

TERMS AND CONDITIONS

Every person entering the MARINA for any purpose and by any means shall be deemed to agree to and be bound by these terms and conditions.

DEFINITIONS:

BERTH is a space on the water from time to time allocated to the OWNER by the COMPANY for the BOAT during the term of the CONTRACT.

DRY BERTH is a space on the land from time to time allocated to the OWNER by the COMPANY for the BOAT during the term of the Dry Stack or Dry Sail CONTRACT.

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

CONTRACT means the agreement entered into between the COMPANY and the BERTHHOLDER allowing the BERTHHOLDER to moor a BOAT in a BERTH in the MARINA.

BOAT means the vessel described in the CONTRACT or any replacement vessel that with the prior written consent of the Company is licensed to use the BERTH.

COMPANY means John Willment Marine Limited or any other in the same name group of companies.

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

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

OWNER means the BERTHHOLDER and any visitor, any agent thereof and any charterer, master skipper or any other person being in control of the BOAT.

BUSINESS CUSTOMER means where we supply 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.

CUSTOMER means any person using the goods or services offered by John Willment Marine Limited.

USERS means ALL persons entering into/onto the MARINA for whatever purpose including the BERTHHOLDER and OWNER.

1 CONDITIONS OF USE

BERTHOLDERS, OWNERS AND USERS acknowledge and/or undertake:

1.1 that the COMPANY has the right to board and enter (by force if necessary) to carry out any emergency work on the BOAT without prior notice to the OWNER 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 USERS. The BERTHHOLDER shall pay on demand the COMPANY'S reasonable charges for such work;

1.2 that the COMPANY has the absolute right at any time when the BERTH is not occupied to allocate another boat to occupy the berth without compensation to the BERTHHOLDER. No subletting of the BERTH by the BERTHHOLDER to a third party is permitted;

1.3 that the BERTHHOLDER shall deposit the keys with the MANAGER giving full access to the interior and lockers of the BOAT including engine keys and authorisation to use the engine. The COMPANY will not accept responsibility to act as a key holder unless it is provided with a list of authorised personnel to whom the keys may be given;

1.4 that the BOAT shall be moored in the BERTH allocated by the COMPANY from time to time and shall not be moored elsewhere in the MARINA without the prior written agreement of the COMPANY;

1.5 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 and the BOAT must be properly and safely secured and attached to the pontoon at all times. In particular, the security of the warps must be checked, fit for use and replaced when necessary;

1.6 to remove the BOAT at the request of the COMPANY. If the BOAT is not so removed when requested the COMPANY shall have the right to so remove the BOAT and the BERTHHOLDER shall pay the reasonable costs and expenses of the COMPANY in respect of but not limited to craning and storage charges at the COMPANY'S short term rate;

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

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

1.9 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 purposes including hiring, embarkation of charter parties, sale or demonstrations for sale or hire of the BOAT provided that the occasional use of the BOAT by a personal friend 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 purpose hereunder;

1.10 not to live aboard the BOAT nor permit any other person to live aboard the BOAT. For the purpose of this condition a person shall be deemed to be 'living aboard' a BOAT if he shall spend more than 8 nights aboard in any periods of 30 days;

1.11 to navigate and control the BOAT in the MARINA at all times in a seaman like manner so as to cause no danger or damage or inconvenience to any other person or BOAT. 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 as displayed from time to time within the MARINA and in any event never to exceed a maximum water speed limit of five knots;

1.12 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 return;

1.13 to only access the MARINA via designated entrances. Entry upon all adjoining land and water to the MARINA owned by the COMPANY is forbidden. A maximum vehicle speed of 10 miles an hour in the marina and 15 miles an hour over the Marina's entrance road must at all times be observed;

1.14 not to fish, swim, dive, jet ski or bait dig within the MARINA;

1.15 to report in writing to the MANAGER within 24 hours any accident or injury that occurs within the MARINA;

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

1.17 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. The consequences of any leakage or escape shall be for the BERTHHOLDER'S account;

1.18 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 government department must be provided. Such extinguishers shall at all times be kept instantly ready for use and in good and efficient working order;

