

Annual Tariff 2022~23

1 April 2022 ~ 17 March 2023

THE QUAYS

THE LAKES' PREMIER MARINA

OUR BRANDS
+ PARTNERS

BAYLINER®
QUICKSILVER®

 **MERCURY**

 **MARINER**

**VOLVO
PENTA**

 **MERCURY**
MerCruiser

PROUD MEMBER OF
**BRITISH
MARINE** 

 The Yacht Harbour
Association



MARINE
QUALITY +
INNOVATION
SINCE 1928

THE QUAYS, GLEBE ROAD, BOWNESS-ON-WINDERMERE, CUMBRIA LA23 3HE UK
t: 44 (0) 1539 44 21 21 e: berthing@aqw.uk w: aquatic-quays.com

APPLICATION FOR MOORING / STORAGE

For 2022~2023 SEASON 1 April 2022 ~ 17 March 2023

Owner's full name:

Full postal address:

Postcode:

Contact Telephone:

Mobile:

Email address:

Persons authorised to use boat:

Registration numbers of main vehicles visiting Marina: 1;

2;

Make of Boat:

Name of Boat:

Fin or Bilge Keel:

Lake Registration/SSR No:

Length:

Beam:

Draft:

Weight:

My vessel is insured with (details):

How did you first find out about The Quays, Windermere?

TYPE OF MOORING / STORAGE

Please tick applicable boxes.

Pontoon Berth

YES

Electricity

YES

NO

Undercover Storage

YES

Sportsboat

RIB

Inflatable

Please indicate Pontoon last season:

Number of years at The Quays Marina:

In addition to agreeing to the general Rules & Conditions shown on the back page we bring to your attention some of the provisions for the good governance of the Marina:

1. The measurements of the boat are the LOA (length overall) and BOA (beam overall) which includes davits, bowsprits, boarding ladders, sterndrives, outboards, rudders, pulpits, pushpits and any other extensions fore and aft of the boat. Incorrect information could result in us being unable to accommodate your boat. The company reserves the right to measure the boat and to charge for the correct dimensions.
2. **Barbecuing on the pontoons or walkways is not permitted.**
3. The nailing or fixing of matting, ironmongery, television aerials or other items to the pontoons or walkways is not permitted under any circumstances.
4. **Pontoons can be slippery at times, especially when wet. Please ensure that suitable non-slip footwear is always worn by both berth holders and guests. Please do not run on the pontoons.**
5. **The Refuelling of a Boat is an inherently dangerous practice that can lead to Explosion and Fire.** It can only be done with extreme caution under the direct supervision of the boat's owner. Windermere Aquatic Ltd. does not accept any liability or responsibility for loss, accident or damage that results from the refuelling of the boat.

I/We the person(s) stated above hereby request Windermere Aquatic Ltd to provide a mooring or undercover storage at the Marina for the boat described in the schedule above for the period from 1 April 2022 to 17 March 2023

I agree to pay in advance the mooring/storage fee as attached applicable to the boat stated above before 15 March 2022.

I agree to be bound by the rules and conditions attached and by any amendments which may be displayed on the Company's noticeboard.

I enclose a deposit of £360 which I understand will be forfeit if the balance of the mooring/storage fee is not paid before 15 March 2022.

Please send the deposit before 19 December 2021 payable to Windermere Aquatic Ltd.

For BACS payments please reference with your name and postcode. Our BACS details:

Bank: **Natwest** Account Name: **Windermere Aquatic Ltd** Sort Code: **01-67-14** Account No: **41474597**

Signature of owner:

Date:

By signing this agreement you are acknowledging that you have read and understood Windermere Aquatic Ltd's rules and conditions valid from 1 November 2020 and that you will comply with these regulations. This Licence is not valid until accepted by the Company. **Please detach and retain the rules and conditions attached.**

For office use only

Application Date:

Invoice number:

Deposit paid: £

Pontoon Berth number:

THE QUAYS

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1 April 2022 - 17 March 2023

All prices quoted exclude VAT and are payable in full in advance.
Craning, handling and all work are charged separately.

