****

**MOORING AGREEMENT & TERMS OF BUSINESS**

EDITION 13.2

**BRUNDALL GARDENS MARINA LTD**West Lane, Brundall, Norwich, NR13 5RG  
01603 920905 office@brundallgardensmarina.com

THESE TERMS OF BUSINESS APPLY TO ALL CONTRACTS FOR WORK AND FACILITIES OR GOODS UNDERTAKEN ON OR AFTER 1ST JANUARY 2024

1. **INTERPRETATION** 
   1. In these Terms, unless the context requires otherwise:

**BGM** means Brundall Gardens Marina Ltd its successors and assigns and any of its employees, agents or other persons authorised by BGM to act on its behalf.

**Marina** means the marina, moorings and all such other water space and land associated with the marina and within the ownership of BGM.

**Owner** means the person(s) or entity named as Owner in these Terms and includes an employee of the Owner, authorised agent or a person in charge of the Vessel with the Owner’s permission or any other person with a right in the Vessel;

**Vessel** means the vessel named in these Terms (or one that is substituted for it with BGM’s prior written consent) and includes its gear or equipment or other goods (whether belonging to the Owner or not).

1. **OWNERS’ OBLIGATIONS**
   1. The Owner warrants that he/she is either the lawful owner, or the authorized agent of the lawful owner of the Vessel and any other party who is or may become interested in the Vessel. The Owner warrants that he accepts these Terms not only for himself, but also as authorized agent for and on behalf of the lawful owner of the Vessel and any other person who is or may become interested in the Vessel.
   2. The Owner must provide to BGM in writing, details of the Owner’s current residential address. This address must be a different address to the address of the Marina.
   3. The Owner shall be obliged to produce evidence to BGM of such home address prior to commencement of the agreement, such as a valid UK Driver’s License, utility bill, council tax bill and/or bank statement.
   4. The Owner shall also supply photographic identification such as a valid UK Driver’s License or Passport. BGM will retain a copy to be held on file.
   5. The Owner must notify BGM in writing of the details of any change of names of the Vessel or change of address or telephone number or email address or bank account of the Owner.
   6. The Owner may not use the Marina postal address for any reason whatsoever. All personal mail should be directed to the Owner’s home address. If BGM receives any mail it will be returned to sender. Owner’s may make prior arrangements with BGM for the purposes of receiving deliveries where it is reasonable and practical for them to arrive directly to the Marina, subject to express permission from BGM and at the discretion of BGM.
2. **PARKING**
   1. Owners are required to park their vehicles and boat trailers in such a position and in such manner as shall, from time to time, be directed by BGM.
   2. Owners are not permitted to park their vehicles at the Marina for a continuous period of three weeks or more.
   3. BGM are authorised without notice to move any vehicle or trailer at the risk of the Owner, obtaining forcible entry into the vehicle if necessary for such purpose, without being liable for any damage thereby occasioned. **BGM will take all reasonable steps to contact Owners** prior to attempting forcible entry.
   4. All vehicles parked by Owners at the Marina must be suitably taxed, MOT’d and insured for use on public highways and be maintained such that they can be immediately removed if required.
   5. The car park is intended for vehicles belonging to Owners and their guests only; boat trailers may only be parked for short periods as agreed by BGM from time to time, and in a location agreed by BGM.
   6. No other boats, vehicles, motor homes, caravans, tents, equipment, tools or sundry items may be parked, stored or used in the car park or elsewhere on the premises under any circumstances unless prior written permission is obtained from BGM.
3. **BERTHS**
   1. Berths shall not be loaned, transferred or used by any other Vessel whatsoever and any berth shall be occupied only by the Vessel in whose name it is booked.
   2. Vessels may not be moved to another berth without the express permission of BGM, not to be unreasonably withheld.
   3. Nothing in these Terms shall entitle an Owner to the exclusive use of a particular berth.
   4. No part of the Marina or Vessels moored thereto shall be used by Owners or any other persons for any use other than private leisure use, any commercial purpose whatsoever including hiring, embarkation or charter parties, sale or demonstration of craft is strictly prohibited.
   5. No permanent residential use of any Vessels is permitted on the Marina.
4. **PERSONAL PROPERTY, TENDERS & BOAT HUSBANDRY**
   1. All property belonging to any Owner or Vessel must be stored within the confines of the Vessel and may not be stored anywhere on the premises except where suitable provision of storage lockers, canoe racks or other storage facilities have been made commercially available by BGM. This includes but not exclusively any picnic tables, chairs, gazebos and BBQ’s.
   2. Owners may not fix any item to quay headings or pontoons, including fenders and rubbing strakes, TV aerials or satellite dishes, or place any carpets/mats or potted plants thereon. Where an Owner is in breach of this clause, BGM may:
      1. charge the owner a fee for the removal of such item and
      2. where damage is caused to the Marina, its quay headings or pontoons, or any of its property, the Owner will be liable for any time and materials expended to rectify said damage.
   3. Owners are required to stow within the confines of their Vessel any anchors which are usually mounted on the bow of their Vessel while the Vessel is moored on its berth.
   4. Vessels such as sailing boats and yachts may not be left with their mast lowered. In the event that a mast is required to be lowered for an extended period of time Owners are required to remove them from the vessel and remove from the Marina unless suitable arrangements have been made with BGM. Storage of such items may incur additional charges.
   5. Inflated dinghies are required to be stowed on or in a Vessel and not in the Marina basin or on the property whilst not visiting the Marina.
   6. Any item such as inflatable dinghies which are attached to a vessel using davits or secured to the vessel such that the item is not within the declared length of the vessel shall be deemed to increase the Length Overall Actually Measured of the Vessel and be charged accordingly subject to current mooring fees.
   7. Owners are required to remove or retract any davits where possible whilst not visiting the Marina.
   8. Owners may not keep any tenders, small boats etc. their trailers and/or related property within the Marina basin or on the premises without prior consent from BGM and only in such areas as defined by BGM from time to time. BGM reserves the right to apply mooring or storage charges to such items and refuse or withdraw permission for whatever reason.