1.19 to place waste only in receptacles provided by the COMPANY and not to dispose of the same over board or to leave it on the pontoon, jetties or other parts of the MARINA and specifically to dispose of oil, petrol, tar, paint, antifouling, bleach, sewage and any other similar noxious substances exclusively into receptacles provided for such waste materials. In no circumstances shall such substances be discharged into the water, sewage system or elsewhere in the MARINA. The disposal of out of date flares or other pyrotechnics is the sole responsibility of the BERTHHOLDER and cannot be disposed of by the COMPANY. In no circumstances shall such waste materials be discharged into the water or left elsewhere in the MARINA. Where no appropriate waste receptacle is provided the waste remains the responsibility of the USERS;

1.20 The COMPANY reserves the right to charge the BERTHHOLDER for the cost of waste removal & disposal;

1.21 Where waste is placed in an incorrect receptacle any subsequent charge to the company will be passed onto the offending USERS;

1.22 not to work on the BOAT or otherwise on the MARINA so as to cause nuisance, annoyance, or inconvenience to other USERS, or damage to other boats and in particular to ensure that the minimum of dust is caused when cleaning and maintaining the BOAT, or as a result of any other operation. All waste materials must be cleared daily and shall be deposited in suitable receptacles. Any failure to promptly clear away such waste will result in the COMPANY itself removing such waste. In such circumstances the USERS shall pay on demand the COMPANY'S reasonable costs incurred in the collection and disposal of such waste;

1.23 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;

1.24 not to permit any contractor to work on the BOAT in the MARINA unless the contractor has provided proof to the MANAGER of the COMPANY of third party liability insurance in the sum of at least TWO million pounds;

1.25 not to operate or permit to be operated within the MARINA an engine generator, other machinery, 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;

1.26 to behave in a considerate manner and in such a way so as not to cause nuisance, annoyance or inconvenience to any other USER. The COMPANY has the right to require any USERS to leave the MARINA forthwith if any of them shall fail to observe these regulations upon being requested by the MANAGER so to do;

1.27 to ensure that at all times halyards, flags, banners, wind generators and other items attached to the BOAT are secured so as not to cause any noise nuisance and annoyance or inconvenience to other USERS;

1.28 Not to erect washing lines nor visibly dry clothes on the BOAT or elsewhere;

1.29 Not to stow dinghies, tenders and rafts on or along side the BOAT unless otherwise agreed in writing by the COMPANY;

1.30 not to store, fix or leave parts of the boat or other equipment including dinghies, gear fittings, fenders, 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;

1.31 to mark the BOAT and any dinghies, tender trailers and cradles clearly with the name of the BOAT. 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 6 months then at the discretion of the COMPANY the items can be removed at the cost to the USERS;

1.32 to park their motor vehicles in the MARINA in such a position and such a manner as shall from time to time be directed by the COMPANY. The COMPANY may charge a fee for the use of the MARINA'S car parks by those USERS who do not display a current valid car park badge. All vehicles are parked at the sole risk of the USER. Parked cars must be identifiable by means of a current car-parking permit. A maximum of two car-parking permits will be issued to the BERTHHOLDER. Any vehicle not displaying a current car-parking pass may be wheel clamped and the owner of the vehicle may be charged a release fee. All vehicles parked in the MARINA'S car park must be fully taxed and insured and comply with all current regulations. All vehicles should not be parked/stored in the MARINA'S car park for more than 7 days consecutively without prior written consent from the COMPANY;

1.33 not to park their vehicle(s) in any manner so as to obstruct the pontoons, roadways, slipways, cranes, platforms or any other working area within the MARINA. The COMPANY reserves the right to remove any vehicle by crane, towing or otherwise if the parking of the vehicle interferes with the commercial activities or the convenience of the USERS or creates any adverse safety or environmental effect. The COMPANY reserves the right to charge the USERS for the reasonable costs incurred in moving or storing any vehicle;

1.34 not to undertake repairs to or maintenance of any boat (otherwise than running repairs) anywhere in the MARINA otherwise than with the COMPANY'S prior consent and the agreement of the boatyard operators;

1.35 not to park caravans (motor or trailer) or other vehicle adapted or designed for sleeping or erect tents in any part of the MARINA without the prior written consent of the COMPANY. Animals in so far as is reasonably practical shall be kept aboard the BOAT at all times. Strict regulations exist for the control of rabies and the COMPANY reserves the right to require the owner to remove any animal from the MARINA without prior notice. No animal having been taken abroad shall be brought into or landed in the MARINA without the prior written consent of the COMPANY. The COMPANY reserves the right to report any suspected breach of this clause to the appropriate authorities;