SPORTSBOATS AND RIBS		Off-water undercover storage with full launch & Recovery service	
Boat Length (maximum)		£	
Up to 17 ft		2,320	
Up to 17 ft - wakeboard models		2,680	
Up to 18 ft		2,835	
Up to 20 ft		3,150	
Up to 22 ft		3,450	
MARINA BERTHS			
CATEGORY 1 - SMALL BOAT MARINA - No electrical connection			
Includes undercover winter storage from 1 Nov 2022 to 17 Mar 2023 for Sportsboats & RIBs only			
Berth length	Pontoon	Max Feet	£
6m	G & H	18'	2,195
6m	G & H	20'	2,500
7m	G & H	23'	2,900
CATEGORY 2 - MAIN MARINA BERTHS - Fully serviced pontoons			
Berth length	Pontoon	Max Feet	£
8m	E & F	24'	3,380
8m	E & F	26'	3,580
9m	D & E	28'	4,340
9m	D & E	30'	4,690
10.5m	C, D & E	32'	5,360
10.5m	C, D & E	34'	5,930
11.5m	B & C	36'	6,695
11.5m	B & C	38'	7,420
CATEGORY 3 - PREMIUM BERTHS - Fully serviced pontoons			
Berth length	Pontoon	Max Feet	£
12.5m	A & B	40'	8,095
12.5m	A & B	42'	8,550
14m	A & B	44'	9,020
14m	A & B	46'	9,740
15m	A & B	48'	10,200
15m	A & B	50'	10,900
15m	A & B	50'+	11,485
CATEGORY 4 - PREMIUM OUTSIDE BERTHS - Fully serviced pontoons			
Berth length	Pontoon	Max Feet	£
9m+		30'+	add to standard charge : 1,000
BERTHING EXTRAS AND UNDERCOVER STORAGE			
Annual fee, Tenders, Dinghies	max 10'	1 April 2022 ~ 17 March 23	595
Summer storage for Trailers		1 April 2022 ~ 31 Oct 2022	400
Winter Storage Sportsboats + RIBS	max 18'	1 Nov 2022 ~ 17 Mar 2023	465
Winter Storage Sportsboats + RIBS	max 22'	1 Nov 2022 ~ 17 Mar 2023	695



All enquiries to:
berthing@aqw.uk

t: +44 (0) 1539 44 21 21

Boats whilst for sale or left uncollected - annual fee on a pro-rata basis.

Electricity recharged as per POSITIVE ENERGY resale price of electricity tariff. All prices are exclusive of VAT

N.B. Winter period - the above tariffs include storage throughout the winter months. Craning and any handling costs are not included.

Undercover storage is limited and only available at the company's discretion.

Your occupation of the mooring is subject to the rules and conditions overleaf.

Berthing fees are based on the physical LOA (length overall) of the boat or the berth length, whichever is greater.

WINDERMERE AQUATIC LIMITED - RULES AND CONDITIONS

Effective 1 November 2020

The berthing/mooring/storage ashore at Windermere Aquatic facilities, Lake Windermere.

