



## SHORT TERM MOORINGS – TERMS AND CONDITIONS

**The following terms and conditions apply to any vessel (“the Vessel”) moored on the Chelmer & Blackwater Navigation, other than at approved Long Term Moorings, for which a separate mooring agreement is held. Any boat owner (“the Boat Owner”) mooring a vessel on the Navigation is considered to have accepted these terms and conditions.**

### *Liabilities and Insurance*

1: Essex Waterways Ltd “the Company” shall not be liable for any loss or damage caused by an event or circumstance beyond its reasonable control (such as extreme weather conditions, the actions of third parties not employed by it, or any defect of the Vessel or other vessels). This extends to vessels, tenders, trailers, gear, equipment or other goods left with the Vessel or elsewhere on the Navigation or land under the Company’s management.

2: The Company shall not be under any duty to salvage or preserve an owner’s Vessel or other property from the consequences of any defect in the Vessel or other circumstance. However, the Company reserves the right to do so, particularly where there is a risk to other parties or their property or vessel or the environment, and where it does so the Boat Owner agrees to pay the Company’s reasonable charges for such services.

3: The Boat Owner may be liable for any loss or damage caused by them, their crew or their vessels and they shall be obliged to maintain adequate insurance including third party liability for not less than £1,000,000. This insurance shall include cover for wreck removal. The Boat Owner shall provide evidence of such insurance to the Company if requested. The Boat Owner agrees to pay an administration charge of £50 for each quarter in which the provision of evidence of insurance is not provided within 30 days of it being requested.

### *Ownership Details*

4: Whilst the Vessel remains on the Navigation, the Boat Owner agrees to notify the Company in writing of the details of the Boat Owner’s residential address and telephone number and e-mail address if so requested. The Boat Owner agrees to pay an administration charge of £50 for each quarter in which the provision of this information is not provided within 30 days of it being requested.

### *Berth Allocation*

5: The Company retains absolute control of berth allocation along the Navigation and accordingly the Boat Owner shall not be entitled to the exclusive use of any particular mooring, or to moor at any particular location, but shall use such berth as may be directed by the Company or its authorised representative. The Boat Owner authorises the Company to move the Vessel to another berth or part of the Navigation should the Company deem it necessary for the good management of the Navigation.

### *Termination*

6: If requested by the Company, the Boat Owner shall vacate any berth or other land managed by the Company, removing the Vessel and any associated tenders, trailers, gear or equipment. The Company shall not be obliged to give any reason for requiring the vacation of any particular mooring or section of the Navigation.

7: If any mooring fee or any part thereof or any administration fee shall be unpaid for 28 days after becoming due, the Boat Owner hereby authorises the Company, if it wishes, to remove the Vessel from the Navigation by whatever means the Company deems appropriate and Boat Owner shall be liable for all such reasonable costs incurred.

8: The Boat Owner hereby agrees that any trailer, tender, gear, equipment or other property left on the Company's land 30 days after leaving the Navigation shall become the property of the Company for the Company to deal with as it sees fit. In the event that the Company incurs any costs for disposal, the Boat Owner shall be liable to reimburse the Company for such costs.

9: The Boat Owner undertakes not to attempt to remove the vessel from the Navigation by means of any crane, winch, slipway, or by manual handling or any other method other than the Sea Lock without the approval of the Company, which shall not be unreasonably withheld so long as all fees and dues are paid prior to removal.

#### *Late Payment and Non-Payment*

10: The Boat Owner agrees to pay an additional administration charge of £50 for each quarter in which payment, or any part of such payment, is made more than 30 days after the due date, or if any cheque is unpaid by the Boat Owner's bank or other financial institution.

11: The Boat Owner hereby agrees that if any monies due to the Company under these terms and conditions, are not paid within 30 days of the due date, (and, where a residential address has been provided, that on expiry of 28 days notice sent by Recorded Delivery post to that residential address provided), the Boat Owner has still not paid such funds, then the Boat Owner hereby agrees that the Company may take reasonable steps to sell or otherwise dispose of the Vessel in a diligent manner, the proceeds of which shall be made available to the Boat Owner after deduction of (a) the monies owed to the Company, (b) reasonable expenses incurred by the Company during this process and (c) an administration fee of £500.

#### *Residential and Commercial Usage*

12: The Boat Owner shall not use or occupy the berth or permit the berth to be used or occupied for permanent residential or commercial purposes. The Boat Owner agrees to provide, if so requested, evidence of their usual place of residence by means of a copy of a utility bill (within six months of date) and a copy of a valid UK driving licence or other similar evidence as may satisfy the Company of the Boat Owner's residence.

13: Subject to condition 20 no work shall be done on the vessel, tender, trailer, gear or equipment whilst on premises under the management of the Company without the Company's prior consent other than minor running repairs and breakdown recovery or minor maintenance of a routine nature by the Boat Owner, his or her regular crew or family not causing nuisance or disturbance or annoyance to any neighbouring property occupier or any other user of the waterway.

14: Prior consent for work on vessels will not be unreasonably withheld by the Company provided that such works are undertaken (i) by either (a) the Boat Owner and his immediate family and crew or (b) reputable tradesmen or firms having first provided the Company with evidence of third party liability insurance of not less than £1,000,000 and (ii) provided that such work is undertaken without causing nuisance or disturbance or annoyance to any neighbouring property occupier or to other users of the waterway.

#### *Health Safety and the Environment*

15: Except where otherwise agreed by the Company the Boat Owner shall at all times maintain valid Boat Safety Scheme certification for the Vessel if that Vessel is moored or navigates above Hall Bridge on the Navigation. The Boat Owner agrees to pay an additional administration charge of £50 for each quarter in which current Boat Safety Scheme certification is not held for a period of 30 days or more for any boat that moors or navigates (for however short a period) above Hall Bridge.

