9.1.1. We will charge You a fee for the period of occupation of the Mooring which will be the lower of:

9.1.1.1. The total number of days of occupation of the Mooring (including notice period) charged at the Monthly Mooring Rate; or

9.1.1.2. The total premium set out in this Agreement.

9.1.2. We will refund You the balance of any amount You have paid us in advance, less the amount set out in Clause 9.1. and any other sums owed to the Company.

9.1.3. You shall within 7 days of the end of the Agreement and in any event prior to removing the vessel, pay all sums owing to the Company.

## **10. RIGHTS OF SALE AND OF DETENTION**

10.1. Vessels, Vehicles and any other gear or equipment left at the Marina are subject to the Torts (Interference with Goods) Act 1977 which confer on the Company the right of sale of those vessels and vehicles. Such sale will not take place until the Company has given notice to the customer in accordance with the Act.

10.2. Maritime Law entitles the Company in certain other circumstances to bring action against a Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other property.

10.3. The Company reserves a general right ("a general lien") to detain and hold onto the Owner's Vessel or other property pending payment by the Owner of any sums due to the Company, including any interest that may be due on late payments.

10.3.1. If the Agreement is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's Visitor Mooring Rate or Premium Storage Ashore Rate for each day between termination or expiry of this Agreement and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Marina.

10.3.2. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a Bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.

10.4. With reference to Clause 10.3, We reserve the right (after giving you a least 7 days written notice) to secure the Vessel or remove the Vessel from its mooring and place it under our control ashore. You agree to be responsible for the Company's costs in taking these steps. The cost of lifting and storage ashore are set out in the Price List.

10.5. The Owner will be responsible for any legal costs incurred by the Company arising out of this Clause.

## **GENERAL TERMS**

### **11. OWNER OBLIGATIONS**

11.1. You must keep the Mooring which You are allocated in a tidy condition; no boat gear, equipment or stores shall be left on the pontoons or jetties.

11.2. Your Vessel must be kept in a structurally sound and seaworthy condition. If we reasonably believe that Your Vessel is not structurally sound or seaworthy and may present a risk to the safety of the Marina or a risk to safe navigation in the Marina we reserve the right to lift the Vessel and place it ashore. Where practicable we will give You notice of our intention to lift the Vessel and an opportunity for You to do the necessary work to make the Vessel sound and seaworthy. You will be liable for any costs incurred by the Company in respect of lifting and placing the Vessel ashore and will be charged the appropriate fees for this operation as detailed in the Price List. The Vessel will not be returned to the Mooring until we are satisfied that the Vessel is structurally sound and seaworthy and poses

no threat to safety or safe navigation within the Marina and we may require You to commission a survey report (at Your expense) to demonstrate that it is structurally sound and seaworthy.

- 11.3. You must not make any addition, improvement or alteration to the Mooring or allow any structure to become temporarily or permanently affixed to the Mooring without the prior written consent of the Company.

## 12. VESSEL MOVEMENTS

- 12.1. The Company reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Marina.
- 12.2. The Company's charges for Vessel movements are detailed in the Price List which is available in the marina office. Where a specific date or tide range for haul-out or relaunch of the Vessel has been agreed between the Owner and the Company this charge alone will be payable. However where the Owner requests a different date or tide range the Company reserves the right to charge the Owner for the cost of moving other vessels to gain access to the launch point and for any attendant expenses. The Company will provide the Owner with an estimate of such costs and charges prior to incurring them.
- 12.3. The Vessel shall be berthed or moored by the Owner in the a manner and location as directed by the Company. All necessary warps and fenders shall be provided by the Owner. The Owner expressly undertakes and agrees to ensure that the Vessel is properly and safely secured and attached to the Mooring at all times. In particular it is the responsibility of the Owner to check the security of warps and fenders and to replace them when necessary. If at any time it becomes necessary for the Company to tend to the Vessel's warps or fenders, the Company reserves the right to charge you labour at the rate in the Price List along with the cost of any warps and fenders provided by the Company.
- 12.4. 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 Marina.

Advisory note: Owners, their guests and crew are advised that vessels are at all times subject to any speed restrictions and bye-laws of Portsmouth Harbour and navigation authorities and powers of regulatory authorities, including but not limited to the Maritime and Coastguard Agency and The Health and Safety Executive; there may be criminal penalties for the breach of such restrictions, requirements and bye-laws.

## 13. COMMERCIAL USAGE

- 13.1. No part of the Marina or any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purpose, except where the Owner has sought and obtained prior written Agreement from the Company.
- 13.2. No vessel or vehicle may be offered for rental, hire, charter or timeshare or be advertised or permitted to be used for such purposes except with the Company's prior written consent which it may at its sole discretion withhold.

## 14. RESIDENTIAL USAGE

- 14.1. You must not use Your Vessel for any residential purpose without obtaining the Company's prior written consent in the form of a Licence for Residential Usage,

which will be granted at the Company's absolute discretion and the Company may charge an additional fee for this licence. For the avoidance of doubt, the Vessel is deemed to be for residential use if: -

- 14.1.1. The Vessel is used as your principle place of residence; or
- 14.1.2. If anyone stays onboard the Vessel in excess of an average of more than 10 nights per month, over a three month period.
- 14.2. Where a Licence for Residential Usage is granted, it will form an integral part of this Agreement and the Company shall have the same rights against the Owner for a breach of the Licence for Residential Usage as for a breach of the terms of this Agreement.

