

# **The John Kinch Group**

**Trading name of Kinvena Homes Limited**

## **LONG TERM MOORINGS TERMS AND CONDITIONS**

### **DEFINITIONS**

**‘Boat’** means the boat or vessel named in this agreement or one that is substituted for it with our prior written consent which will be subject to the suitability of the mooring and payment of an additional mooring fee where applicable.

**‘Length, LOA’** means the length overall of the boat, including fenders, bowsprits, boarding ladders, davits including their load, stern drives, out drives, rudders, anchors, pulpits, push pits, and any other extension fore and /or aft of the boat.

**‘Mooring’** means the water space at the mooring site temporarily allocated to you from time to time by us for the mooring of the boat during the period of this agreement.

**‘Mooring Site’** includes the mooring and land and water (together with any pontoon or jetty) adjacent to the mooring that is in our ownership or control.

**‘Owner, you, your, yours’** mean the person(s) or entity named as the Owner in this agreement and includes an employee of the Owner or a person in charge of the boat with the owners permission.

### **GENERAL CONDITIONS**

1. This agreement allows you to moor the boat at the mooring site. It does not give you the right to a particular mooring or berth. Where a berth or particular mooring is specified, you nevertheless agree we may ask you to move the boat or give us authority to move it a reasonable distance to ensure best use of the water space available at the mooring site.
2. You must pay the mooring fee due under this agreement. If you use the mooring before having paid the fee you nevertheless agree to comply with the terms of this agreement.
3. The mooring agreement is personal to you and you may not assign it to any person. You may allow another person to use the mooring for short periods but only with our permission which shall not be unreasonably withheld.
4. At the end of this agreement you must let us have the mooring back in a clean and tidy condition.
5. The boat must be properly licensed for the duration of the agreement. Current licence permits must be displayed where they can be seen from either side of the boat at all times.
6. We may introduce local rules relating to the use and management of the mooring and mooring site which are not inconsistent with this agreement. We reserve the right to amend such rules from time to time provided we give you reasonable prior notice of the proposed changes.
7. We may go onto the mooring at all reasonable times to inspect for defects. We also may go onto the mooring to do works and repairs. We will give you at least 14 days, and where practicable 28 days notice in writing of our intention to do the

- works and tell you what works we plan to do. If there is an emergency we may do the works without giving you notice.
8. We can move the boat if we need to do any work on or near the mooring. We will give you at least 14 days, and where practicable 28 days notice in writing unless there is an emergency or the movement is of a minor nature. If we do need to move the boat we will provide you with an alternative mooring. When we move the boat to do the work we will put the boat back on the mooring as soon as possible after the work has finished.
  9. You must not keep, hang or place anything on any parts of the mooring site unless we have previously agreed to it.
  10. You must not damage, alter add or deface the mooring site in any way. We may make a charge to cover the cost of making good.
  - 11. You must not keep or bring pets at/to the moorings. As you are aware The Elms has a no pets rule so this in turn applies to the moorings.**
  12. You or your visitors must not obstruct any emergency access roads, service roads or service areas at the mooring site. You must ensure that you and your visitors park their motor vehicles considerately (and only on the spaces for them, where provided). Parking for boaters vehicles is in The Elms Centre Car Park, however, if on occasions the Centre Car Park is full further parking for boaters is available by the slipway. Any vehicle using the mooring site must be roadworthy, taxed and insured.
  13. You must keep the outside of the boat in reasonable repair and the area around the boat clean and tidy.
  14. Please note The Elms is a private retirement park home park. The peace and quiet enjoyed by our residents must be respected as must the security provided. Please ensure that you are aware of where your barrier card/s to The Elms are at all times and never allow any other person to use your card. Never let anyone else other than one of your party through the barrier. Access to The Elms is permitted for use of the moorings only it does not give you access to walk around The Elms itself.
  15. Your permitted access on The Elms is to the centre car park (by the big gates next to the steps up on to the canal bank) to your boat and along that area of the canal bank. From the moorings you will also require access along the canal bank up to the lock side area to access the facilities there and visit the lock keeper etc. The remainder of the park is for the private enjoyment of our residents. Thank you.
  16. Our moorings are NOT residential and we cannot therefore permit any boaters to stay for extended periods on their boats in such a way as may be deemed to be being used for residential purposes.