16: The Boat Owner shall keep each place where the Vessel may at any time be moored in a tidy and good condition and free from any possessions, fixtures or other objects not otherwise stored on the vessel unless otherwise agreed by the Company. The Boat Owner shall maintain the Vessel in a clean and tidy manner.

17: The Boat Owner undertakes not to make any alterations, painting, inscriptions or attachments to any landing stage unless agreed in writing by the Company. The Boat Owner undertakes to reimburse the Company with the cost of removing any unauthorised alterations, paintings, inscriptions or attachments to any landing stage and the cost of removal of any possessions or rubbish placed on the banks of the Navigation.

18: The Boat Owner undertakes not to store on the Vessel any articles of a combustible inflammable or dangerous nature (other than fuel inside the fuel tanks that are a permanent part of the vessel, its engine or domestic appliances and which are compliant with the Boat Safety Scheme's requirements) or use or permit the Vessel to be used for any illegal or immoral purpose.

19: The Boat Owner undertakes not to light any fires (including barbeques) on any land managed by the Company except where appropriate facilities are provided by the Company expressly for that purpose or except where a barbeque is maintained above ground level so as not to cause any damage to any landing stages, grass or other surroundings.

20: The Boat Owner is responsible to ensure that work undertaken on the Vessel, whether by himself or herself, crew, family or tradesmen is done so in a safe and workmanlike manner, and that any accidents involving injury to any person or damage to any property that occur on land managed by the Company, whether at mooring locations or elsewhere on the Navigation, are reported to the Company as soon as possible after they occur.

21: The Boat Owner undertakes not to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to other users of the Navigation or to adjoining or neighbouring properties. The Boat Owner undertakes not to use a chainsaw for cutting up logs or for any other purpose anywhere on the Navigation or on land managed by the Company without written approval, which shall only be given upon the provision of evidence of appropriate formal training within the past five years.

22: The Boat Owner undertakes not to use sea toilets or to permit the discharge or toilet waste of other polluting matter anywhere into the Navigation. The Boat Owner undertakes that no refuse shall be thrown overboard or left on any mooring site or elsewhere on land managed by the Company, or disposed of in any way, other than in the receptacles provided or by removal from Navigation and land managed by the Company. Recyclable materials shall be placed in the correct recycling receptacles where provided.

23: The Boat Owner undertakes not to keep any animals on the Vessel or on any land managed by the Company other than domestic pets during temporary visits. The Boat Owner undertakes to keep any domestic pets on a lead, or similarly restrained, whilst within 100 metres of any lock or moored vessel on the Navigation.

#### *General Conditions*

24: The Boat Owner shall observe any reasonable rules and regulations the company makes and notifies to the Boat Owner from time to time.

25: The Boat Owner shall not be entitled to any rights to the waterway or its banks, wharves or other moorings, or to any other land managed by the Company.

26: The Boat Owner shall indemnify the Company, and keep the Company indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this agreement, any breach of any of the Boat Owner's undertakings or the exercise or purported exercise of any of the rights given in these terms and conditions, save for the negligence of the Company.

27: The Company reserves the right to, and the Boat Owner permits the Company's servants to, enter onto any land or mooring place for the purposes of inspection and undertaking repairs and works whether to any mooring site or in its vicinity; and to move the Vessel temporarily to facilitate the carrying out of such repairs or works.

28: The Company shall not be held responsible or liable for any loss or damage or inconvenience caused through loss of water levels, submerged objects, foul berthing, dust, grit, smoke, overgrown vegetation, falling branches or other environmental or atmospheric pollutions or non-availability of navigation, whosoever caused.

#### *The Vessel*

29: The Boat Owner will ensure that the name of the Vessel is prominently displayed on both sides of the Vessel and that all tenders and trailers are clearly identifiable whilst on the Navigation or adjacent land managed by the Company.

30: The Company will exercise reasonable care including when moving the Vessel but will not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control including the actions of third parties and any defect in the Vessel or in vessels owned by third parties.

31: Before using any lock on the waterway, other than the sea lock (which is only operated by the Company's employees and authorised volunteers) the Boat Owner undertakes that all persons at any time in charge of the Vessel shall have undertaken lock instruction with an instructor nominated and approved by the Company.

32: The Boat Owner undertakes only to use lock handles provided by the Company when operating locks on the Navigation. Such lock handles shall remain the property of the Company and are provided only on loan against which a deposit is charged.

### *Parking*

33: Vehicle parking on land managed by the Company is not usually available for Boat Owners with short term moorings. However, if made available, such parking must be in accordance with the directions of the Company, including the clear display of any permits required. The Company shall take no responsibility for any loss or damage to such vehicles or their contents under any circumstances or for any fines incurred by the Boat Owner for parking outwith the advertised arrangements. Any keys or authorisation permits for use of car parks shall remain the property of the Company and are provided only on loan against which a deposit may be charged.

### *Notes*

34. Angling rights on the Navigation are leased to Maldon Angling Society. Further information is available at <https://www.waterways.org.uk/waterways/sites/essex-waterways/things-to-do/angling>

35. Information for boaters on the Navigation is available at: <https://www.waterways.org.uk/waterways/sites/essex-waterways/things-to-do/boating>

36. Arrangements for canoeing and paddle-boarding are at: <https://www.waterways.org.uk/waterways/sites/essex-waterways/things-to-do/canoeing-paddleboarding>

37. Details of charges are available at <https://www.waterways.org.uk/waterways/sites/essex-waterways/licences>

These Terms and Conditions were approved by the board of directors of Essex Waterways Ltd on 29th March 2019 and updated for minor changes of detail in January 2021

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