1.36 The BERTHHOLDER shall be permitted to arrange a private sale of not more than one BOAT (such boat usually being berthed at the premises of the COMPANY) during any one or more periods of 12 consecutive months of the CONTRACT and the BERTHHOLDER shall notify the COMPANY of any such sale. In the event of a private sale the COMPANY must be notified of the name and address of the purchaser. In the event that the BERTHHOLDER wishes to sell his BOAT through an agent whilst such BOAT is berthed and/or stored at the premises of the COMPANY, notification in writing is required to be given by the BERTHHOLDER to the COMPANY;

1.37 Animals may be brought into the MARINA provided that they are at all times kept under control of their owner. Dogs must be kept on a leash 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 and placed in the appropriate bin and not thrown into the river;

1.38 Luggage trolleys must be returned to the designated trolley storage area after use;

1.39 The COMPANY reserves the right to ask any person or contractor with any outstanding debt to the COMPANY to leave the site with immediate effect.

2 INSURANCE

2.1 The BERTHHOLDER undertakes and agrees to maintain in full force and effect, public liability insurance in an amount at least TWO million pounds sterling for the BOAT and any other property in the MARINA in the care, custody or control of the OWNER, together with such other insurance as is normal for a BOAT of its size and power and description. Such insurance to be effected with an insurance company of repute and for such additional risks as the COMPANY may from time to time reasonably require;

2.2 The BERTHHOLDER shall not cancel surrender or materially alter the terms of such insurance policy without the prior written consent of the COMPANY, which will not be unreasonably withheld;

2.3 The BERTHHOLDER shall furnish the COMPANY with legible copies of the current insurance certificate and policy of insurance together with copy of receipt for the last premium paid.

3 CONTRACT & PAYMENT

3.1 The BERTHHOLDER will be required to complete a CONTRACT. Until such a CONTRACT is in place the COMPANY reserves the right to charge the OWNER at the daily rates whether or not a previous agreement with the COMPANY existed. Additional services will be charged at list price. Rates are displayed in the Marina office and will be charged from expiry of the previous agreement until the new CONTRACT is concluded and commences. NB Where a completed copy of the CONTRACT is not returned to the COMPANY but invoices have been settled, the terms and conditions herein will be deemed to have been accepted;

3.2 The CONTRACT is granted to the BERTHHOLDER for up to 12 months and permits the BERTHHOLDER to berth the BOAT in a BERTH or DRY BERTH allocated by the COMPANY from time to time. The BERTH OR DRY BERTH is subject to change with the COMPANY having the absolute right without prior notice to require the BERTHHOLDER to move and re-berth the BOAT and shall itself have the right to move and re-berth the BOAT to any location in the MARINA if the COMPANY considers it to be in the interests of either the COMPANY, the BERTHHOLDER, OWNER or USERS;

3.3 The CONTRACT shall incorporate these terms and conditions;

3.4 The COMPANY'S tariff of berthing charges may be amended at any time and relates to a boats total length including davits, bowsprits, boarding ladders, sterndrives, tenders, outboards, rudders, anchors, pulpits, pushpits and any other extensions fore and aft of the boat. Any amendments will be displayed in the Marina office;

3.5 The BERTHHOLDER is responsible for paying all fees within the dates of the signed CONTRACT;

3.6 All berthing charges must be paid in advance and by the due date. No BERTH OR DRY BERTH will be reserved until all such fees have been received in full;

3.7 The BERTH CUSTOMER may terminate its CONTRACT at any point by giving 90 days notice in writing to the COMPANY. The annual invoice will be credited and a new invoice will be raised on the pro rata monthly rate from the beginning of the berthing year to the end of the 90 day notice period without the annual CONTRACT concession;

3.8 The CONTRACT shall be terminable by the COMPANY at any time on 90 days written notice to the BERTH CUSTOMER. Any part of the CONTRACT fee which remains unused shall be refunded to the CUSTOMER on removal of the BOAT. Any BOAT not collected may be removed by the COMPANY at the CUSTOMERS expense;