   9. Owners may not discharge foul water into the Marina or empty portable toilets in any facility on the Premises. BGM reserves the right in its absolute discretion to charge the Owner for any time and/or amounts incurred by BGM to remedy any breach of this clause.
   10. Owners are obliged to maintain their Vessels in good working order to the extent that
       1. a Vessel doesn’t take on water including from adverse weather.
       2. cause spillages of oil and/or fuel into the marina/water course.
       3. its external condition is kept clean and free from seasonal grime/detritus.
       4. any mooring ropes, covers and tarpaulins are checked regularly, especially before/after weather or tidal events.
   11. Owners are obliged to clean (or arrange with BGM to have cleaned) their Vessels by the start of each boating season, typically at Easter.
       1. Where a Vessel has not been kept clean, BGM reserves the right in its absolute discretion to have the Vessel cleaned and the Owner shall pay for any time and/or amounts incurred by BGM in the carrying out of this Clause, not to be punitively charged.
   12. BGM reserves the right to remove, sell or dispose of any property in accordance with Clauses 5.1, 5.2, 5.3, 5.4, 5.6 and 5.7 in its absolute discretion and the Owner shall pay for any time and/or amounts incurred by BGM in the carrying out of this Clause.
5. **MARINA**
   1. No fires or disposal of rubbish other than as agreed by BGM will be permitted.
   2. **BGM does not provide facilities for the disposal of rubbish in the Marina.** Owners must take all rubbish away when leaving the Marina. The nearest waste and recycling centre is the Strumpshaw Facility.
   3. All persons using any part of the Marina or facilities including plant and equipment for whatever purpose, and whether by invitation or otherwise, do so entirely at their own risk.
   4. No seasonal banners, bunting and other such decorations may be put up on or around the marina. Where an owner chooses to decorate their boat with lights, these lights must be tasteful and employ subtle changes in brightness and colour. Garish, flashing lights will not be permitted. Any lights must be switched off between the hours on 10pm and 8am.
   5. BGM reserves the right to remove, sell or dispose of any property in accordance with Clauses 6.1, 6.2 and 6.4 in its absolute discretion and the Owner shall pay for any time and/or amounts incurred by BGM in the carrying out of this Clause.
6. **ANIMALS**
   1. **Dog and Cat owners will ensure that all animals are kept under control at all times and should they cause nuisance or annoyance they are to be removed from the Marina immediately**.
   2. Dogs and Cats are only permitted at the Owner's risk and liability.
   3. **All pets are to be kept restrained with the use of a lead at all times when not secured within an Owner’s Vessel or Vehicle** and may, at any time, be refused onto the Marina.
   4. No other animals shall be brought onto the Marina.
   5. All Dog owners are obliged to immediately clean up after their dog has fouled in the Marina and dispose of the waste in the dog faeces bin(s) provided.
   6. Pet related waste, including but not limited to cat litter, should be removed from the Marina.
   7. Owners are not permitted to wash pet bedding or other pet related articles in the Marina Facilities Laundry.
      1. In the event of a breach of Clause 7.7 above, BGM reserve the right to charge an Owner the cost of cleaning and/or full replacement of any equipment deemed to have suffered irreparable harm.
7. **FISHING**
   1. Fishing from the Marina is restricted to Owners of Vessels
   2. Guests of Owners may purchase a permit to fish from BGM.
   3. Fishing is forbidden from the Marina at any time out of season.
   4. Fishing in the Marina basin is only permitted from dawn till dusk.
   5. All reasonable precautions should be taken to avoid nuisance and or annoyance to other berth-holders and the Owner or authorised person shall take full responsibility for any damage, debris howsoever caused.
   6. Those fishing must give way to allow uninhibited movement of vessels.
   7. BGM reserve the right to refuse or withdraw permission for whatever reason.
   8. No mooring or fishing is permitted in or immediately adjacent to the entrance to the Marina from the river.
8. **EVENTS & PARTIES**
   1. Owner’s may request, in advance and in writing (by email), to setup gazebo’s and other such garden furniture, in an agreed location on the Marina, for the purposes of a small party or event as long as it does not cause nuisance or annoyance at the discretion of BGM and ensure any licenses required have been obtained and supplied to BGM.
      1. Any such garden furniture must be setup and removed on the day of the event or immediately the following morning.
      2. All other waste, equipment etc. must be cleaned, removed immediately following the events conclusion.
      3. Event Organisers/Owners will be held responsible for the behaviour of all guests and are to ensure that others on the marina are properly respected bearing in mind not to bring BGM into disrepute.
      4. Where alcohol is being consumed, the Event Organiser/Owner must ensure that all guests do not drink to excess, even if it is a bring-your-own type event. Drunken behaviour will not be tolerated at any time and those found to be in such a condition will be asked to leave the premises.
      5. Music may be played at a discrete volume during daylight hours. Loud music will not be permitted at any time.
      6. Any banners, bunting and other such decorations may be put up on the day of a pre-requested event which must be removed the same day or immediately the following morning.
      7. Lights and any other electrical equipment must hold a current Portable Appliance Test certificate.
      8. BGM may in its absolute discretion request that a risk assessment be carried out and that suitable public liability insurance is in place.
      9. BGM may in its absolute discretion determine that any such event or party be concluded by a certain time to not disturb other Berth Holders.
   2. Other parties, celebrations, gatherings hosted by Owners on or near to their boat or moorings are permitted subject to 8.1.2, 8.1.3 and 8.1.4.
   3. BGM reserves the right to immediately shut down any event or party for whatever reason.
   4. BGM reserves the right to remove, sell or dispose of any property in accordance with Clauses 9.1.1 and 9.1.2 in its absolute discretion and the Owner shall pay for any time and/or amounts incurred by BGM in the carrying out of this Clause.
9. **VESSEL & PROPERTY MOVEMENTS**
   1. BGM 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 business and premises. **BGM will take all reasonable steps to contact Owners** prior to any relocation of said property.
10. **CHARGES AND PAYMENT**
    1. All vessels moored at the Marina are subject to current mooring fees for services at the Marina as notified to all Owners from time to time.
       1. Mooring fee rates are based on either the length of berth to which a Vessel has been assigned or cost per unit of length whichever is the greater and charged at the rates shown on the attached schedule, with a minimum of 6.06 metres or 20 feet, and rounded up to the nearest whole foot.