## 15. STORAGE OF TENDERS

- 15.1. Unless specified in the special terms of Your Agreement, storage for tenders is not included. Tenders may be stowed aboard the Vessel, or, with the permission of the Company in an area designated by the Company for tender storage subject to a charge and tenders must not be left in any other part of the Marina without permission of the Company.
- 15.2. Tenders must clearly display identification and must be kept in a reasonable condition. The Company reserves the right to remove unidentified tenders without further notice.

## 16. PARKING

- 16.1. Subject to the availability of a parking space Owners and crew may only park vehicles in the Marina as directed by the Company. You must not park in a manner that blocks access to any vehicle, plant or machinery, building, walkway, road or slipway.
- 16.2. The Company will provide a parking permit for the Owner and permanent crew which must be displayed clearly in the front windscreen. Visiting crew must obtain a visitor parking permit from the marina office or [website](#) and display this clearly on the car's dashboard. The parking permit must detail which vessel the visitor is visiting and how long they are staying.
- 16.3. Where cars are left unattended in the yard for more than 24 hours between Monday and Friday We require a spare set of keys to be deposited in the marina office and the Owner agrees to allow the Company to move vehicles to ensure uninterrupted yard operations.
- 16.4. Caravans and camper vans are not permitted in the Marina without the written permission of the Company. Large vans or commercial vehicles must be parked in the area designated by the Company.

## 17. REGULATIONS

- 17.1. The Owner shall observe the Company's Regulations, copies of which are available from the Marina Office and on the website: [www.wicormarine.co.uk](http://www.wicormarine.co.uk).
- 17.2. The Company reserves the right to introduce new Regulations on the grounds of legal requirement or for the safety or security or safe and efficient operation of the Marina, and to amend such regulations as necessary. The Company will communicate amendments to the Owner by email and any such Regulations and any amendments to them shall become effective on being displayed in the marina office or other prominent place at the Marina. In the event that any such amendment to the Regulations requires some action, the Owner shall be permitted a reasonable time to comply. The Company shall have

the same rights against the Owner for a breach of the Regulations as for a breach of the terms of this Agreement.

Advisory note: Owners, their guests and crew are advised that conduct regulated and governed at various times by statutory, local authority and harbour regulations which may be more extensive than those of the Company and the breach of which may result in criminal penalties.

## **18. ACCESS TO MARINA / WORK ON THE VESSEL**

- 18.1. Subject to Clause 18.2 no work shall be done on the Vessel, gear, equipment or other goods while in the Marina without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the Owner or his crew not causing nuisance to any other customer or person residing in the vicinity, nor interfering with the Company's schedule of work, nor involving access to prohibited areas.
- 18.2. The Company reserves the right to require the Owner to move the Vessel to a designated area of the Marina before work is carried out.
- 18.3. Contractors may not work on the Vessel without the Company's permission. This permission will only be given to resident contractors and to offsite contractors who are registered with the Company who can demonstrate their competence and hold adequate insurance.
- 18.4. The Owner, members of his crew and any person carrying out work on the Vessel is responsible for reporting to the Company all accidents involving injury to any person or damage to any public or private property that occur in the Marina as soon as possible after they occur.
- 18.5. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Marina as to cause any nuisance or annoyance 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.
  - 18.5.1. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.
  - 18.5.2. Generators must not be used between the hours of 18:00 and 08:00.
- 18.6. No refuse shall be thrown overboard or left on the pontoons, jetties, or car parks or on any other part of the Marina or disposed of in any way other than in the receptacles provided by the Company or by removal from the Marina.
- 18.7. Animals may only be brought into the Marina on the condition that they are at all times kept under the control of the Owner. Dogs are to be kept on a leash. No animal shall cause a nuisance in the form of noise or fouling or the marina or any vessel.
- 18.8. The Owner shall not erect any washing line on the Vessel or within the Marina or allow any washing to be displayed on the exterior of the Vessel.
- 18.9. The Owner shall, and shall procure that his crew, comply with all applicable laws when using the Marina.

## **19. LAW & JURISDICTION**

- 19.1. This Agreement and any non-contractual obligations arising out of, or in connection with, this Agreement

shall be governed by and construed in accordance with English law.

- 19.2. Each of the parties irrevocably agrees that any and every dispute (and any non-contractual obligations, as aforesaid) arising out of or in connection with this Agreement shall:

- 19.2.1. If one party acts as consumer (meaning a natural person acting for purposes outside of a trade, business or profession), be subject to the non-exclusive jurisdiction of the English courts; or
- 19.2.2. Where no party acts as consumer, be subject to the exclusive jurisdiction of the English courts.

## **20. DISPUTE RESOLUTION SCHEME**

- 20.1. British Marine recommend that disputes arising out of or in connection with this Agreement, when they cannot be resolved by negotiation, be submitted with the written agreement of the parties, to mediation through their Alternative Dispute Resolution Scheme. Details of the Scheme are available at [www.britishmarine.co.uk](http://www.britishmarine.co.uk).