3.9 The CONTRACT is exclusive to the BOAT and the BERTHHOLDER and is not transferable to any third party;

3.10 In the event of outstanding debts by the BERTHHOLDER to the COMPANY in respect of berthing charges, repairs, stores, fuel, electricity, telephone or any other services rendered by the COMPANY, the COMPANY reserves the right in addition to any other remedy available to the COMPANY to exercise a lien on the BERTHHOLDER'S or CUSTOMER'S boat until such time as the debt has been discharged. The COMPANY further reserves the right to remove the boat from its berth and put it on the hard standing at the BERTHHOLDER'S or CUSTOMER'S expense if the accounts are not settled within 30 days of the date of the invoice. Maritime Law entitles us in certain circumstance to bring action against a CUSTOMERS vessel to recover a debt or damages. Such action may involve the arrest of the CUSTOMERS vessel through the Courts and its eventual Sale by the Court. This right of arrest and sale may continue to exist against a CUSTOMERS vessel following a change of ownership. Sale of a CUSTOMERS vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a vessel or other property;

3.11 Unless otherwise agreed between us all payments shall be due immediately on invoice date. Payment shall be deemed to have been made when we receive cash or cleared funds at our bank;

3.12 The COMPANY reserves the right to charge the BERTHHOLDER interest on late accounts at a rate of 8% above the Bank of England's base rate from the due date until the date of payment, subject to a minimum charge of £50.00;

3.13 In order to receive the loyalty scheme discount (provided this scheme is offered for the year in question by the COMPANY) the BERTHHOLDER must ensure their fees are paid to the COMPANY in line with the published due dates;

3.14 Any deposit paid to the COMPANY will be non-refundable whatever the circumstances;

3.15 DRY BERTH CONTRACTS are non-refundable whatever the circumstances. Any cancellation of Direct Debit will lead to the remaining balance of the contract being invoiced. If the CUSTOMER fails to pay this sum within one calendar month of the invoice being raised the COMPANY may commence the debt recovery process;

3.16 Direct Debit BERTHOLDERS must have completed and returned their signed Direct Debit mandate to the COMPANY 14 days prior to their CONTRACT start date. If the Direct Debit payment is returned unpaid the COMPANY may enforce clause 3.11, this late payment charge will be invoiced at the point of the Direct Debit being returned unpaid, there will be no notice given;

3.17 If a direct debit CUSTOMER terminates their BERTH, as per clause 3.7 the CUSTOMER must immediately pay to the COMPANY the new outstanding balance as calculated in clause 3.7. If the CUSTOMER fails to do so

within one calendar month of the invoice being raised the COMPANY may commence the debt recovery process;
3.18 Any container or shelf storage is let on a month by month basis and is terminable by either the COMPANY or the CUSTOMER with one month's prior written notice;

4 RETENTION OF TITLE / RISK

4.1 Title to all goods, equipment and materials supplied by us to a customer shall remain with us until full payment has been received by us;

4.2 Risk in all goods, equipment and materials supplied by us to a customer shall pass to the customer at the time of supply to the customer (for the avoidance of doubt "time of supply" shall mean when the goods, equipment and/or materials are delivered to the customer or their boat).

5 ELECTRICITY

Electricity (where applicable) is provided by the COMPANY to the BERTHHOLDER for the use of the BOAT alone subject to the following terms and conditions:

5.1 The COMPANY cannot guarantee continuous supply as power cuts and breakdowns are not within its control. The COMPANY accepts no responsibility for loss or damage arising out of the supply of electricity or its termination;

5.2 The USER shall insure the connectors and cables are fit for purpose. The USER shall not seek to connect or reconnect the connectors and cable prior to confirming the same;

5.3 The maximum load when available on each outlet is 16 Amps on the water & 10amps on land. Overloading will cause trips to activate and immediate re-connection may not be possible. Reconnection will not be carried out outside of office hours;

5.4 All electricity consumed shall be paid for by the CUSTOMER on demand at the current rate of charges in force at the MARINA from time to time;

5.5 If payment is overdue the supply will be disconnected and a reconnection charge imposed £25.00;

5.6 Each BOAT must be fitted with a galvanic isolator.

6 LIABILITY

6.1 We shall not be liable for any loss or damage caused by any event or circumstance beyond our reasonable control (such as severe weather conditions, the actions of third parties not employed by us or any defect in a CUSTOMER or third party's property), this extends to loss or damage to vessels, gear, equipment or other property left with us for work or storage, and harm to persons entering our premises or using any of our facilities or equipment;