       2. In the absence of Length Overall Actually Measured mooring fees are calculated on supplied length plus 1 foot.
    2. BGM reserves the right to charge normal mooring fees when a Vessel is being repaired or overhauled, whether on its mooring or elsewhere on the property or if removed from the Marina for such repairs.
    3. All mooring fees are due in advance payable monthly, quarterly, bi-annually or annually as agreed from commencement of the mooring agreement with the Owner aligning to our financial year of 1 April to 31 March.
    4. All payments are to be made by Direct Debit.
       1. Any Owners making payment by BACS, online banking, cheque or cash will be charged an additional processing fee.
    5. Unless otherwise agreed by BGM the price of all work, goods and services carried out by BGM to any Vessel shall become due immediately on invoice date.
    6. Owners shall be liable to pay BGM for all electricity connection charges and meter costs for all electricity used by the Owner and such electricity charges shall be payable on demand by invoice.
    7. BGM shall use reasonable endeavours to provide unrestricted Wi-Fi internet access at the Marina for all Owners. All Owners shall be liable to pay for such free Wi-Fi access at such rates as are notified by BGM from time to time.
       1. Wi-Fi speeds may vary from time to time subject to overall system usage.
       2. During periods of heavy weather WAN connection may drop off temporarily.
    8. Time of payment shall be of the essence.
    9. Where an Owner delays in payment for more than 14 days the Owner will incur a late payment charge and each 14-day period thereafter.
    10. BGM reserves the right to charge interest on the outstanding amount at 10% over HSBC Bank Plc base rate per month from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of overdue amount.
    11. Where an Owner does not ensure that sufficient funds are available at the notified time of collection of their Direct Debit from their bank account the Direct Debit will be reprocessed 7 days later and the Owner will incur an administration charge.
    12. The Owner shall pay all amounts due under these Terms in full without any deduction, set off, counter claim against BGM.
    13. If the Owner becomes insolvent or any sums owed by the Owner on any invoice or account shall become overdue for payment then any credit terms shall be cancelled with immediate effect and all invoices and accounts shall become immediately due.
11. **VAT**
    1. VAT will be charged at the Standard Rate of 20% except for
       1. Electricity usage on Vessels at the Reduced Rate of 5%
       2. Vessels, declared in advance of commencement of mooring agreement, that qualify rated as residential over 15 tonnes at Zero Rate as per <https://www.gov.uk/guidance/ships-aircraft-and-associated-services-notice-744c>.
       3. Visting Forces that qualify for Zero Rated Supply.
12. **ACCESS KEY CARDS & ELECTRIC TOP UP CARDS.**
    1. Owners will be issued with two Key Cards enabling access to the Marina through the vehicle barrier and to the facilities building. Additional access rights will be given to those Owners whose vessels are accessed via the wet shed or are moored at Brundall Gardens West Marina.
    2. Owners may request up to four additional Key Cards for family members or friends.
    3. Owners are required to supply contact information for all Key Card holders.
    4. Additional Key Cards & Key Card Holders remain the responsibility of the Owner.
    5. Owners accept all liability of Key Card misuse and of any Key Card holder arising while at BGM.
    6. Owners must inform all Key Card holders of BGM’s Terms & Conditions and their responsibility to adhere to them.
    7. Owners must inform BGM immediately in the event that a Key Card has been lost, stolen or damaged. Any replacement Key Cards issued will incur a charge.
    8. Key Cards may not be loaned or transferred to anyone without express prior permission from BGM and will result in any deposits paid being forfeited.
    9. The issuance of Key Cards will incur an administration charge and require a security deposit for each card supplied.
    10. BGM records Key Card usage for the purposes of security and good management of the Marina.
    11. BGM reserves the right to request the return of Key Cards and/or cancel access rights at any time.
    12. Owners who require an Electric supply will be issued with an Electric Top-Up Card. The Electric Top-Up Card is a reusable chip-based card on which Owners may purchase credit which can be applied to an appropriate Electric Supply Post near to an Owner’s Vessel. All Electric Top-Up Cards become linked to individual Electric Supply Posts and cannot be used on any other Electric Supply Post until such time as any existing credit has been removed or expired.
    13. The issuance of an Electric Top-Up Card will require a security deposit.
    14. Any replacement Cards may incur an administration fee and replacement charge.
    15. Unless settled at the time of issuance any charges will be added to the Owner’s account and collected by Direct Debit.
    16. Card Deposits are refundable on the safe return of the Card to BGM subject to:
        1. being returned in satisfactory condition as determined by BGM in its absolute discretion.
        2. being returned on the day of departure or by a time agreed prior to departure.
    17. Notwithstanding Clause 12.16, if a mooring agreement is terminated under Clause 16.2, the Owner is required to return any and all key cards, electric top up cards, within 7 days of leaving the Marina. In the event that key cards are not returned within 7 days the full security deposit paid will be forfeited.
    18. In the event that a Vessel is not disconnected from an Electric Supply Post before moving off its berth resulting in damage to the Electric Supply Post, Quay Heading, Pontoon and/or Premises Electric/Water/TV Cables, the Owner will be liable for any time and materials expended to rectify said damage. This will not be charged punitively.
13. **ESTIMATES**
    1. In the absence of express agreement to the contrary our price for work shall be based on time and materials expended and services provided.
    2. When BGM shall exercise reasonable skill and judgment when giving an estimate or indication of price whether in writing or orally. Such estimates are subject always to the accuracy of information provided by the Owner and are usually based only on a superficial examination and will not include the cost of any additional repairs or work found necessary to the Vessel and/or gear or equipment during the work nor the cost of any extensions to the work comprised in the estimate.
    3. BGM will inform the Owner promptly of any proposed increase in estimated prices and the reasons therefore and will only proceed with the work or supply with the approval of the Owner. The Owner shall remain responsible for the cost of labour and materials already supplied or remaining to be supplied which are not affected by the proposed increase in price.

