



## TERMS & CONDITIONS- PLEASE READ THE FOLLOWING:

1. The Owner warrants that he/she is either the lawful owner, or the authorised agent of the lawful owner of the vessel or vehicle and any other party who is or may become interested in the vessel or vehicle. The Owner warrants that he accepts these conditions not only for himself, but also as authorised agent for and on behalf of the lawful owner of the vessel or vehicle and any other person who is or may become interested in the vessel or vehicle.

2. a). All vessels and vehicles in or on the West Wales Marine's premises may be moved by the West Wales Marine to any other part of the same premises.

b). West Wales Marine shall not be liable for any loss, theft, or any other damage whatsoever in nature caused to any vessel or vehicle or other property of the Owner or others claiming through the Owner except to the extent that such loss, theft, or damage may be caused by the negligence or wilful act of the West Wales Marine or those for whom it is responsible.

c). The owner shall indemnify West Wales Marine against all loss, damage, costs, claims, or proceedings incurred by, or instituted against West Wales Marine or its agents which may be caused by the Owners vessel or vehicle or by the Owner, or agents, crew, guests or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of West Wales Marine or those for whom it is responsible.

d). The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, and his agents, visitors, guests and sub-contractors in a sum of not less than £3,000,000 in respect of each accident or damage, and in respect of each vessel adequate salvage insurance. Such insurance shall be affected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to the West Wales Marine on demand.

3. Payment shall be due for boatyard fees and services provided by West Wales Marine within 7 days of the invoice date. Such invoices shall be paid in full without reduction, deferment of account of any claim, counterclaim, or set-off. If the Owner becomes insolvent or any sums owed by the Owner on any invoice or account become overdue for payment, any credit terms shall be cancelled with immediate effect and all invoices or account issued by West Wales Marine shall be deemed due for payment and thereupon immediately payable. West Wales Marine reserves the right to charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 on outstanding accounts. In the event a recovery agent is used the owner accepts all additional interest and fees incurred by recovery agent.

4. No part of West Wales Marine's premises or of any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes, except with the prior written consent of West Wales Marine.

5. a). The Owner must supply to West Wales Marine in writing, details of the Owner's home address. This address must be a different address to the address of West Wales Marine premises.

b). The Owner must notify West Wales Marine in writing of the details of any change of; Vessel, name of the Vessel, owner of Vessel or change of address or telephone number of the Owner within 7 days. Any new Owner would be required to agree a new contract with West Wales Marine.

6. a). Subject to paragraph b) of this condition, no work shall be done to a vessel whilst at West Wales Marine's premises, or moorings (unless with the prior written consent of West Wales Marine, 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. Any work undertaken, must not cause any nuisance or annoyance to any other users of West Wales Marine's premises or moorings or any other person residing in the vicinity.

b). Prior written consent for work to be carried out on West Wales Marine's premises or moorings shall not without good cause be withheld in the following circumstances:

(i) Where the work to be carried out is work for which West Wales Marine, its concessionaires or those who normally carry out work on its behalf would normally employ a specialist sub-contractor.

7. a) West Wales Marine shall have the right (without prejudice to any other rights in respect of breaches of the term of this contract by the Owner) to terminate the contract granted to the Owner in the following manner in the event of any breach by the Owner of these conditions or of any failure by the Owner to make any payment due to West Wales Marine. If the breach is capable of remedy, then West Wales Marine may serve notice requiring the Owner to remedy the breach within 28 days. Where the breach is serious, or poses an immediate risk or threat to the health, safety or welfare of any other person or property, the time specified for remedy may be immediate. If the Owner fails to affect the remedy within that time, or if the breach is not capable of remedy, West Wales Marine may serve notice on the Owner requiring him to remove the vessel from the marina immediately.

b) The contract may be terminated on 16 weeks written notice by the Owner to West Wales Marine. In this event West Wales Marine will be entitled to recalculate the charge for the storage using the rate or rates that would have been applicable to the actual period of contract, including the period of notice given, instead of the annual rate. If this recalculation results in a balance payable to West Wales Marine, then the Owner shall be required to pay that balance before removing the vessel from the premises. If there is a balance in favour of the Owner, West Wales Marine shall pay it to the Owner upon the vessel's departure from the premises.

c). If the Owner fails to remove the vessel on termination of the contract (whether under this condition or otherwise), West Wales Marine shall be entitled:

(i) to charge the Owner for each day between termination of this contract and the actual date of removal of the vessel from the premises.

