



**PREMIER**  
CHICHESTER

**CHICHESTER MARINA**

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## PREMIER MARINAS CONDITIONS OF CHICHESTER CANAL BERTHING ANNUAL CONTRACT Effective from 01.07.2020 v1.0 PROVISION OF BERTH

1.1 The Company shall allocate to the Owner a berth in the Chichester Canal.

1.2 The Company may at any time in its absolute discretion require the Owner to move the Vessel to another berth in the Canal and the Owner shall not be entitled to the exclusive use of any particular berth.

1.3 The Company shall give the Owner, the members of his family and guests, access to the Vessel over the Company's private roads pathways and across the canal bank at the place at which the Vessel is berthed.

1.4 The Company shall provide the Owner for the duration of this Agreement the facilities, privileges and services set out in the First Schedule at the rates set out in this Agreement.

1.5 The Owner shall be responsible to the Company for the observance of all the terms of this Agreement and for ensuring that his family, guests, servants and agents comply with the terms hereof and with the Rules of the Marina and the Regulations and the conduct of persons using the same.

## 2 THE CANAL

2.1 The Company shall not be under any legal responsibility or liability to hold water in the Canal at any specific level or at all.

## 3 JOINT OWNERS

3.1 Where this Agreement is entered into in joint names

3.1.1 all agreements and obligations are entered into jointly and severally by each of the persons listed as Owner on the Agreement and the Company may take action against any one or more of the Owners and/or may release or compromise in whole or in part the liability of any one or more of the Owners under this Agreement without affecting the liability of the other Owner(s);

3.1.2 a notice given to the Company under this Agreement by any one or more Owners shall operate to bind all the Owners as if it was given on behalf of all of them;

3.1.3 a notice given by the Company under this Agreement to any one or more of the Owners shall operate to bind all the Owners as if it was given to each of them;

3.1.4 references to Owner or Owners shall include all persons listed as Owner on the Agreement

## 4 OWNER'S OBLIGATIONS

4.1 The Owner undertakes to observe and perform the Rules at all times.

4.2 The Owner undertakes to observe and comply with the Marina Regulations. A copy of the Marina Regulations is available on the company's website: [www.premiermarinas.com](http://www.premiermarinas.com)

4.3 The Owner hereby warrants that:

(a) They are/is the owner(s) of the Vessel; and

(b) they shall maintain at all times a suitable policy of insurance (with a reputable insurer) for public liability and third party liability in respect of claims for damage to persons and property in the sum of at least £3,000,000 for any one event. The Company require a record of the Owner's current insurer, policy reference number and policy expiry date. The Owner must provide the Company with these details whenever the Owner changes or renews the policy. We reserve the right to request a copy of the Owners insurance certificate to confirm these details relate to an active policy; and

(c) the Total Overall Length of the Vessel is as stated on the Berthing Licence.

4.4 The Owner may not sub-licence, share or assign the berth the subject of this Agreement.

4.5 The Owner may not permit other persons to use the Vessel either by way of charter hire or loan.

4.6 The Owner undertakes to pay all existing and future rates, taxes, assessments and outgoings imposed or charged upon the Vessel or upon the Owner or occupier and also a proper proportion of any rates, taxes, assessments and outgoings imposed or charged upon the Company in respect of that part of the Canal occupied by the Company.

4.7 The Owner undertakes to pay all normal harbour dues payable in respect of the Vessel to the Chichester Harbour Authorities and to indemnify the Company against payment of such dues.

4.8 The Owner undertakes to repair and keep in good order the whole of the Vessel and to ensure that the same is at all times thoroughly sound and free from leakage and in particular shall ensure that the Vessel:-

4.8.1 The exterior shall be deep cleaned and/or repainted at least once in any 3 year period; and

4.8.2 Shall provide evidence of an inspection by a qualified independent marine surveyor at least once in any 5 year period .

4.8.3 Shall provide evidence of an annual 'Gas Test Certificate'.

4.8.4 Shall provide evidence of an 'Electrical Installation Condition Report' every three years or when the vessels electrical installation is altered in any way.

