

TERMS AND CONDITIONS FOR THE USE OF AND FOR THE SUPPLY OF SERVICES BY UNIVERSAL MARINA ("CONDITIONS")

These Conditions shall apply to any and all persons entering and using the MARINA for any purpose and shall govern the contractual relationship between the COMPANY and CUSTOMERS, as more specifically detailed below.

DEFINITIONS:

BERTH is a defined space on the water allocated to the CUSTOMER by the COMPANY for the BOAT during the term of the CONTRACT.

BERTHHOLDER means a person whose application (paper or electronic form) for a BERTH has been accepted by the COMPANY.

BOAT means the vessel specified in the CONTRACT which is authorised by the COMPANY to use the allocated BERTH or SLOT.

COMPANY means John Willment Marine Limited (COMPANY registration number: 00707628. VAT No. 222716095 Registered Office: The Pod, Universal Marina, Crableck Lane, Sarisbury Green, Southampton, Hampshire, SO31 7ZN), trading as Universal Marina and shall include any holding or subsidiary COMPANY of the COMPANY.

CONTRACT means the separate agreement in writing entered into between the COMPANY and the CUSTOMER for a BERTH or a SLOT setting out the specific details of the goods and services to be provided by the COMPANY to the CUSTOMER and shall incorporate these Conditions.

CONTRACTOR means a person that enters the MARINA to undertake paid work on a BOAT under the instruction of the CUSTOMER or the COMPANY.

CUSTOMER means the owner of the BOAT, the owner's representative or any other person using the goods or services offered by the COMPANY, including the DRY STACK CUSTOMER, the BERTHHOLDER and the STORAGE ASHORE CUSTOMER.

DRY STACK SLOT is a space within the DRY STACK storage facility, allocated at the discretion of the COMPANY for the BOAT during the term of the DRY STACK CONTRACT.

HARDSTANDING refers to areas on the land used for STORAGE ASHORE

ENVIRONMENTAL GUIDELINES refer to all or any environmental guidelines set by the COMPANY.

HEALTH AND SAFETY GUIDELINES refers to all and any Government Health and Safety guidelines and those set by THE COMPANY.

LOA (length overall) means the total length of the BOAT including davits, bowsprit, boarding ladder, bathing platform, stern drive, tender, outboard engine, rudder, anchor, pulpit, pushpit and any other extensions fore and aft of the BOAT. The rudder, stern drive or outboard element of the LOA will be measured at its shortest overhang position.

MANAGER means the person or their representative who shall be responsible for day-to-day operations of the MARINA.

MARINA means all parts of Universal Marina, including all property owned by, under the custody control of or situated within the COMPANY'S property, including docks, pontoon, jetties, quays, piers, mud marshes, berths, sheds, workshops, offices, hardstanding, roadways, pathways and car park.

SLOT means a space on the land within the MARINA including a STORAGE ASHORE SLOT and DRY STACK SLOT.

STORAGE ASHORE means storage on land within the MARINA.

STORAGE ASHORE CUSTOMER means any person who has entered into a CONTRACT with the COMPANY for a STORAGE ASHORE CONTRACT.

SUB-CONTRACTORS. Sub-contractors are not allowed to operate in Universal Marina. All CONTRACTORS must enter a separate, individual contract and be registered as a sole contractor with Universal Marina.

USERS means ALL persons entering into/onto the MARINA for whatever purpose.

INTERPRETATION:

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

A reference to a **holding COMPANY** or a **subsidiary** means a holding COMPANY or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to writing or written includes fax and email.

1. CONTRACT

1.1 The CUSTOMER will be required to enter into a CONTRACT with the COMPANY. Until such a CONTRACT is concluded the COMPANY reserves the right to charge the CUSTOMER the COMPANY'S prevailing daily rates until the date such CONTRACT is signed, irrespective of whether any previous expired CONTRACT with the COMPANY existed. Additional services will be charged at the COMPANY'S prevailing list price.

1.2 Where the CONTRACT is not adequately completed or returned to the COMPANY, and invoices have been settled by the CUSTOMER and/or the provision of goods or services by the COMPANY accepted by the CUSTOMER, these Conditions shall be deemed to have been accepted in whole by the CUSTOMER.

1.3 The COMPANY'S tariff of charges to the CUSTOMER will be calculated using the BOAT'S LOA and the COMPANY reserves to right to audit the LOA at any time.