1. In these conditions the company shall mean Windermere Aquatic Ltd., or its associated companies. The expression 'Marina' shall include Windermere Aquatic's marina and other lake edge facilities, together with all its deep-water moorings. The expression 'owner' shall include a chartered agent or other person for the time being lawfully in charge (other than the company) of the boat or vehicle.
2. a) The company shall not be liable whether in contract, tort or otherwise for any loss, theft or any other damage of whatsoever nature caused to any boat 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 company or those for whom the company is responsible.
b) The owner shall indemnify the company against all loss, damage, costs, claims or proceedings incurred by or instituted against the company or its servants or agents which may be caused by the owner's boat or vehicle by the owner, his servants, 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 the company or those for whom it is responsible.
c) The Owner is responsible at all times for the behaviour of his crew and guests on the Marina.
d) The owner shall maintain fully comprehensive insurance in respect of himself and each of his vehicles or boats, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £3 million in respect of each accident or damage and in respect of each boat adequate salvage insurance. Such insurance shall be effected and maintained in an insurance office of repute and the owner shall produce the policy or policies relating thereto to the company on demand.
3. All persons using any part of the Company's Marina and/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 Company's Marina or facilities was caused by, or resulted from the Company's negligence or deliberate act or that of those for whom the Company are responsible.
4. a) Subject to paragraph (b) of this condition no work shall be done to the boat whilst at the Company's Marina without prior written consent of the Company 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 any nuisance or annoyance to any other users of the Company's premises or moorings or any other person residing in the vicinity.
b) Prior written consent for work to be carried out on the Company's Marina will not without good cause be withheld where:
 - i. the work to be carried out is work for which the Company, or our concessionaires or those who normally carry out work on the Company's behalf, would normally employ a specialist sub-contractor or
 - ii. the whole of the work is being carried out under warranty by the manufacturer and/or supplier of the boat or any part of the equipment to which the warranty relates.
5. No part of the Company's marina or premises or any other boat or vehicle while situated therein or thereon shall be used by the owner for any commercial purposes or for transacting any business, and shall be used for recreational or holiday use only, and not as a permanent residence.
6. Subject to any agreement to the contrary, the Company have the right to exercise a general lien upon any boat and/or its gear and equipment whilst in or upon the Company's Marina or afloat at any of the Company's moorings, until such time as any monies due to the company from the owner in respect of such boat and/or its gear whether on account of storage or mooring charges, commission or brokerage, work done or otherwise shall be paid.
7. All boats and vehicles in or on the Company's Marina or premises may be moved by the company to any other part of the marina or premises.
8. a) Unless he has the company's prior consent, the owner shall not lend or transfer the berth (this licence being personal to the owner relating to a particular boat and non-assignable) nor shall he use the berth for any other boat.
b) Nothing in the licence shall entitle an owner to the exclusive use of a particular berth.
c) An owner shall use only the berth allocated to him for the time being by the company.
d) Berths are not transferable. All deposits and fees paid are non-refundable. No reduction in berthing/storage fees will be made for surrender of a berth before the expiration of the period for which it has been booked.
e) At any time when the berth allocated to the Owner is not actually occupied by the boat the Company shall be free to permit its use by any other boat without paying compensation or giving any discount to the Owner.
f) All invoices are due for payment on the last day of the month following the invoice date. Any invoice outstanding beyond this period will be referred to our debt collector and will be subject to a surcharge of 20% + VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable. Your account will be frozen and no further work will be carried out until the debt is settled in full.
9. a) The company shall have the right (without prejudice to any other rights in respect of breaches of these rules and conditions by the owner) to terminate the licence granted to the owner in the following manner in the event of any breach by the owner of these conditions or any failure by the owner to make any payment due to the company. If the breach is capable of remedy or the owner has failed to make any such payment, the company may serve notice on the owner specifying the breach or the failure to pay and requiring him to remedy such breach or pay the amount due within 14 days. If the owner fails to remedy such breach or pay the amount due within 14 days, or if the breach is not capable of remedy, the company may serve notice on the owner specifying the breach or failure to pay (when not already specified) and requiring him to remove the boat within 28 days, at the expiration of which the owner shall remove the boat and any other property of his from the Company's Marina and premises.
b) This licence shall expire at the end of the period stated in the enclosed application for a mooring/storage and that at the expiration of the period the owner shall remove the boat from the Company's Marina and premises.
c) If the owner fails to remove the boat on termination of the licence (whether under this condition or otherwise) the owner shall remain subject to these rules and conditions and the company shall be entitled:
 - i. To charge the owner with the mooring fee which is applicable to the boat for the time being for the period between the termination of the licence and removal of the boat from its Marina and premises plus all accrued interest at 5% above NatWest base rate and/or any other associated costs in recovering the debt.
 - ii. at the owners risk (save in respect of loss or damage caused by the company's negligence during such removal) to remove the boat from its marina and premises and thereupon secure it elsewhere and charge the owner with all costs arising out of such a removal including alternative berthing fees, and any other associated cost in recovering the debt.
10. In all cases where a contract of hire or licence 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 or sent by registered post or recorded delivery service to the last known address in the United Kingdom of the Hirer of Licensee.