4.8.5 Shall provide evidence annually that the vessel has functional Gas, Smoke and Carbon Monoxide alarms fitted.

4.9 If the Company has reasonable cause to believe that a Vessel is not thoroughly sound and free from leakage the Company may give notice to the Owner requesting that the Vessel be lifted and a survey report carried out within 30 days by a surveyor registered with the Yacht Brokers Designers and Surveyors Association at the Owner's expense. The Vessel shall not be repositioned at a berth until any works required by such survey are completed.

4.10 In the event of the Vessel sinking the Owner shall forthwith arrange for it to be raised at his own expense and shall ensure that it is rendered watertight before placing the Vessel at a berth allocated by the Company.

4.11 In the event of any breach by the Owner of his obligations under sub-clauses 4.8, 4.9 or 4.10 or in the event of circumstances which in the sole opinion of the Company represent an emergency or in any other case if for a period of five (5) days from the date of service by the Company upon the Owner of any notice specifying a breach of such sub-clauses the Owner has not rectified such breach then at its option and without liability to the Owner the Company by its servant or agents may forthwith take such steps to rectify

the breach as the Company may think fit and the reasonable cost of the Company's so doing shall be a debt due from the Owner to the Company and payable forthwith.

4.12 The Owner shall maintain the vegetation and shrubs on the Canal banks of their allocated plot but shall not do or permit to be done anything which may damage or injure the banks of the Canal (including without limitation the digging of gardens lawns, laying of patio or paved areas or paths or planting of flowers and shrubs on the banks) or any bridge over the Canal or lock or to cause or allow the Vessel to become an obstruction to other users of the Canal,

4.13 The Owner shall not discharge or permit to be discharged into the Canal any waste refuse or other substance including but not limited to chemical sea or other toilet oil petrol tar paint or other noxious hazardous deleterious substance or material.

4.14 The Owner shall take steps to minimise the risk of release from the Vessel into any environmental medium of any dangerous substance and in the event of any such release to promptly report the same to any proper regulatory authority and the Company and to carry out such remediation clean up and preventative measures as may be required by any regulatory authority or by the Company at the Owner's expense.

4.15 The Owner shall comply at his own expense at all times with all relevant Health and Safety Laws and Local Authority requirements and regulations relating to the use or occupation of the Vessel.

4.16 The Owner shall maintain and keep in good working order and if necessary install in the Vessel a sewerage disposal system of a type to be first approved by the Company.

4.17 The Owner shall not do or permit any act or conduct on the Vessel or the Company's premises which may constitute a nuisance or which may cause inconvenience disturbance injury or annoyance to the Company or persons lawfully on the Company's premises or the Canal banks and to pay all costs incurred in abating any such nuisance or disturbance.

4.18 The Owner shall not use the Vessel or the Company's premises for any dangerous noisy or offensive occupation or for any illegal or immoral purpose.

4.19 The Owner shall inform the Company at least 30 days in advance of any change or proposed change in ownership of the Vessel and at the Company's request procure that the new owner should enter into a berthing agreement with the Company in respect of the Vessel. If the Company does not wish to enter into a berthing agreement or if the proposed new owner refuses to enter into such agreement then the Owner shall at his own expense and prior to the completion of the change of ownership remove the Vessel from the Canal. The provisions of this clause 4.19 shall survive termination of this Agreement.

4.20 The Owner shall indemnify and keep the Company indemnified from and against all actions, proceedings, claims, demands, costs, expenses, losses and liabilities occasioned by or arising from any damage or injury suffered by any person whomsoever or any property whatsoever:

(a) so far as the same may be caused by any act or default or omission of the Owner or his crew, passengers, other guests or persons carrying out work on the Vessel by the Owner's arrangement or with the Owner's consent; and/or

(b) resulting directly or indirectly from any breach by the Owner, his crew, passengers, other guests or of the provisions of this Agreement.

4.21 If the Owner fails to make payment for any services invoiced to the Owner by the Company within 30 days of such notice the Company reserves the right to:

(a) disconnect the Owner from such service or otherwise cease to provide such service to the Owner; and

(b) levy a reasonable administration fee for reconnection to such services.