1.4 All CUSTOMERS will submit the LOA of the BOAT within their application from which a quoted price will be determined, however this measurement will be checked by the COMPANY within 30 days of CONTRACT start date, after which any required adjustments to pricing will be reflected in the charges.

1.5 The COMPANY reserves the right to amend its price list or to add services at any time.

1.6 The CONTRACT is granted to the CUSTOMER for 12 months at a time (as specified in the CONTRACT) for a BERTH or SLOT allocated by the COMPANY.

1.7 The COMPANY reserves the right to move or re-berth any BOAT, gear, equipment or other property at any time for reasons of safety, security or good management of the business and MARINA without prior notice to the CUSTOMER.

1.8 The COMPANY requires the CUSTOMER to remove all headsails, mainsail, dodgers or items that could cause undue windage (excluding cabin covers on motor cruisers) in respect of any BOATS on the STORAGE ASHORE.

1.9 Payments shall be deemed to have been made when the COMPANY receives cash or funds cleared in its bank account.

1.10 No BERTH or SLOT will be reserved or allocated until all fees have been received in terms of clause 1.9.

1.11 In the event that CUSTOMERS' invoices become overdue the CUSTOMER will cease to qualify for any discount or group scheme and will lose such discounts applied to any overdue invoice(s) and in such event the full list price for fees will be applied for all further services, berthing or storage services.

1.12 The COMPANY reserves the right to charge interest and a late payment fee of £50 on any invoice in arrears in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002 and 2013 and any other superseding legislation. Interest is charged at the Bank of England base rate that applies during the period in which the debt falls due PLUS 8%.

1.13 In addition to clause 1.11 the COMPANY reserves the right to exercise a lien over the CUSTOMER'S BOAT until the debt including any accrued interest and charges has been discharged. The COMPANY further reserves the right to remove the BOAT from its BERTH and put it on the HARDSTANDING, then charge the CUSTOMER per the published daily rates for lifting and storage accordingly.

1.14 The CUSTOMER shall be liable to pay the COMPANY any reasonable costs and expenses incurred by the COMPANY in seeking to enforce its rights or recover any outstanding sums due under the CONTRACT from the CUSTOMER including, without limitation, legal fees, court fees and process server fees

1.15 All CONTRACTS have a fixed term period and no refunds shall be made for early termination of the CONTRACT. Any cancellation of direct debit instruction by the CUSTOMER or any return of any direct debit due to lack of funds will lead to the remaining balance of the CONTRACT becoming immediately due and payable in full and subject to the late payment charges set out above.

1.16 Direct debit CUSTOMERS must complete and return their signed direct debit mandate to the COMPANY at least 14 days prior to the CONTRACT start date. If this is not possible the CUSTOMER must pay the first instalment upon signature of the CONTRACT.

2. THE MARINA - Conditions of Use

CUSTOMERS and USERS acknowledge and undertake at all times:

2.1 that the COMPANY shall have free and unimpeded access to the BOAT at all times;

2.2 not to leave the MARINA without full settlement of the CUSTOMER'S account;

2.3 to comply with all applicable operational documents and procedures issued by the COMPANY from time to time and all reasonable instructions of the COMPANY. Failure to comply with such operational instructions may incur an administrative charge of £50 at the COMPANY'S discretion;

2.4 that the BOAT will be moored only in the BERTH allocated by the COMPANY from time to time or by the prior written consent of the COMPANY;

2.5 to notify the MANAGER prior to the departure of the BOAT from the MARINA, providing notice of the anticipated time and date of departure and/or return where practical, for safety and security purposes;

2.6 that the COMPANY has the absolute right to allocate the BERTH to another CUSTOMER when the BERTHOLDER has temporarily vacated their BERTH; BERTHOLDERS who give the MANAGER 7 days' notice of vacating their BERTH for more than 4 consecutive nights will have their account credited with 50% of any revenue made by the COMPANY for using the BERTH;

2.7 not to sublet their BERTH to any third party without the express written permission of the COMPANY;

2.8 to deposit keys giving full access to the BOAT with the MANAGER at the MARINA reception who will act as key holder;

2.9 to give authority to the COMPANY to move the BOAT and provide the COMPANY with a list of personnel to whom the keys may be issued;

2.10 that the BOAT shall be berthed in such a manner and in such a location as the COMPANY may require. All necessary warps and fenders must be provided, fit for use and must be properly and safely secured to the BOAT and pontoon at all times. Failing to comply with the former the COMPANY reserves the right to supply or replace such items and to charge the BERTHHOLDER for time and cost of materials accordingly;