6.2 We shall take all reasonable and proportionate steps having regard to the nature and scale of our business to maintain security at our premises, and to maintain our facilities and equipment in reasonably good working order; but in the absence of any negligence or other breach of duty by us, vessels and other property are left with us at the CUSTOMER own risk and CUSTOMERS should ensure that their own personal and property insurance covers such risks;

6.3 We shall not be under any duty to salvage or preserve a CUSTOMERS vessel or other property from the consequences of any defect in the vessel or property concerned unless we shall have expressly engaged to do so by the CUSTOMER on commercial terms. Similarly we shall not be under any duty to salvage or preserve a CUSTOMERS vessel of other property from the consequences of an accident which has not been caused by our negligence or some other breach of duty on our part. However we 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 we do so we shall be entitled to charge the CUSTOMER concerned on a normal commercial basis;

6.4 CUSTOMERS may themselves be liable for any loss or damage caused by them, their crew or their vessel and while their vessel or other property is on our premises or is being worked on by us they shall be obliged to maintain adequate insurance, including third party liability cover for not less than £2,000,000, and, where appropriate, Employers' Liability cover in respect of any employee to at least the statutory minimum. The customer shall be obliged to produce evidence to us of such insurance within 7 days of a request to do so;

6.5 The CUSTOMERS vessel will be stored on either a t-form cradle or using wooden & metal blocks and shores. The COMPANY will not be held responsible for any damage caused to your boat by t-form cradles or blocks and shores;

6.6 CUSTOMERS whose vessel that require additional support must make the COMPANY aware of this in writing prior to your lift.

7 PRICES AND ESTIMATES

7.1 In the absence of express agreement to the contrary our price for work shall be based on labour and materials expended and services provided;

7.2 We will exercise reasonable skill and judgment when we give an estimate or indication of price. However such estimates are always subject to the accuracy of information provided by the customer and are usually based only on a superficial examination and will not include the cost of any emergent work which may be necessary to the vessel, gear or equipment nor the cost of any extensions to the work comprised in the estimate;

7.3 We will inform the CUSTOMER promptly of any proposed increase in estimated prices together with the reasons therefor and will only proceed with the work or supply with the approval of the CUSTOMER. The CUSTOMER 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;

7.4 Except for quoted works any products bought or services required from outside contractors will be charged on a cost plus basis as determined by us;

7.5 Pricing shall be in line with the Universal Yacht Care Pricing Structure.

8 DELAYS

8.1 Any time given for completion of our work is given in good faith but is not guaranteed. We shall not be responsible for any delay in completion of the work or for the consequences of any such delay.

9 VESSEL MOVEMENTS

9.1 We reserve the right to move any CUSTOMERS vessel, gear, equipment or other property at any time for reasons of safety, security or good management of our business and premises;

9.2 To remove all furling headsails, dodgers or items that could cause undue windage (excluding cabin covers on motor cruisers) in respect of any CUSTOMERS vessels on the hardstanding;

9.3 We reserve the right to change the location of the CUSTOMERS vessel within the MARINA without prior notice.

10 GUARANTEE

10.1 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 www.consumerdirect.gov.uk

10.2 A CUSTOMER who is also a consumer has certain minimum statutory rights regarding the return of defective goods and claims for losses. These rights are not affected by these terms;

10.3 In addition to the statutory and other rights provided by English law we guarantee our work for a period of 12 months from completion against all defects which are due to poor workmanship or defective materials supplied by us. This guarantee applies only to the CUSTOMER to whom the work or materials were supplied. We shall be liable under this guarantee only for defects which appear during this 12 month period and which are promptly notified to us in writing at our trading address or registered office set out on our letterhead. The geographical area within which this guarantee will be honored is limited to the MARINA;

10.4 On notification by the CUSTOMER of such defects, we will investigate the cause and if they are our responsibility under the terms of this guarantee we will promptly remedy them or, at our option, employ other contractors to do so. Any remedial work which is put in hand by the customer directly without first notifying us and allowing us a reasonable opportunity to inspect and agree such work and its costs will invalidate this guarantee in respect of those defects;

10.5 Where we supply 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:

10.5.1 No article supplied by us 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 judgment;

10.5.2 No proprietary article specified by name, size or type by a Business Customer shall carry any such express or implied term but we will assign to the Business Customer any rights we may have against the manufacturer or importer of that article;

10.5.3 We 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 us.

11 QUALITY STANDARDS

11.1 We will complete our work to the agreed specification and, in the absence of any other contractual term as to quality, to a satisfactory quality.