BGM will keep a record of any works to be carried out on behalf of an Owner in the form of Job Cards. Owners will be required to sign such Job Cards authorising any works to be undertaken on their behalf. All reasonable efforts will be made by BGM to obtain a signature from Owners or written/emailed consent. In the absence of an Owners signature on a Job Card or written/emailed consent Owners will be liable for any variations in cost arising.

1. **LIABILITY**
   1. **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 unless any injury or damage to person or property sustained within the Marina premises or facilities was caused by or resulted from BGM’s negligence or deliberate act.**
      1. For the avoidance of doubt, BGM shall not be held responsible
         1. for any injury or damage to person or property sustained as a result of objects being in or on the water, or submerged in the bottom of the marina either fully or in part unless caused by or resulted from BGM’s negligence or deliberate act. BGM takes no responsibility for any historic activity on the premises prior to the establishment of BGM.
         2. for any injury or damage to person or property sustained due to insufficient water levels, silt build up, or volatile and/or extreme tidal movements.
   2. BGM shall not be liable for any loss or damage caused by any event or circumstance beyond our reasonable control (such as extreme weather conditions, the actions of third parties not employed by us or any defect in any part of an Owner’s or third party's vessel); this extends to loss or damage to vessels, gear, equipment, vehicles or other goods left with BGM for repair or storage, and harm to persons entering its premises or using any of its facilities or equipment.
   3. BGM shall take all reasonable and proportionate steps having regard to the nature and scale of its business to maintain security at its premises, and to maintain its facilities and equipment in reasonably good working order. Subject to this and in the absence of any negligence or other breach of duty, vessels, gear, equipment, vehicles or other goods are left with BGM at the Owner's own risk and the Owner should ensure that their own personal and property insurance covers such risks.
   4. BGM shall not be under any duty to salvage or preserve a Vessel or other property from the consequences of
      1. any defect in the Vessel or property concerned
      2. an accident which has not been caused by BGM’s negligence or another breach of duty on BGM’s part;
      3. adverse weather conditions;

unless BGM shall have been expressly engaged to do so by the Owner on commercial terms. However, BGM 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 BGM do so, it shall be entitled to charge the customer concerned on a normal commercial basis.

* 1. Owners shall indemnify BGM against all losses or damages claimed against BGM or its employees or agents caused by an Owner, their crew or their vessels and while the vessel or other property is on Marina premises or is being worked on by BGM. The Owner shall be obliged to maintain adequate insurance, including **third party liability cover for not less than £5,000,000**, and, where appropriate, Employers' Liability cover in respect of any employee to at least the statutory minimum. The Owner shall be obliged to produce evidence to BGM of any such insurance at the time of commencement of this agreement, every time such cover is renewed or within 7 days of a request to do so.