2.11 except with written consent of the COMPANY which may be withheld at the COMPANY'S sole discretion not to use any part of the MARINA or the BOAT for any commercial activities or purposes including hiring, embarkation of charter parties, sale or demonstrations for sale or hire of the BOAT. The occasional use of the BOAT by invited guests of the BERTHHOLDER on payment to the BERTHHOLDER of a contribution towards the actual running costs of the said BOAT shall not be deemed a commercial activity purpose hereunder;

2.12 not to live aboard the BOAT nor permit any other person to live aboard the BOAT. For this condition a person shall be deemed to be 'living aboard' a BOAT if he/she spends more than 14 nights aboard in any 30-day cycle;

2.13 to notify when practical, the MARINA reception of overnight stays to assist with the COMPANY's security operations;

2.14 to navigate and control the BOAT in the MARINA in a seaman like manner so as to cause no danger or damage or inconvenience to any other CUSTOMER, USER, BOAT or the MARINA; In particular the BOAT shall proceed at a speed that is safe in relation to prevailing conditions and shall at all times comply with the speed restrictions and regulations imposed by the Hamble River Harbour Authority;

2.15 that the COMPANY has the right to board and enter (by force if necessary) the BOAT to carry out any emergency work without prior notice to the CUSTOMER if it is in the COMPANY'S opinion that such work is necessary for the safety of the BOAT or the safety and/or convenience of other CUSTOMERS and USERS. The BERTHHOLDER shall pay on demand the COMPANY'S reasonable charges for such work;

2.16 To ensure halyards, flags, banners, wind generators and other items attached to the BOAT are secured so as not to cause any noise nuisance to other CUSTOMERS and USERS;

2.17 to keep the BOAT in a good, clean and operable condition at all times;

2.18 not to erect washing lines nor visibly dry clothes on the BOAT or elsewhere;

2.19 not to stow dinghies, tenders and rafts on or alongside the BOAT unless otherwise agreed in writing by the COMPANY;

2.20 to mark the BOAT and any dinghies, tender trailers and cradles clearly with the name of the BOAT. It is recommended that any other equipment, which is not stored securely in the BOAT, must also be clearly marked with the name of the BOAT. If unmarked items remain at the MARINA for a period exceeding one month, then at the discretion of the COMPANY the items can be removed and disposed of by the COMPANY at cost to the CUSTOMER or USER;

2.21 not to store, fix or leave parts of the BOAT or other equipment including dinghies, gear fittings, fenders, trailers, supplies stores or similar items upon the pontoons, jetties, car parks or otherwise in the MARINA without the prior written consent of the COMPANY, which consent may be granted or refused by the COMPANY in its absolute discretion;

2.22 to comply with all instructions of the MANAGER in connection with all matters relating to the safe and efficient operation of the MARINA;

2.23 to return all luggage trolleys to the designated trolley storage area after use;

2.24 not to operate or permit to be operated within the MARINA an engine generator, other machinery or equipment, a radio or any other apparatus so as to cause any noise nuisance, annoyance or inconvenience to other MARINA users or any person residing in the vicinity of the MARINA;

2.25 to only access the MARINA via designated entrances. Entry upon all adjoining land and water to the MARINA owned by the COMPANY is forbidden.

2.26 maximum speed for a car and or any other vehicle is 5mph in the MARINA and 15 mph over the Marina's access road and must at all times be observed;

2.27 not to fish, swim, cause a disturbance, conduct anti-social behaviour or bait dig within the MARINA;

2.28 to report to the MANAGER immediately any accident, incident or injury that occurs within the MARINA; and

2.29 to observe the bylaws of the Hamble River Authority and all other statutory rules and regulations affecting the MARINA and the river.

3. Lifting and Launching

CUSTOMERS and USERS acknowledge and undertake at all times:

3.1 to provide accurate information and hull diagrams prior to lift out. Accurate lifting points should be marked on all vessels for lifting.

3.2 to remove all sails prior to lift out.

3.3 to remove Speed logs and blanks fitted prior to lift out. The COMPANY accepts no responsibility for damage caused to such items during lifting operations if these have not been removed.

3.4 not to carry out alterations to cradle legs, boat stands and blocks without the prior approval and consent of the COMPANY

3.5 to comply with all instructions given by the Lifting Team before and after lifting and ensure that Lifting areas are kept clear at all times.