## 5 MOVEMENT OF VESSEL

5.1 The Company reserves the right to move the Vessel and/or allocate a different berth for any reason and in any circumstances on the giving of 30 days notice (except in an emergency) to the Owner.

5.2 The Company shall be responsible for all costs arising from such movement where it exercises its right to move the Vessel under clause 5.1.

5.1 except when the Owner is in breach of this Agreement and has failed to comply with any notice served under clause 5 requiring the breach to be remedied.

## 6 TERMINATION

6.1 This Agreement shall start on the Start Date and shall continue until the End Date unless it is ended earlier in accordance with this Agreement.

6.2 For contracts paid annually in advance –

6.2.1 You have a 12 month berthing contract and You will have been given a specially discounted Berthing Fee for committing to that 12 month period. Therefore if You end the Agreement within that 12 month period (except as allowed in condition 6.4 of this Agreement) no refund will be due.

6.3 For contracts paid monthly by direct debit –

6.3.1 If You end the Agreement before the End Date, and give Us one calendar months' notice of your intent to end Your Agreement (except as allowed in condition 6.4 of this Agreement) or if we end the Agreement under condition 6.4 we will charge you:

- (a) for the number of calendar months of Your occupation of a berth at our Monthly Berthing Rate; and
- (b) any additional month's in lieu of notice; less
- (c) monthly instalments already made under this agreement
- (d) We reserve the right to charge You a £95 cancellation fee which is sufficient to cover our losses and expenses,

6.4 Without affecting any right or remedy available to either of us, either You or We will be entitled to end this Agreement immediately by notice in writing to the other if:-

6.4.1 the other party commits a serious or repeated breach of this Agreement and, if it can be put right, they do not put it right within 7 days of the party in breach being given a notice setting out full details of the breach and the action required to put it right;

6.4.2 the other party being a company passes a resolution for winding up or a Court makes a winding up order in respect of that party or it has a receiver, administrative receiver, manager or administrator appointed over all or any of its business or assets;

6.4.3 the other party is unable to pay its debts or becomes insolvent (in the meaning of the Insolvency Act 1986) or makes or proposes to make an arrangement with its creditors.

6.4.4 the other party, being a business, ceases or threatens to cease to carry on its business.

6.5 Without affecting any other right or remedy We may have We will be entitled to end this Agreement immediately by notice in writing to You if:-

6.5.1 You have a bankruptcy petition presented or die;

6.5.2 You are dissolved (if You are a partnership)

6.5.3 You provide us with details which You know to be false when applying for a berth and the false declaration would have reasonably affected Our decision to offer You a berth.

6.6 For the purpose of condition 6.4.1 a breach can be put right if the party can comply with the provision within the Agreement in all respects.

6.7 The rights to end this Agreement given by this condition do not affect any other right or remedy You or We may have in respect of the circumstances allowing You or Us to terminate the Agreement.

6.8 On termination of the Agreement for any reason You shall within 7 days of the end of the Agreement:

6.8.1 pay to us all amounts owing to us;

6.8.2 remove the Boat from the Marina ;

6.8.3 return Your Marina Access Control key fobs to the Marina reception.

## 7 WAIVER

7.1 The rights and remedies of the Company in respect of any breach of the Covenants contained in this Agreement shall not be affected by reason of the Company failing to exercise or delaying the exercise of any right or remedy or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release, and no single or partial exercise of any right or remedy shall preclude any further exercise.

## 8 LIMITATION OF LIABILITY

8.1 The Company does not exclude liability for death or personal injury resulting from the Company's negligence.

8.2 In any event and notwithstanding anything contained in these conditions in no circumstances shall the Company be liable, in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever, and whatever the cause thereof for any increased costs or expenses, for any loss of profit, business, contracts, revenues or anticipated savings, or for any special, indirect or consequential loss of any nature whatsoever suffered by any person.

8.3 Neither the Company or its servants or agents shall be liable for any loss or damage to the Vessel or of gear goods and chattels in the possession of the Owner or the Owner's invitees or any third party on the Vessel or on the Company's premises howsoever occurring.