(ii) at the owner's risk (save in respect of loss or damage caused by West Wales Marine's negligence during such removal) to remove the vessel from the premises, secure it elsewhere and charge the Owner with all costs arising out of such removal.

d). Termination of the contract granted by West Wales Marine, whether pursuant to this clause 9 (below) or otherwise, is without prejudice to any other rights of West Wales Marine under this Agreement including but not limited to clause 9.

8. a) West Wales Marine has a general lien upon any Vessel at any time whilst in or on the West Wales Marine's premises for any sums due at any time to the West Wales Marine from the Owner on

any account whatsoever, whether relating to rental, storage, commission, access, berthing charges, work done or otherwise. Rental, storage, berthing and all other charges (including any legal costs) will continue to accrue on any vessel detained under this lien.

b). West Wales Marine shall be entitled to, after giving at least 28 days' notice in writing to the Owner, to sell or dispose of or deal with the Vessel 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 is worth in any specialist market place. West Wales Marine may or may not, in its absolute discretion, advertise the Vessel for sale.

c) If a vessel contract has expired and not renewed or paid for 2 years the vessel may be designated abandoned and the vessel removed or sold or destroyed at the West Wales Marine's discretion.

d) West Wales Marine shall, upon accounting to the Owner for any balance remaining after payment of any sum due to West Wales Marine, and for the cost of sale and disposal and/or dealing (including and legal costs), be discharged of any liability whatsoever in respect of the Vessel.

9. In all cases where a contract of hire or contract to occupy any moorings, berth, storage, space, property or facilities may be lawfully terminated by notice; the same shall be deemed to be lawfully served if: served personally on the Owner, or sent by registered post, or recorded delivery service to the last known address, in the United Kingdom, of the Owner or to the principal place of business.

10. When launching and retrieving Vessels West Wales Marine will not be responsible for damage to the vessel resulting from engine failure between the slip and the mooring. The owner must be responsible for the reliability of the engine and have appropriate insurance cover.

11. Any obligation of West Wales Marine towards vessels or goods left at its premises ends upon the expiry or lawful termination of the grant to the owner of facilities in respect of such vessels or goods and West Wales Marine accepts no responsibility for loss or damage to any vessels or goods left at its Marina or premises without its consent save in so far as such loss or damage is caused by the negligence of the West Wales Marine or those for whom the West Wales Marine is responsible.

12. If, in West Wales Marine's opinion, it is necessary for the safety of the vessel, or for the safety of other users of the Marina or premises, or for their vessels or for the safety of West Wales Marine's premises, plant or equipment; West Wales Marine shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the vessel and, except to the extent that such mooring, re-berthing, movement, boarding, entering or emergency work arises from the negligence of West Wales Marine or those for whom the West Wales Marine is responsible, West Wales Marine's reasonable charges therefore will be paid by the Owner.

13. West Wales Marine is not obliged to salvage or preserve an Owners Vessel or Property unless engaged on commercial terms, unless the cause is negligence or breach of duty by West Wales Marine or unless a risk is posed to people, property or environment when a commercial charge will be applied.

14. Unless the Owner has West Wales Marine's prior consent, the Owner shall not lend or transfer the storage pitch (this contract being personal to the Owner relating to a particular vessel, and non-assignable), and shall not use the storage pitch for any other vessel. Subject to notification by the Owner that the Vessel will be away, West Wales Marine reserve the right to use the pitch while left vacant by the Owner.