1. **LIEN**
   1. BGM has a general lien to detain and hold onto the Vessel or any other property at any time whilst in or on the Marina pending payment by the Owner of any sums actually due at any time to BGM from the Owner on any account whatsoever, whether relating to rental, storage, permission, access, berthing charges, work done or otherwise. BGM shall be entitled to charge the Owner for storage and the provision of any on-going services at our normal daily rates until actual payment (or provision of security) by the Owner and removal of the Vessel or property from the Marina. The Owner shall at any time be entitled to remove the Vessel or other property upon providing to BGM proper security, for example by a letter of guarantee from a Bank reasonably acceptable to BGM or lodgement of a cash deposit with a professional third party agent or with the British Marine Federation, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for BGM’s prospective legal costs. This right does not affect the customer's entitlement to withhold a proportionate part of the price in respect of alleged defects but where that amount is in dispute the customer shall be required to provide security for the full amount pending resolution of the dispute.
   2. BGM shall be entitled to, on at least 28 days’ notice in writing to the Owner, to sell or dispose of or deal with the Vessel or any other property as agent for, and at the expense of, the Owner and apply the proceeds in or towards the payment of such sums. Any such sale shall be on the basis of a reasonable offer immediately available, which may or may not amount to as much as the Owner may believe the Vessel or any other property to be worth in any specialist marketplace. BGM may or may not, in its absolute discretion, advertise the Vessel for sale.
   3. BGM shall, upon accounting to the Owner for any balance remaining after payment of any sum due to BGM, and for the cost of sale and disposal and/or dealing (including any legal costs) be discharged of any liability whatsoever in respect of the Vessel.
2. **SALE OF VESSELS**
   1. Owners are permitted to sell, either privately or by third party agent/broker, their Vessel from their moorings, subject to notifying BGM in advance.
   2. Owners or third-party agent/broker must inform BGM of any viewings, and all visitors must report to BGM reception on arrival.
   3. Owners are not permitted to advertise the Vessel with moorings included. See clauses 4.1 and 23 – Moorings may not be transferred.
   4. Owners are required to serve notice to terminate their moorings agreement as per clause 17.
      1. If an Owner wishes to replace one Vessel for another, a new mooring agreement is required. Any unexpired mooring fees resulting from the sale of one Vessel will be applied to the new Vessel mooring Agreement. There will be no deduction for notice period.
   5. Owners may not pass or sell any unexpired moorings to the new owner. See clause 23.
      1. BGM will work with the Owner to make available a berth to any potential new owner as required and upon successful application for a mooring.
         1. BGM reserves in its absolute discretion to refuse to provide any new owner with a mooring.
   6. In respect of Vessels which are sold or exchanged whilst currently holding a berth, either with or without a completed mooring agreement, the Owner shall be liable for the charge of yard commission of 1% + VAT of the gross sale figure. In the absence of confirmation of the gross sale figure the commission will be assessed on an average current valuation. This commission will be waived if the Purchaser continues the mooring on a new annual contract agreed with BGM. Three months’ notice of termination of contract will be applicable.
3. **TERMINATION**
   1. BGM shall have the right (without prejudice to any other rights in respect of breaches of these Terms by the Owner) to terminate the mooring agreement for any reason provided that it shall give the Owner not less than three months’ prior written notice.
   2. BGM shall have the right (without prejudice to any other rights in respect of breaches of these Terms by the Owner) to immediately terminate the mooring agreement in the event of any Owner
      1. failing to make any payment due to BGM pursuant to these Terms;
      2. breaching these terms and, where the breach is capable of remedy the Owner fails to remedy the breach within 14 days of BGM serving notice on the Owner specifying the breach.
      3. acting in a manner BGM considers, in its absolute discretion, to be anti-social (including but not exclusively loud and excessive use of foul language).
      4. causing an irreconcilable disagreement between another berth holder.
      5. bringing BGM into disrepute as determined by BGM in its absolute discretion (including but not exclusively harmful, inaccurate and/or derogatory posts on social media).

Upon such termination, BGM may serve notice on the Owner requiring them to remove their Vessel within 14 days after receipt of notice. BGM may, in its absolute discretion, view any entitlement by an Owner to a refund of any unexpired proportion of the payment pro-rated as forfeit. On failure to remove the Vessel at the expiration of the said 14 days BGM shall have the right to remove the Vessel from the Marina and to charge the Owner with the cost of doing so. Similar provisions shall apply in respect of vehicles, trailers and other property.

* 1. In the event of termination of the hiring of the berth by BGM in accordance with Clause 17.1 above, BGM’s liability shall be limited to a refund of the unexpired proportion of the payment pro-rated (disregarding any discount given).