## 9 MATTERS OUTSIDE THE COMPANY'S CONTROL

9.1 The Company shall not be liable to the Owner in respect of any delay in performing or for failure to perform its obligations if the delay or failure results from any necessary repair replacement maintenance of any installations or apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown

9.2 The Company shall not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from any cause or circumstance beyond its reasonable control (including, without limitation, act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government authority (including refusal or revocation of any licence or consent), fire, explosion, flood, fog or bad weather, power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles, default of suppliers or subcontractors, theft, malicious damage, strike, lock-out or industrial action of any kind).

## 10 GENERAL

10.1 In the event of any conflict between this Agreement and the Regulations of the Marina this Agreement shall prevail but if a Regulation expands a term of this Agreement or vice versa both shall apply.

10.2 The Owner acknowledges that it has not entered into this Agreement in reliance on any representations made by or on behalf of the Company.

10.3 The Company reserves the right to assign, transfer, subcontract or otherwise dispose of all or any of its rights and obligations under this Agreement upon giving 30 days written notice to the Owner.

10.4 The Company may amend or vary all or any part of the Terms and Conditions by giving 30 days written notice of such changes or variations to the Owner.

10.5 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

10.6 This Agreement shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

10.7 In this Agreement words importing the singular include the plural and vice versa and words importing one gender shall include any gender. References to persons include bodies corporate and unincorporated associations and partnerships.

10.8 The headings in these conditions shall not affect their interpretation.

10.9 Any and all notices served by the parties with respect to this Agreement shall be deemed sufficiently given when forwarded by hand or sent by first class recorded delivery post to the address of the addressee as set out in this Agreement (in the case of the Owner), or to the local office from time to time of the Company, or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this condition. Notices shall be deemed to have been received if sent by first class post, two business days after posting exclusive of the day of posting or if delivered by hand on the day of delivery. In proving service, by delivery by hand it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee and by post it shall be necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

10.10 All obligations, undertakings and warranties by the Owner in the Agreement undertaken or given by more than one person are undertaken or given jointly and severally.

10.11 In no event shall any delay, failure or omission on the part of either of the parties in enforcing, exercising or pursuing any right, power, privilege, claim or remedy which is conferred by this Agreement or arises under this Agreement or arises from any breach by any of the parties to this Agreement of any its obligations hereunder be deemed to be or be construed as:

10.11.1 a waiver thereof of any other such right, power, privilege, claim or remedy in respect of the particular circumstance in question; or

10.11.2 operate so as to bar the enforcement or exercise thereof or of any other such right, power, privilege, claim or remedy in other instance at any time or times thereafter.

## 11 DEFINITIONS

11.1 In these conditions the following words and meanings apply:

“Agreement”: the Chichester Canal Berthing Agreement, these terms and conditions and the Marina Regulations;

“Berthing Fee”: the amount payable to the Company for the use of a berth, in accordance with the Company’s price list;

“Company”: Premier Marinas Limited;

“Canal”: the Chichester Canal between the Chichester to Birdham Road at Birdham and Saltern Lock;

“Local Authority”: Chichester District Council

“Local Office”: Chichester Marina, Birdham, Chichester, PO20 7EJ

“Marina”: Chichester Marina;

“Rules”: the rules set out in the Second Schedule;

“Regulations”: the Regulations of the Marina issued from time to time;

“Sewage Pipe”: pipe laid in the Canal by the Company to remove sewage and other waste water products from houseboats;

“Terms and Conditions”: the terms and conditions of the Chichester Canal Berthing Agreement as amended or modified from time to time