4. Dry Stack

CUSTOMERS and USERS acknowledge and undertake at all times:

4.1 to comply with any and all operational requirements for the lifting of boats and for the operation of the Dry Stack storage

4.2 to ensure boats are left ready to be lifted. Engine legs should be trimmed up and trim tabs should be fully raised. The COMPANY cannot accept responsibility for damage to trim tabs if left in a lowered position.

4.3 to ensure boat's bilges are kept clean, bungs removed on lift out, CUSTOMERS are liable for any leakage onto other vessels which may occur as a result of failure to do so.

4.4 Dry stack slots are allocated on the basis of the measurements of your boat and any such accessories such as bimini covers supplied by you. The COMPANY cannot accept any responsibility for damage caused as a result of incorrect measurements or changes in CUSTOMER'S boats dimensions or accessories.

5. HEALTH & SAFETY

CUSTOMERS AND USERS acknowledge and undertake at all times:

5.1 not to bring any dangerous, inflammable, poisonous or noxious substances, spirits, oil, petrol or flammable fluid, gas or solid into the MARINA or store such substances on the BOAT except in properly secured containers expressly designed to contain such substances against leakage or escape. Any containment costs of containing any leakage or escape shall be charged to the CUSTOMER'S account; and

5.2 to take all necessary precautions against the outbreak of fire on the BOAT. At least one fire extinguisher in or upon the BOAT suitable for the type of engines, fuel and equipment relating to the BOAT and of a kind that shall be approved by the appropriate regulatory authority must be provided. Such extinguishers shall at all times be kept instantly ready for use and in good and efficient working order.

6. WASTE & RECYCLING

CUSTOMERS AND USERS acknowledge and undertake at all times:

6.1 to separate and deposit waste only in the designated bins provided by the COMPANY (e.g. general waste, cardboard and glass) and not to dispose of the same overboard or to leave it on the pontoon, jetties or other parts of the MARINA. To take all steps to remove oil, petrol, tar, paint, antifouling, bleach, sewage and any other similar noxious substances from site and to dispose of in accordance with the prevailing environmental provisions. Under no circumstances shall such substances be discharged into the water, sewage system or elsewhere in the MARINA;

6.2 not to dispose of out of date flares or other pyrotechnics within the MARINA. Where no appropriate waste receptacle is provided such waste remains the responsibility of the CUSTOMER or USER.

7. CONTRACTORS & WORK ON BOATS

CUSTOMERS, CONTRACTORS AND USERS acknowledge and undertake at all times:

7.1 that no paid work shall be carried out on the BOAT, gear, equipment, or other goods while in the MARINA without written or email consent from the vessel owner and subject to conditions of the COMPANY. This excludes minor running repairs or routine maintenance undertaken by the CUSTOMER. The COMPANY will designate suitable space from time to time at its sole discretion for all works undertaken in the MARINA;

7.2 to clear all general waste daily and to deposit such waste in suitable designated receptacles. To remove all oil, petrol, tar, paint, antifouling, bleach, sewage and any other similar noxious substances from site and to dispose of in accordance with the prevailing environmental provisions. Any failure to clear away such waste will result in the COMPANY itself directing such CUSTOMER or USER to remove such waste at their own cost or the COMPANY may clear and remove such waste at the cost to the CUSTOMER or USER;

7.3 not to construct or complete the construction of any BOAT within the MARINA without the prior written consent of the COMPANY. Such consent may be granted or refused by the COMPANY at its absolute discretion;

7.4 no CONTRACTOR shall work on the BOAT in the MARINA unless the CONTRACTOR has a permit issued by the MANAGER of the COMPANY and has third party liability insurance in the sum of at least £5,000,000 (Five Million Pounds Sterling);

7.5 to behave in a considerate manner and in such a way so as not to cause nuisance, annoyance or inconvenience to any other CUSTOMER or USER;

7.6 to ensure that dust and dirt or other substances do not soil the immediate area of the BOAT or HARDSTANDING and any fouling that should occur is removed immediately;

7.7 that all paid work is carried out in full compliance with all Health and Safety and Environmental laws and THE COMPANY'S Health and Safety guidelines and Environmental guidelines. The COMPANY shall not be responsible to CUSTOMERS or third parties for the consequences of any person's failure to respect any part of this condition, but the COMPANY shall be entitled to demand the immediate cessation of any work, which in its sole opinion breaches these Conditions

7.8 not to undertake any work on the HARDSTANDING (i.e. raising sails, starting engines, use of dangerous chemicals) that in any way endangers any person or damage to equipment, the surrounding area or other BOATS.