11. a) Acceptance by the Company of goods (including boats and/or their engines, gear and equipment) for repair or other treatment or for mooring or storage is subject to the provisions of the torts (interference with goods) Act 1977, which confers on the Company as bailiffs a right of sale exercisable in certain circumstances. Such sale will not take place until the Company have given notice to the owner in accordance with the Act.
b) Our obligation as custodian of goods accepted for mooring or storage ends upon the expiry or lawful termination of the grant to the owner of facilities for mooring or storage.
12. a) In the interest of safety and expedience, we reserve the right to move any boat and/or gear at our discretion.
b) The Company shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the boat and except to the extent that such mooring, re-berthing, movement, boarding, entering or emergency work arises from the negligence of the company or those to whom the company is responsible, the company's reasonable charges therefore shall be paid by the owner.
c) The owner shall take all necessary precautions against the outbreak of fire in or upon his boat and the owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the offices of the Company. The owner shall provide and maintain at least one fire extinguisher of a governmentally approved or Standard type and size in or on the boat fit for immediate use in case of fire. Owners shall not refuel boats in the Marina.
d) If a boat is, or is thought to be, polluting the Marina the Company reserves the right to take all necessary action to stop and prevent further pollution and charge the Owner accordingly.
13. a) Boats for sale, berthed or stored with the Company must be sold through the Company's Brokerage Department.
b) In the event of any breach of the owner of sub-condition (a) above, the owner shall pay the Company's brokerage fees calculated on the basis of the Company's brokerage terms and conditions applicable for the time being on the sale price of the boat or (in the event of such sale price not being disclosed to the Company or in the event of a sale at an undervalue) on the market value of the boat as ascertained by a suitably qualified person appointed by the Company.
c) A commission of £1,000 plus VAT will be levied on all replacement craft not supplied by the company.
d) The owner shall not display on his boat or in any other place on the Company's Marina and premises any sign, placard, notice or any other indication that such boat is for sale or hire, and in the event of any breach of this condition the Company shall have the right to remove or cover up such sign, placard or notice.
14. a) To safeguard your own and fellow berth-holders property, all craft berthed with the Company must have an adequate number of the appropriate strength warps and must be moored in a secure manner with fenders where necessary where recommended from time to time by the Company. Any boat moored by a means not recommended by the Company may be secured by the Company in a proper manner, and the cost thereof shall be re-paid by the owner to the Company.
b) An owner must ensure that all ropes fastening his boat to the Company's pontoons are adjusted at all times so as to preclude damage to that pontoon and/or any other pontoon and/or any other boat.
c) No items of boats gear, dinghies, canopies, fittings or equipment, supplies, stores or to the like shall be left upon the pontoons or car park.
d) The Owner shall ensure that all moveable items on the upper surface of the boat shall be secured.
e) The Owner shall on an annual basis obtain a gas safety certificate for any gas installation on board.
f) Boats should be kept in a clean and tidy state at all times. If the Owner fails to clean the boat within 21 days following a request from the Company, the Company has the right to undertake the work itself or appoint agents to do so and charge the Owner accordingly.
15. The Owner shall not permit any person within his control whilst on the Company's Marina and premises to (a) fish (b) swim (c) water ski (d) camp (whether in a tent or caravan or motorised caravan) (e) have a dog other than on a leash.
16. Dinghies, tenders, rafts and canoes shall be stowed aboard the boat unless a berth is separately provided by the Company.
17. a) No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Marina premises so as to cause any nuisance or annoyance to the Company, to any other users of the Marina or premises, or to any person residing in the vicinity, and the owner undertakes for himself, his guests and all using the boat that they shall not behave in such a way as to offend as aforesaid. Halyards shall be secured so as not to cause such nuisance or annoyance.
b) No refuse or effluent shall be thrown overboard or left on the pontoons or car park, or disposed off in any way other than in the receptacles provided by the Company or by removal from the Company's Marina and premises.
18. a) An owner and his crew and any persons under his control shall only be entitled to bring one motor vehicle at any one time into the Company's Marina and premises.
b) Owners and their crew shall park their motor vehicles and trailers in such position and in such manner as shall from time to time be directed by the Company.
19. The owner shall display on his boat and on his motor vehicle the Company's authorised identification at all times whilst on the Company's Marina and premises.
20. The owner shall not move or permit or suffer his boat to be permanently moved from the Company's Marina and premises during the term of his licence whether by the owner or by anyone with his authority without giving 24 hours notice in writing to the Company.
21. The toilets and changing rooms on the south docks are for the use by Windermere Aquatic key holder clients only. Smoking is not allowed in this building, and failure to comply will result in berthing/storage being terminated. It would be appreciated if clients would report any misuse of these facilities to the Management.
22. a) Vehicles and boats and their accessories and contents are left at the owner's risk and responsibility. Save insofar as such loss or damage is caused by the negligence of the Company or those for whom the Company is responsible.
b) Whilst the Company shall endeavour to safeguard our clients property to the best of the Company's ability, the Company cannot be in attendance over each and every boat 24 hours of every day, and must therefore strongly advise that all property is adequately insured and that any removable items are stored safely away.
c) The Company cannot guarantee the continuous supply of electricity to serviced berths as power cuts and breakdowns are not within its control. Overloading of the electricity supply will cause trips to activate and whilst the Company will do all it can to effect immediate reconnection this may not be possible outside normal office hours.
23. All berth-holders and visitors to the Marina shall be deemed to have accepted these rules and conditions, such regulations and any amendments to them shall become effective on being displayed on the Company's Marina notice-board.
24. There is no variation to the above Rules and Conditions unless notification is received in writing from the Company.