## **HEALTH SAFETY & THE ENVIRONMENT**

17. You should let us know if you notice any defects in the mooring.
18. Any works undertaken on the boat whilst at the mooring site must be carried out in a safe manner and with due regard to protecting the environment.
19. Any accidents or other incidents involving injury or damage to property at the mooring site must be reported to us. You must report any damage for which you are responsible.
20. You must not do (or carelessly fail to do) anything at the mooring site which will cause damage or nuisance to any other person or their property. You accept

- responsibility for any such damage or nuisance caused by you, other occupants of the boat or your visitors.
21. You must dispose of your rubbish so that it does not become a nuisance or a risk to the health and safety of any person animal or the property.
  22. You must make sure the boat is moored safely and that it is properly attached to the bollards, mooring rings, mooring pins or stakes. We may go on to the boat and move it at our discretion for reasons of safety or the protection of the environment.
  23. You must not light fires including barbeques on the mooring or mooring site.

## **OUR RESPONSIBILITIES**

24. We will exercise reasonable care in carrying out our functions under this agreement (including when boarding or moving the boat) and will make good any damage caused by our negligence.
25. We will keep the services and facilities that we provide under this agreement clean and repaired. We will replace any equipment that has become unusable and is beyond economic repair. We will not be liable if the services and facilities fail temporarily and we replace or repair them in a reasonable time.
26. We shall not be liable for any other loss or damage caused by events or circumstances beyond our reasonable control (such as extreme weather conditions, unforeseeable failure of historic structures or the actions of third parties not employed by us). This includes loss or damage to boats, gear, equipment or other goods which should be covered under your boat insurance policy.

## **TERMINATION**

27. This agreement terminates at the end of the period specified.
28. You may terminate this agreement before then by giving three months written notice to us. There is a minimum agreement period of 12 months.
29. If you terminate this agreement by giving notice after your first 12 months period and within the first 6 months of the next 12 month period, we will make a part refund of any prepaid mooring fees from the day your boat leaves the mooring site less the mid term cancellation fee of £15.00 + VAT. If however, you give us notice after your first 12 month period but you have gone past the 6 month point of your next 12 month period, you will **not** receive a refund.
30. We may terminate this agreement before the end of the period specified:-
  - By giving you three months written notice.
  - If you fail to pay any money owing to us under this agreement.
  - If you breach any of the terms and conditions of this agreement and either the breach cannot, in our opinion, be put right or you fail to put things right having been asked by us to do so.
31. Before we terminate this agreement we will write to you and explain how we think you have broken the terms of this agreement.
32. Where we think you can put things right we will tell you how we think you can do so and how long you have to comply. This time will depend upon the circumstances but will be reasonable and will be at least 14 days where work is

- required to be done to the boat. If you do not put things right within the allotted time this mooring agreement will end and you must remove the boat from the mooring immediately.
33. Where we are of the opinion that you cannot put things right, we will explain why and **you must remove the boat from the mooring site within 14 days** and this agreement will terminate at the end of that 14 days whether or not the boat has been removed.
  34. If you fail to remove the boat from the mooring site on termination of this agreement we shall be entitled to:-

Continue to charge you the mooring fee which would have been payable by you if the agreement had not been terminated; or

**Remove the boat from the mooring site at your risk and keep it elsewhere and charge you with all costs arising out of such removal including alternative mooring fees.**

**PARK DETAILS**

Park Owner's Name ...THE JOHN KINCH GROUP  
Trading name of KINVENA HOMES LTD .....

Park Address ...THE ELMS.....  
...TORKSEY.....  
...LINCOLN.....LN1 2EH.....

Park Telephone No: ...01427 718243.....

**OWNER DETAILS**

Name .....

Address .....

Telephone .....

Mobile .....

Email .....

**BOAT DETAILS**

Name of Boat: .....

Make of Boat .....

Fibreglass/steel: .....

Length of Boat: .....

Name of Insurance Co. ....

Policy No. ....

Policy Renewal Date .....

**Period of Agreement**

From: ...../...../.....20...

To: ...../...../.....20.....

Until notice given or received as per Agreement

We hereby agree to the above terms and conditions within this agreement.

**Signed**  
**(On behalf of the park owner):** .....

**Name (Printed):** .....

**Position held:** .....

**Date:** .....

**Signed**  
**(By the boat owner):** .....

**Name (Printed):** .....

**Date:** .....

End of contract – 6 pages in total