1. **GIVING NOTICE**
   1. The Owner shall give not less than three whole calendar months’ prior written notice (or three months’ fees in lieu of notice) before withdrawal of a Vessel from the moorings at the Marina for whatever reason.
   2. Where an Owner provides notice in accordance with Clause 18.1 above, and there exists any unexpired mooring fees or electric standing charge after the notice period has been served or when the Vessel has been removed, BGM shall view any entitlement by an Owner to a refund of any unexpired proportion of the payment pro-rated as forfeit.
   3. Further to Clause 18.2 above, if an Owner decides to return to BGM within 1 year of the end of the notice period or from the point at which the vessel was removed, whichever is the sooner, BGM in its absolute discretion may choose to apply any forfeited fees by way of a credit to the Owner’s first invoice. Where the amount of credit applied is greater than said invoice the balance will be held on account until such time as further invoices use up the credit. Any surplus credit relating to forfeited fees will not be refunded at any time.
   4. Where an Owner provides notice in accordance will Clause 18.1 above, and there exists any unexpired period of hire after the notice period has been served or when the Vessel has been removed, BGM shall view any entitlement by an Owner to the use of the berth as forfeit.
2. **DEPARTURE**
   1. On the day of departure, the Owner should immediately return any key cards, tokens and electric top-up cards to BGM and ensured all property has been removed from the Premises.
   2. The Owner shall be entitled to a refund of any deposits paid providing:
      1. the items have been returned in good condition and without fault.
      2. the items have been returned on the day of departure or by a time specifically agreed with BGM.
   3. The Owner shall be entitled to a refund of any unused electric units providing:
      1. any credit left on the Electric Post has been reapplied to their Electric Card (Contact BGM for instructions if required)
      2. the electric card has been returned to BGM.
3. **GUARANTEES**
   1. Advice on whether a customer is "a consumer" or otherwise protected by some or all of the consumer protection legislation in force in the United Kingdom may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of Solicitors (who may charge). Online guidance may be obtained at the Government's Consumer Gateway website at http://www.consumer.gov.uk/
   2. Where an Owner is also a consumer, he has certain minimum statutory rights regarding the return of defective goods and claims for losses. These rights are not affected by these Terms.
   3. In addition to the statutory and other rights provided by English Law BGM guarantee our work for a period of 3 months from completion against all defects which are due to poor workmanship or defective materials supplied by us. BGM shall be liable under this guarantee only for defects appearing during this 3-month period which must be promptly notified to BGM in writing at our trading address. The geographical area within which this guarantee will be honoured is restricted to Great Britain.
   4. On notification by the Owner of such defects, BGM will investigate the cause and if, in our reasonable opinion, the defects are BGM’s responsibility under the terms of this guarantee BGM will promptly remedy them or, at its option, employ other specialist contractors to do so. Any remedial work which is put in hand by the Owner other than through BGM in accordance with these Terms may invalidate this guarantee in respect of such defects if BGM are not advised beforehand and given the opportunity to inspect and agree such work and its cost.
   5. Where BGM supplies goods or services to a partnership or company or to a customer who is acting in the course of a business or a commercial operation (a "Business Customer") then:
      1. No article supplied by BGM to a Business Customer shall carry any express or implied term as to its quality or its fitness for any particular purpose unless prior to the supply the Business Customer has sufficiently explained the purpose for which it is required and made it clear that he is relying on our skill and judgement.
      2. No proprietary article specified by name, size or type by a Business Customer shall carry any such express or implied term but BGM will assign to the Business Customer any rights it may have against the manufacturer or importer of that article.
      3. BGM accept no liability to indemnify a Business Customer against any loss of profit or turnover which he or his customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied by them.
   6. The time for completion of work is given in good faith but is not guaranteed. BGM shall not be responsible for any delay in completion of the work or for the consequences of any such delay unless it arises from BGM wilful acts or omissions or from its negligence.
4. **ACCESS TO PREMISES/WORK ON THE VESSEL**
   1. Subject to the terms of Clause 21.2 **no work shall be done on the Vessel while at the Marina without BGM’s prior written consent** (which may be withheld at its sole discretion) other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family not causing nuisance, or annoyance to any other Owner or person residing or visiting in the vicinity, nor interfering with BGM’s schedule of work, nor involving access to prohibited areas and contained within the vicinity of the Vessel so as not to impede other Owners or BGM.
   2. Prior written consent will not be unreasonably withheld by BGM where:
      1. The work is of a type for which BGM or those who normally carry out work on its behalf would normally employ a specialist subcontractor; or
      2. BGM are satisfied that the work is remedial and not servicing and the work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates; or
   3. In every case neither the Owner nor his invitees shall have access to the Vessel during periods of work by BGM on the Vessel without prior consent, which shall not be unreasonably withheld.
   4. The Owner shall give prior written notice to BGM when the Owners invitees shall be undertaking work on any Vessels. The Owner shall procure that all such invitees shall contact BGM to provide a date and time when they intend to work on the Vessel, and report to BGM to confirm arrival at/departure from the Marina.
   5. BGM reserves the right to charge a yard commission on all works carried out on any Vessel whilst currently holding a berth either with or without a completed mooring agreement for work carried out on site or at another location in the Marina. Any invitees or external agents are required to provide proof in the form of an invoice or agreed quote to the gross sale figure to enable the calculation of the yard commission. In the absence of confirmation of the gross sale figure the commission will be assessed on a likely cost of completion.
   6. BGM will complete all work to Vessels to the agreed specification and, in the absence of any other contractual term as to quality, to a satisfactory quality.
   7. All works of a mechanical or electrical nature, or such other activities as advised by BGM from time to time, shall only be carried out on the premises by Marine Power Ltd or BGM’s appointed agent or subcontractor. Where an Owner would prefer to use an alternative supplier, the Owner should make arrangements to have the Vessel removed to that supplier’s place of business. Where a Vessel is being moved by an alternative supplier, said supplier is required to provide a date and time when they intend to remove or return the Vessel, and report to BGM to confirm arrival at/departure from the Marina.
5. **RIGHT OF SALE**
   1. Without prejudice to the right of sale within Clause 15, where BGM accept Vessels or other goods for repair, refit, maintenance or storage it does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on BGM in circumstances where the Owner fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until BGM have given notice to the Owner in accordance with the Act. For the purpose of the Act it is recorded that:
      1. Goods for repair or other treatment are accepted by BGM on the basis that the Owner is the lawful owner of the Vessel or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out;
      2. BGM’s obligation as custodian of goods accepted for storage ends on its notice to the Owner of termination of that obligation;
      3. The place for delivery and collection of goods shall be at BGM’s premises unless agreed otherwise. Advice regarding the Act and its effect may be obtained from any of the sources referred to in Clause 22.1 above.
   2. Maritime Law entitles BGM in certain other circumstances to bring action against a Vessel to recover a debt or damages. Such action may involve the arrest of the Vessel through the courts and its eventual sale by the court. This right of arrest and sale may continue to exist against a Vessel following a change of ownership. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other property.
6. **NO ASSIGNMENT** 
   1. A mooring agreement, mooring fees, key cards or electric top up cards **may not be transferred** from one Owner to another and will result in the loss of deposits paid and may incur additional costs if the value of such items is not met by any deposits held.
7. **THIRD PARTY RIGHTS**
   1. The parties do not intend that any term of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that it not a party to it.
8. **SUB-CONTRACTING**
   1. BGM may sub-contract all or part of the work entrusted to it by the customer, on terms that any such sub-contractor shall have the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, contained in these Terms. Where BGM exercises its right to sub-contract it shall remain responsible to the Owner for the performance of such subcontractor.
9. **NOTICES**
   1. Any notice or other communication to an Owner shall be sufficiently served if personally given to him or if sent by first class post or recorded delivery to the Owner's last known address (as notified in accordance with Clause 2.2) or by email. Notices to BGM should be sent by first class post to its principal correspondence address or trading address if different. Notice shall be deemed to have been received if delivered personally, when given to a BGM member of staff at the address; or if sent by pre-paid first-class post or recorded delivery, 48 hours after being sent; or if sent by email and subsequently acknowledged by BGM by return email.
10. **AMENDMENTS**
    1. BGM reserve the right to amend, alter or update these Terms as it sees fit or on receipt of additional professional advice. BGM will make every effort to notify all Owners in writing or by email of any changes and a copy of these Terms will be posted at the Marina at all times.
11. **WAIVER**
    1. No failure or delay by BGM to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
12. **LAW AND JURISDICTION**
    1. Any contract or series of contracts made subject to these Terms shall be subject to and governed by English law and any dispute arising under or in connection with them shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

|  |
| --- |
| Description: DdlogolDdlogolThe Direct Debit Guarantee |
| * This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits |
| * If there are any changes to the amount, date or frequency of your Direct Debit BRUNDALL GARDENS MARINA will notify you 7 working days in advance of your account being debited or as otherwise agreed. If you request BRUNDALL GARDENS MARINA to collect a payment, confirmation of the amount and date will be given to you at the time of the request. |
| * If an error is made in the payment of your Direct Debit, by BRUNDALL GARDENS MARINA or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society   – If you receive a refund you are not entitled to, you must pay it back when BRUNDALL GARDENS MARINA asks you to. |
| * You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us. |
|  |