7.9 It is the responsibility of CONTRACTORS to ensure any sub-contractors they might engage as part of contracted work must register as a separate contractor with the COMPANY.

8. PARKING

CUSTOMER AND USERS acknowledge and undertake at all times:

8.1 to park their vehicles in designated parking areas within the MARINA and in accordance with its policies and fee structures of the COMPANY which it publishes from time to time. All vehicles parked in the MARINA are parked at the sole risk of the CUSTOMERS and USERS. Any vehicle parked in a non-designated area or on any yellow line may be wheel clamped and the owner of the vehicle will be charged a release fee of £100;

8.2 not to park caravans (motor or trailer) or other vehicle adapted or designed for sleeping or to erect tents in any part of the MARINA;

8.3 to provide the COMPANY with details of designated vehicle registration number plates to be used in conjunction with the parking system;

8.4 the COMPANY reserve the right to move any vehicle parked within the Marina.

9. PETS

9.1 Animals must be kept under control and on a lead and must not cause inconvenience in the form of noise, fouling of pontoons or the communal areas or otherwise. Any fouling of the MARINA by an animal must be cleared up by the CUSTOMER or USER and placed in the appropriate bin or removed from site.

10. INSURANCE

CUSTOMERS may be liable to the COMPANY for any loss or damage caused by them, their crew or their BOAT while their BOAT or other property is at the MARINA and agree:

10.1 to maintain in full force and effect, public liability insurance in an amount of a minimum of £5,000,000 for the potential damage to any BOAT and any other property in the MARINA in the care, custody or control of the CUSTOMER, together with such other insurance as is normal for a BOAT of its size and power and description with an insurance COMPANY of repute and for such additional risks as the COMPANY may from time to time reasonably require;

10.2 that the CUSTOMER shall furnish the COMPANY with legible copies of the current insurance certificate and policy of insurance together with a copy of receipt for the last premium paid which policy shall endure for the full period of the CONTRACT; and

10.3 that CUSTOMER shall not cancel, surrender or materially alter the terms of such insurance policy without the prior written consent of the COMPANY.

11. SERVICES

Electricity, water and WIFI is provided by the COMPANY to the CUSTOMER solely for the use of the BOAT and CUSTOMERS subject to the following terms and conditions:

11.1 the COMPANY cannot guarantee continuous supply of services and it accepts no responsibility for loss or damage arising out of the supply of services or their termination;

11.2 all users of the electrical supply shall at all times ensure their connectors and cables are fit for purpose and meet all regulatory standards;

11.3 the maximum load when available on each outlet is 16 Amps. Overloading will cause trips to activate and immediate re-connection may not be possible. Reconnection may not be carried out, outside of office hours;

11.4 it is the responsibility of the CUSTOMER or USER to ensure that any fixed electrical installation on the BOAT is fit for purpose. This minimises corrosion through electrolysis from shore supply and meets the appropriate electrical standards. The BERTHING INSTRUCTIONS FOR CONNECTION TO THE SHORE SUPPLY provided by the COMPANY must be followed when arriving and leaving the MARINA. Only one shore side connection may be made to the Boat unless prior arrangements are made with the COMPANY; and

11.5 the COMPANY reserves the right to disconnect such services if the CUSTOMER is in arrears or in the sole opinion of the COMPANY such disconnection is required due to any health, environmental or safety factors being present.

12. LIABILITY

12.1 the COMPANY shall take all reasonable and proportionate steps having regard to the nature and scale of its business to maintain security at the MARINA, and to maintain its facilities and equipment in reasonably good working order; but in the absence of any gross negligence or other breach of duty by the COMPANY, BOATS and other property are kept at the MARINA at the CUSTOMER'S sole risk and CUSTOMERS should ensure that their own personal and property insurance covers such risks. Any person entering and using any part of the MARINA or its facilities for any purpose, whether by invitation or otherwise, does so entirely at their own risk.

12.2 the COMPANY shall not be under any duty or obligation to salvage, preserve a CUSTOMER'S BOAT or other property from the consequences of any defect in the BOAT unless it has been expressly engaged to do so by the CUSTOMER on agreed commercial terms with the COMPANY. Similarly, the COMPANY shall not be under any duty to salvage or preserve a CUSTOMER'S BOAT or other property from the consequences of an accident which has not been caused by employees or by some other breach of duty and care of the COMPANY and its employees. The COMPANY, however, reserves the right in any appropriate circumstances to salvage or preserve a CUSTOMER'S BOAT, particularly where a risk is posed to the safety of people, property or the environment. Where the COMPANY exercises this right, it shall charge the CUSTOMER a fee in accordance with its standard fees for such services or such cost it deems reasonable.