12 ACCESS TO PREMISES / WORK ON THE VESSEL

12.1 No work shall be done on the vessel, gear, equipment or other goods while in the MARINA without our prior written consent other than minor running repairs or minor maintenance of a routine nature by the customer;

12.2 In every case neither the CUSTOMER nor his invitees shall have access to the vessel during periods of work by us on the vessel without our prior consent, which shall not be unreasonably withheld;

12.3 Where work involves any waste e.g removal of paint/ fiberglass it is required that a tarpaulin be placed underneath the boat and that the debris be removed and disposed of in the correct manner at the end of every working day;

12.4 It shall be an absolute condition that all work is carried out in full compliance with health and safety law and our health and safety, environmental and access policies and does not cause any nuisance or annoyance to us, any other customer or person residing in the vicinity, and does not interfere with our schedule of work or the good management of our business. We 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 we shall be entitled to demand the immediate cessation of any work, which in our view breaks these requirements.

13 RIGHT OF SALE

13.1 We accept vessels, gear, equipment or other goods for repair, refit, maintenance or storage we do so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on us in circumstances where the customer 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 we have given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

13.1.1 Goods for repair or other treatment are accepted by us on the basis that the customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out;

13.1.2 Our obligation as custodian of goods accepted for storage ends on our notice to the customer;

13.1.3 The place for delivery and collection of goods shall be at our premises. Advice regarding the Act and its effect may be obtained from any of the sources referred to at Clause 10.1 above;

13.2 Maritime Law entitles us in certain other circumstances to bring action against a CUSTOMERS vessel to recover a debt or damages. Such action may involve the arrest of the CUSTOMERS vessel through the Courts and its eventual sale by the Court. This right of arrest and sale may continue to exist against a CUSTOMERS vessel following a change of ownership. Sale of a CUSTOMERS vessel or other property may also occur through the enforcement of a court order or judgment.

14 SUB-CONTRACTING

14.1 We may sub-contract all or part of the work entrusted to us 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 & Conditions. Where we exercise this right we shall remain responsible to the customer for the performance of our subcontractor.

15 NOTICES

15.1 Notice to a customer shall be sufficiently served if personally given to him or if sent by first class post to the customer's last known address. Notices to us should be sent by first class post to our principal trading address.

16 LAW AND JURISDICTION

16.1 Any contract or series of contracts made subject to these terms shall be subject to and governed by English law and;

16.2 In the case of Business Customers any dispute arising under them shall be submitted to the exclusive jurisdiction of the Courts of England and Wales;

16.3 In the case of customers who are consumers or who are not contracting in the course of business any dispute shall be submitted to the non-exclusive jurisdiction of the Courts of England and Wales.

17 MISCELLANEOUS

17.1 Nothing in these terms shall create the relationship of landlord and tenant;

17.2 The COMPANY expressly reserves the right to introduce new terms or vary these terms in order to promote the better administration of the MARINA in the interests of the USERS as a whole or to comply with statutes regulations or bylaws. Any such amendments will be displayed at the MARINA office and will be deemed to be incorporated at the date and time when first displayed;

17.3 Apart from any loss, damage or injury which results from the negligence or deliberate act of the COMPANY or that of those for whom the COMPANY is responsible every 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;

17.4 Notwithstanding anything contained in these conditions in no circumstance (save for death or personal injury caused by the Company's negligence) shall the COMPANY be liable in contract, tort or otherwise, whatever the cause thereof, for any special, indirect or consequential loss of any nature whatsoever suffered or incurred by any person;

17.5 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;

17.6 Where the COMPANY is unable to perform any of its obligations by virtue of fire, flood, storm, earthquake or other natural disaster, explosion, riot, terrorism, malicious damage or any other act, 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;

17.7 The COMPANY accepts no responsibility to any person to enforce any provision of these terms against any other Person and it may not be required to do so;

17.8 All notices, requests, demands or other communications to or upon the parties shall be in writing and shall be given to the BERTHHOLDER, at his last known address and to the COMPANY at its trading address;

17.9 These terms 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;

17.10 All vessels berthed at Universal Marina requiring any diving activities within the marina are advised that prior to commencement of any dive that a Dive Request form must be completed and approved by the Hamble Harbour Master. Copies of these forms are available in the Marina Office.

Updated 29.10.15

Please contact us for a larger print version of these Terms & Conditions.