## THE FIRST SCHEDULE

1. The Owner may take reasonable quantities of fresh water via a hosepipe from the taps provided by the Company for use on the Vessel free of charge provided that the Company shall not be liable to the Owner for any disruption in supply howsoever caused. The Company reserves the right to make a charge for water usage on the giving of 30 days written notice to the Owner.
2. The Owner may park one private motor car during occupancy of the Vessel in such car parking area (but not in any particular place in such area) as the Company may from time to time provide for the parking of cars belonging to the Owners of Vessel using the Canal.
3. The Owner may deposit dry rubbish and garbage in the bins provided by the Local Authority at the place designated by the Company nearest to the berth for the Vessel.
4. The Owner may use the toilet facilities provided by the Company including the water closets and water basins free of charge provided that the Company shall not be liable to the Owner if such toilet facilities are not available due to frost or other accident or defect howsoever caused.
5. The Owner may request connection to the Sewage Pipe in the Canal but such connection and associated costs must be paid for by the Owner. The Company will not be responsible to the Owner for any disruption to the usage of the Sewage Pipe howsoever caused.
6. The Company will maintain and keep clean and tidy during the period of this Agreement the private car parks paths and roadways belonging to the Company.
7. The Company will provide such lights as the Company may in its absolute discretion consider to be necessary on the private roadway.
8. The Owner may request connection to an electricity supply via the Bollards on the path leading to the Vessel. The Company and the supply to the Vessel will be metered and the Owner will be invoiced monthly by the Company. The Owner will be responsible at the Owner's expense for the upkeep and maintenance of the connection from the Bollards to the Vessel.

## THE SECOND SCHEDULE

1. All persons using the Company's premises must comply with these Rules.
2. No vessel may be berthed or anchored in the Canal in any place other than in the berth allocated from time to time by the Company.
3. No vessel shall be careened in the Canal nor shall the bottom of the vessel be cleaned in the Canal except with the express permission of the Company in writing.
4. The Company's permission must be obtained for the employment of any contractor other than the Owner himself and members of his family or the Company's servants to undertake work on any vessel vehicle or other property on the Company's premises or while afloat in any of the Company's berths. That permission may be granted or withheld at the absolute discretion of the Company. A copy of the contractor's third party liability insurance must be deposited at the local office prior to commencement of the work.
5. No person may solicit or carry on any business on the Company's premises.
6. All craft shall navigate with due care and attention at a speed not exceeding six knots and shall not be handled in any circumstances under sail in the Canal.
7. All watersports are prohibited in the Canal including but not limited to dinghy sailing, rowing, canoeing, waterskiing, water scooting and sailboarding.
8. No person shall cause any obstruction on any roadway footpath or bank of the Marina or the Canal or in the Canal itself or leave or deposit any equipment, boats (other than the Vessel) or rubbish thereon including without limitation dinghies, floating platforms or tenders.
9. The banks slipways pontoons and quays are to be kept clear clean and tidy and all garbage and rubbish shall be placed in suitable receptacles for collection. No rubbish or waste material may be deposited in the Canal or the Marina.
10. No washing lines may be put up ashore.
11. No fishing is allowed from the banks of the Canal or the Marina without the Company's prior written permission.
12. No swimming for pleasure is allowed in the Canal or Marina.
13. The Owner must not play or use or permit to be played or used on the Vessel any instrument apparatus or equipment that produces sounds audible outside the Vessel.
14. All pets and domestic animals must be kept under proper control. No pets or domestic animals may be kept aboard vessels used as houseboats without the prior written permission of the Company.
15. The Company reserves the right to prevent any Vessel leaving the Canal unless and until all outstanding sums due to the Company have been paid.
16. All persons using the private roads of the Company shall observe the speed limits in force when it is safe to do so, and should at all times drive with extreme care.
17. Caravans, campervans or tents may not be stationed or erected in the car park or elsewhere on the Company's premises.
18. No structure may be erected on the banks of the Canal without the prior written permission of the Company. Structure includes but is not limited to sheds, greenhouses, huts, fences, walls, hedges and trees. The Company has the right to remove any structures which are erected in breach of this clause.
19. No Vessel berthed in the Canal under the agreement may be sub-let to any person without the prior permission of the Company in writing, such permission not to be unreasonably withheld. In the event of

such permission being granted, the Owner accepts responsibility for the observance of the terms and conditions of this agreement by the sub-tenant.

20. These Rules may be revised, altered or amended from time to time by the Company. Upon such notice of amendment being displayed at the Company's offices and served on the Owner it shall be deemed to be incorporated therein.

21. No interior or exterior alterations affecting the outward appearance of the Vessel may be made without the prior approval of the Company in writing.