****

**MOORING APPLICATION**

**PLEASE PRINT CLEARLY & USE BLACK INK ONLY**

Title: \_\_\_\_\_\_\_ First name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postcode: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Length Over All: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boat Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Beam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boat Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Draft: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boat Make: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Boat Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stern or Side Access: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Electric Connection: Yes / No

Commencing: \_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_ or A.S.A.P. (Please delete as appropriate)

Payment Schedule: Monthly / Quarterly / Bi-annually / Annually

(Please delete as appropriate)

All current charges applicable to the Mooring Agreement are as set out in the attached Schedule of Tariffs.

**PLEASE NOTE: Moorings are not guaranteed until cleared first payment is received in full.**

**Mooring fees will not be refunded. (Clause 19.2)**

**This is a minimum term contract of 3 months with no fixed end date.**

**See Clause 19 for termination.**

**No ‘Live-a-board’s’ accepted.**

CHECKLIST – I HAVE ENCLOSED: COPY OF INSURANCE COPY OF BOAT SAFETY CERTIFICATE

(Please tick) PROOF OF ADDRESS PHOTO ID

COMPLETED DIRECT DEBIT INSTRUCTION FORM

COMPLETED KEY CARD REQUEST FORM

COMPLETED PERSONAL SERVICE PLAN FORM

**CONFIRMATION:**

**Your completion of this form is your agreement to the Brundall Gardens Marina Terms of Business,**

**(which include limits and exclusions of liability).**

**I HAVE READ AND AGREE TO THE BRUNDALL GARDENS MARINA TERMS OF BUSINESS**

**SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE**: \_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

Please retain a copy of this agreement for your records and return a signed copy to Brundall Gardens Marina.



****



|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | | | |  | Instruction to your bank or building society to pay by Direct Debit | | | | | | | | | | | | | | | | | |
| **Please fill in the whole form using a ball point pen and send it to:** | | | | | | | | | | |  |  | | | | | | | | | | | | | | | | | |
| **BRUNDALL GARDENS MARINA**  WEST LANE  BRUNDALL  NORWICH  NR13 5RG | | | | | | | | | | |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
|  |  | | | | | | | | | | | | | | | | | |
|  |  | | | | | | | | | | | | | | | | | |
|  |  | | | | | | | | | | | | | | | | | |
|  | **Service user number** | | | | | | | | | | | | | | | | | |
|  | **2** | | **7** | | **0** | | **2** | | **8** | | **6** | |  | |  | |  | |
|  |
| **Name(s) of account holder(s)** | | | | | | | | | | |  | **Reference** | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | | | |  | **FOR OFFICAL USE ONLY**  **Instruction to your bank or building society**  Please pay **BRUNDALL GARDENS MARINA** Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with **BRUNDALL GARDENS MARINA** and, if so, details will be passed electronically to my bank/building society. | | | | | | | | | | | | | | | | | |
| **Bank/building society account number** | | | | | | | | | | |  |
|  |  |  |  |  | | |  |  |  |  |  |
| **Branch sort code** | | | | | | | | | | |  |
|  |  |  |  |  | | |  |  |  |  |  |
| **Name and full postal address of your bank or building society** | | | | | | | | | | |  |
| To: The Manager | | | | | Bank/building society | | | | | |  |
|  | | | | | | | | | | |  |
| Address | | | | | | | | | | |  | Signature(s) | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | |  |  | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | |  |  | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | |  |  | | | | | | | | | | | | | | | | | |
|  | | | | | | Postcode | | | | |  | Date | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | |  |  | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | |  |  | | | | | | | | | | | | | | | | | |
| Banks and building societies may not accept Direct Debit Instructions for some types of account | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

A copy of the Direct Debit Guarantee can be seen on the final page of the BGM Terms & Conditions

****

**KEY CARD & ELECTRIC TOP UP CARD REQUEST FORM**

**NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_

**BOAT NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please issue me with

\_\_\_\_ Key Cards (Minimum 2 – Please complete card holder information overleaf)

\_\_\_\_ Lanyards & Card Holders

\_\_\_\_ Electric Card (Maximum 1 per vessel)

I would also like £\_\_\_\_\_\_ of credit applied to my Electric Top-Up Card.

**TO BE COMPLETED AT TIME OF ISSUE:**

I acknowledge receipt of the above items and understand the terms and conditions of their use according to Clause 11.

**SIGNATURE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE**: \_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

**TO BE COMPLETED AT TIME OF RETURN:**

**ITEM: CONDITION/COMMENTS:**

\_\_\_\_ Key Cards (Minimum 2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ Electric Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have returned the above items and agree with the condition/comments listed above, which may or may not result in a deduction from any security deposits held with BGM.