15. Vessels must be parked, berthed or moored by the Owner in such a manner and position as West Wales Marine may require and, unless otherwise agreed, the necessary warps and fenders shall be provided by the owner.

16. West Wales Marine reserve the right to raft up vessels, when required to do so.

18. Nothing in the contract will entitle an Owner to the exclusive use of a particular space.

19. All persons using any part of West Wales Marine's 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 West Wales Marine's premises or facilities was caused by or resulted from West Wales Marine's negligence or deliberate act, or that of those for whom West Wales Marine is responsible.

20. No vessel when entering, leaving or manoeuvring on the premises, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels, vehicles or people on the premises. Vessels are at all times subject to speed restrictions and the bylaws of Marina, navigation and other authorities, including relevant planning permissions. Furthermore, all vessels must comply with any direction, regulation or designation of the Premises/Marina; and/or its harbourmaster or dockmasters, given either specifically or generally, and in accordance with any reasonable condition as may be imposed.

22. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the premises, so as to cause any nuisance or annoyance to West Wales Marine, to any other users of the neighbouring businesses or to any person residing in the vicinity. The Owner undertakes for himself, his guests and all using the vessel, that they shall not behave in such a way as to offend as aforesaid.

23. Halyards shall be secured in such a way as not to cause nuisance or annoyance. West Wales Marine may, at their discretion, take steps to secure slack halyards at the Owner's expense.

24. No refuse shall be left at West Wales Marine's premises or within the vessel to the extent that may cause risk to the staff at West Wales Marine..

25. Dinghies, tenders and outboards should be stowed safely locked up aboard the vessel or in the dinghy area separately provided by West Wales Marine, owners accept risk. Vessels stored on trailers must be wheel clamped and or otherwise immobilised and at owner's risk.

26. Owners and their crew are required to park motor vehicles on the premises only in a location specified by staff members, for a limited time period as stated by staff members.

27. Boat trailers may only be parked with the consent of West Wales Marine and in the designated area.

28. The Owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any), which are exhibited at the offices of West Wales Marine. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BS1 standard type and size in or on the vessel fit for immediate use in case of a fire.

29. West Wales Marine reserves the right to introduce regulations which relate solely to the administration of West Wales Marine's premises and which are not inconsistent with these conditions, and to amend such regulations from time to time. Such regulations and any amendments to them shall become effective on being displayed on West Wales Marine's prominent place on West Wales Marine's premises, and West Wales Marine shall have the same rights against the Owner for a breach of the regulations as for a breach of these conditions.

30. a). West Wales Marine shall have the right, by notice in writing to the Owner, to terminate this contract if at any time in the event of West Wales Marine's premises shall be so damaged impeded or interfered with by 'force majeure' (defined below) as to render it likely that West Wales Marine will be unable to continue to provide a place for the vessel in accordance with the contract entered into between West Wales Marine and the Owner.

b). In this clause, 'force majeure' means any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of the West Wales Marine including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) weather conditions, riots, civil commotion, aircraft, fire, breakout of war.

c). In the event of such termination of a contract, West Wales Marine will refund to the owner the unexpired portion of the contract fee if applicable (disregarding any discount given)

31. No "For Sale" or any other signs may be placed on any vessel other than those issued by West Wales Marine's Staff or Franchisees.

32. Addendum to Terms of Business

a). Storage charges are applied to length of vessels and will be calculated to the next 50cm. Overall length of vessels will include bowsprits and dinghies on davits, etc.

Hard Standing Rules

- It is strictly forbidden to start vessel engines in gear and other boat machinery while on the premises
- Children are not permitted onto the designated hard standing without prior permission of the management, and must be supervised whilst on the premises at all times by the responsible guardian.
- Customers carrying out work on the hard standing must have specific permission from the management at request once risk assessed. NO undertaking of any kind of work involving spraying or blasting except by written permission of the West Wales Marine.