12.3 nothing in these terms and conditions shall limit or exclude any parties' liability for death or personal injury caused by the COMPANYS' negligence, or the negligence of its personnel, agents or subcontractors, or in the case of fraud or fraudulent misrepresentation.

12.4 subject to clause 10.3, the COMPANY shall not be liable to any CUSTOMER or USER, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss or damage to any BOAT or property, loss of business, loss of profits, or any indirect or consequential loss arising under or in connection with the CONTRACT or these Conditions.

12.5 subject to clause 10.3, the COMPANY'S total liability to any CUSTOMER or USER, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the CONTRACT or these Conditions shall be limited to the total fees paid by the CUSTOMER to the COMPANY in the 12 months' preceding the claim.

13. TERMINATION

13.1 the COMPANY may terminate the CONTRACT with CUSTOMERS with immediate effect by serving written notice if any of these Conditions are breached. It further reserves the right to recoup any costs associated with this termination including the removal and transport of the BOAT from the MARINA.

13.2 without affecting any other right or remedy the COMPANY will be entitled to end this CONTRACT immediately by notice in writing to the CUSTOMER if the CUSTOMER has a bankruptcy petition presented; dies or provides details which the CUSTOMER knows to be false when applying for a berth and the false declaration would have reasonably affected the decision to offer a berth or dry stack slot.

13.3 termination of contracts with the COMPANY requires 3 months' notice.

13.4 termination of annual contracts will be recalculated based on the appropriate rate for the season and duration and will not just attract a pro rata equation.

14. DIVING ACTIVITIES

BOATS berthed at the MARINA requiring any diving activities within the MARINA are required to seek prior authority and to complete a Dive Request form which must be approved by the Hamble River Harbour Master. Copies of these forms are available in the Marina Office.

15. PRIVACY

THE COMPANY is committed to protecting and respecting your privacy. The Privacy and communications policy are set out on our website. In performance of our CONTRACT with you it is agreed that we can contact you with important information about Universal Marina as it affects you, including for operations and accounting purposes. For the purposes of the relevant data protection legislation the data controller is THE COMPANY. Details of the Data Protection Officer can be obtained from the prevailing Privacy policy.

16. NOTICES

16.1 notice to a CUSTOMER shall be sufficiently served if personally handed over or is sent by post to the CUSTOMER's last known address or is emailed to the CUSTOMER at an email address supplied by the CUSTOMER. Notices to the COMPANY must be sent to Universal Marina offices at Crableck Lane, Sarisbury Green, Southampton, SO31 7ZN.

16.2 the provisions of this clause shall not apply to the service of proceedings or any documents in any legal action in which our address of our registered office must be used.

17. MISCELLANEOUS

17.1 the CONTRACT is exclusive to the BOAT and the CUSTOMER and may be transferable to a new BOAT or third party, at the sole discretion of the COMPANY and subject to availability.

17.2 nothing in these Conditions shall create or shall be deemed to create the relationship of landlord and tenant between the parties, or any partnership or joint venture between the parties, or constitute any party the agent of the other, or authorise any party to make or enter into any commitments on behalf of any other party, unless expressly stated otherwise in these terms and conditions.

17.3 the COMPANY expressly reserves the right to introduce new terms or vary these terms and conditions to promote the better administration of the MARINA in the interests of the CUSTOMERS and USERS as a whole or to comply with any applicable statutes, regulations or bylaws. Any such amendments will be displayed at the MARINA office or will be available on request and will be deemed to be incorporated at the date and time when first displayed.

17.4 if at any time any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

17.5 where the COMPANY is unable to perform any of its obligations due to fire, flood, storm, earthquake or other natural disaster, explosion, riot, terrorism, malicious damage or any other act, breakdown of equipment, unavailability of staff, omission or state of affairs beyond the COMPANY'S control, the COMPANY shall be relieved of all its obligations and shall incur no responsibility or liability in respect thereof whether for damages or otherwise.

17.6 no one other than a party to the CONTRACT shall have any right to enforce any of its terms.

17.7 these Conditions shall be governed by and construed in accordance with English law and any disputes arising under the terms shall be submitted to the exclusive jurisdiction of the English Courts.

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