**SIGNATURE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE**: \_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PRIMARY KEY CARD HOLDER 1** | | | |  | **PRIMARY KEY CARD HOLDER 2** | | | |
|  |  |  |  |  |  |  |  |  |
| **NAME** |  |  |  |  | **NAME** |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **ADDRESS** |  |  |  |  | **ADDRESS** |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **POSTCODE** |  |  |  |  | **POSTCODE** |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **MOBILE** |  |  |  |  | **MOBILE** |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **EMAIL** |  |  |  |  | **EMAIL** |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **ADDITIONAL KEY CARD HOLDER 1** | | | |  | **ADDITIONAL KEY CARD HOLDER 2** | | | |
|  |  |  |  |  |  |  |  |  |
| **NAME** |  |  |  |  | **NAME** |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **ADDRESS** |  |  |  |  | **ADDRESS** |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **POSTCODE** |  |  |  |  | **POSTCODE** |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **MOBILE** |  |  |  |  | **MOBILE** |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **EMAIL** |  |  |  |  | **EMAIL** |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **ADDITIONAL KEY CARD HOLDER 3** | | | |  | **ADDITIONAL KEY CARD HOLDER 4** | | | |
|  |  |  |  |  |  |  |  |  |
| **NAME** |  |  |  |  | **NAME** |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **ADDRESS** |  |  |  |  | **ADDRESS** |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **POSTCODE** |  |  |  |  | **POSTCODE** |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **MOBILE** |  |  |  |  | **MOBILE** |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **EMAIL** |  |  |  |  | **EMAIL** |  |  |  |
|  |  |  |  |  |  |  |  |  |

****

**SCHEDULE OF TARIFFS**

1ST APRIL 2024

Mooring & Storage Rates:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **DD Payment Date(s):** | **Per Foot** | **Per Meter** | **Per Annum** |
| Annually | 1st Apr | £84.50 | £277.23 |  |
| Bi-Annually | 1st Apr, Oct | £44.50 | £146.33 |  |
| Quarterly | 1st Apr, Jul, Oct, Jan | £24.50 | £80.38 |  |
| Monthly | 1st each month | £8.75 | £28.71 |  |
| Dry Berthing | 1st Apr, Pro-rata | £83.50 | £278.05 |  |
| Wet Shed Supplement | 1st Apr, Pro-rata |  |  | £550.00 |
| Trailer/Dinghy Storage | 1st Apr, Pro-rata |  |  | £350.00 |
| Canoe/ Kayak | 1st Apr, Pro-rata |  |  | £50 |
| Boat shed boxes | 1st Apr, Pro-rata |  |  | £100 |

Electric Rates:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **DD Payment Date(s):** | **One-Off** | **Per Annum** | **Deposit** | **Per kWh** |
| Standing Charge | 1st Apr/Pro Rata |  | £150.00 |  |  |
| Electric Unit Rate | 1st of month in arrears |  |  |  | £0.77\* |
| Electric Top Up Card | Start of contract |  |  | £20.00 |  |
| Initial Connection | Start of contract | £30.00 |  |  |  |

Access Key Cards:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **DD Payment Date(s):** | **One-Off** | **Deposit** |
| Initial Setup | Start of contract | £20.00 |  |
| Key Cards (each, min 2, max 6) | Start of contract |  | £20.00 |
| Card Holder & Lanyard (each) | 1st of month in arrears | £5.00 |  |
| Replacement Key Card (each) | 1st of month in arrears | £20.00 |  |

TV & Wi-Fi:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Price** | **Speed Down** | **Speed Up** | **Data Quota** |
| TV Connection | Free of Charge |  |  |  |
| Wi-Fi | Free of Charge | 2Mbps | 0.5Mbps | 200MB |

**Account Charges:**

Payment by Direct Debit £nil Other Payment Processing 10%

Late Payment £25.00 Overdue Account Interest 10% monthly

Uncollected DD Reprocessing £25.00

PLEASE NOTE:

RATES SHOWN ARE INCLUSIVE OF VAT

MOORING RATES ARE PER BILLING CYCLE, E.G. A BIANNUAL PAYMENT IS £41.25/FT TWICE A YEAR, I.E £82.50/FT ANNUALISED.

**All prices subject to change and supply increases and include VAT @ 20%.**

**\* includes VAT @ 5%**



East Anglia’s #1 for Boats, RIBs & Tenders

Outboards & Engines, Electronics

Boat & Jet Ski Trailers, Kayaks

Safety & Security Equipment

Parts & Accessories. Servicing & Repairs

Representing many great brands such as BRIG RIBs, Suzuki Marine, Tohatsu, Mercury & Mercruiser, Solé Diesel, Foldable-RIB, Spinlock, SBS Trailers and more.

Call or visit our showroom or online for sales, information and advice.



**SCHEDULE OF TARIFFS**

1ST APRIL 2024

Labour Rate £60/HR.

**Services:**

Boat Lift From £230 Hull/Topside Pressure Wash £5/Ft

Boat Safety Scheme Inspection £4.25/Ft. Boat Wash £9.50/Ft.

Boat Safety Scheme Inspection (Gas) £5.25/Ft. Compound & Polish from £14/Ft.

Boat Safety Scheme Certificate £70.00 Engine diagnostic £60

**All mechanical/electrical/gas and other works undertaken for all makes & models.**

Outboard Engines Inboard Engines Drive Legs

Props & Shafts Gear Boxes Canopy Replacement/Repairs

Window Replacement/Repairs Bow Thrusters Generators

Alternators Engine Rebuilds (Petrol/Diesel) Emergency Recovery Service

Interior Cleaning Services 240v/12v Electrical Wiring/Faults Battery Charging Systems

Water Heating Systems (Gas/Electric) Gel Coat Repairs Surveys & Inspections (General/Insurance)

Anti-Foul Cabin & Gallery Renovation Carpets & Upholstery

Trailer/Dinghy Storage £40/Month Secure Outboard Storage £5/Wk.

**All prices subject to change and subject to VAT @ 20% except as otherwise marked.**

****