



Northwich Quay

Mission Statement- Our aim at Northwich Quay is to provide a top quality, friendly and efficient marina, in a vibrant town centre location. Where customers can come and go or be equally happy just relaxing on their boats watching the world go by. We aim to ensure that mooring operations maintain a favourable relationship with neighbouring residents, and businesses, and that we operate in a manner that reflects well on the character of Northwich.

To this end we would like to draw your attention to certain conditions applicable to boats and Owner at Northwich Quay. These are to promote the safety, enjoyment and efficiency of the moorings.

Mooring Terms and Conditions

1. In these Conditions, the Company shall mean Geomac Ltd and/or its Agents to whom the application for berthing is made. The expressions “marina” herein shall include Moorings or any other facility for berthing a vessel. The expression “Owner” shall include the Owner Charterer, Master, Agent, or other person for the time being lawfully in charge of the boat. In these Conditions the masculine shall be taken also to denote the feminine and the singular shall also be taken to denote the plural.
2. The Company retains all rights of possession in respect of all berths, and nothing in the Licence shall entitle the Owner to the exclusive use of a particular berth.
3. All vessels in or on the Company’s premises may be moved by the Company to any other part of the moorings. The Company reserves the right to move adapt or remove pontoons at their discretion for the purposes of maintenance renewal or reconfiguration of the Moorings.

4. The Owner shall not lend or transfer the berth (this licence being personal to the Owner relating to a particular vessel and non-assignable) nor shall he use the berth for any other vessel. Moorings may not be sublet.
5. The Company may have use of the berth when it is left vacant by the Owner.
6. Berths shall be licensed in accordance with these Terms and Conditions and the charges will be calculated by reference to the Company's published tariff for jetty length which from time to time will be amended by the Company.
7. All mooring fees to be paid in advance according to the mooring rate tariff.
8. The Owner may terminate the licence granted to the Owner by giving the Company 28 days' notice of such termination, at the expiration of which the Owner shall remove the vessel from the Company's premises.
9. The Company shall not refund to the Owner any unexpired portion of the licence fee.
10. 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 vessel or vehicle or 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.
11. The Owner shall maintain third party insurance in respect of himself and his craft, for the time being and his agents, visitors, and guests in a sum of not less than £3,000,000 (three million pounds) in respect of each accident or damage and in respect of each vessel to maintain adequate salvage insurance. The Owner shall produce the policy or policies relating thereto to the Company on demand. Please be advised your boat must have a carbon Monoxide Alarm as this will become a legal requirement for you BSS, As this will become a legal requirement from 1st April 2019
12. All craft must be licensed with details provided to the marina, and boaters details of home addresses are to be supplied on the mooring application form.
13. The Owner undertakes to remove their craft from the marina on at least two occasions during each year.
14. No part of the Company's premises or any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial or residential purposes.

15. No work shall be done to the vessel whilst at the Company's, premises or moorings other than minor running repairs or minor maintenance of a routine nature by the Owner, not causing any nuisance or annoyance to the Company or to any other users of the Company's, premises or moorings.
16. The Owner undertakes to ensure that any contractor appointed by the Owner to work on the vessel shall obtain the permission of the Company before entering the marina and shall sign the Company's 'Declaration by Visiting Trade Operators' and shall carry full current Public and Employers Liability Insurance including a minimum of £5,000,000 (five million pounds) Third Party Cover.
17. The Company shall not be liable whether in contract, tort or otherwise, for any injury, loss, theft, or any other damage of whatsoever nature caused to any Owner vessel or vehicle or other property of the Owner or others claiming through the Owner.
18. Should the Owner choose to pay the Company for annual mooring by monthly direct debit the Owner undertakes to pay for this mooring for the entire period as booked and that if the Owner chooses to vacate the mooring earlier than the end of the annual berth period then the Company shall not be liable to make any refund nor to offer any credit of unpaid mooring for the remainder of the period and the Owner shall pay the full account remaining for the period of this Licence prior to the vessel leaving the marina.
19. If the Owner fails to remove the vessel on termination of the licence (whether under this Condition or otherwise), the Company shall be entitled:
 - (i) To charge the Owner with the mooring fees at the published daily tariff rate.
 - (ii) At the Owner's risk to remove the vessel from its harbour and premises and thereupon secure it elsewhere.
20. The Company reserves the right to ask any moorer who does not comply with the terms and conditions or displays any unreasonable behaviour or disagreement within the marina to leave the marina, without a refund.
21. The Company reserves the right to give immediate notice for any behaviour that is detrimental to the comfort of other moorers. We have a Zero Tolerance Policy in action so any form of unacceptable behaviour including verbal, physical by text or phone whether under the influence of alcohol or not. Music should not be heard outside your own boat also any moorer making uninvited physical or verbal inappropriate advances to females will be told to leave then and there without any due notice, no refund will be given.

22. Any monies outstanding for an unreasonable period (without prior agreement) will result in the craft being removed from the moorings. Any cost will be borne by the Owner.
23. Wide beams boats may be accommodated on certain pontoons and will incur the appropriate tariff charge for the moorings taken.
24. There is limited parking available within Waitrose car park and parking will be regulated under separate a tariff and conditions on a first come first served basis.
25. All visitors must report to the marina office on arrival.
26. All craft using mains electricity supply from the bollards must be fitted with an earth breaker, and this should be available for checking at any time. No guarantee is given by the Company for the continuous supply of electricity and the Owner is responsible for the consequences of a discontinued electricity supply and shall take all necessary precautions assuming that a continuous supply of electricity is not maintained. The Owner shall observe all statutory and local regulations relative to electricity in or upon their vessel.
27. All craft must be kept tidy and presentable, no items such as bicycles, coal, wood, etc; to be stored on the roof. Television aerials must be no taller than 500mm from the top of the roof. Items such as plant pots etc; should not be placed onto the jetties or walkways (they are a potential trip hazard).
28. Excessive noise from burglar and fire alarms or matrix heaters (such as eberspacher) will not be tolerated. Owners must also be aware of heaters burning the pontoons.
29. Mooring space is not automatically sold with the craft and all craft must be sold through the marina and charged at current rates. Please ask at the office. No for sale signs to be displayed on any craft.
30. Children must be accompanied by a responsible adult at all times. No running or cycling is allowed on the pontoons.
31. Pets should be kept on a lead at all times while in the marina and under the owners control at all times. Pet owners should not allow their dogs/cats to foul any part of the marina, if owners do not clear up after their pet, or if the animal is causing annoyance or is aggressive to others, they will be asked to leave the premises.
32. The Company reserves the right if necessary and at our discretion to move any craft, to an alternative mooring.

33. No engines or generators to be run within the marina between the hours of 6pm and 8am.
34. Please respect the other Owners and keep any noise and disturbance to a minimum.
35. The Owner shall not affix a washing line or display any washing or laundry on any part of the vessel, pontoons or jetties, or within any part of the marina.
36. The gates will be locked at all times, and for the security of the site should be kept so at all times, and entry codes are not to be passed to non-Owners.
37. Owners must notify the office of any changes of your vessel name, address, and contact number.
38. If in the condition of the vessel has been left to deteriorate to such an extent that it is detracting from the enjoyment of other berth-holders or poses a threat to safety or navigation the Owner shall be asked to clean and/or maintain the vessel or remove it.
39. Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require, and adequate warps and fenders shall be provided and fitted by the Owner.
40. All persons using any part of the Company's premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk.
41. The Owner agrees to comply with the Company's published Health & Safety policy at all times. A copy of this is available in the Marina Office.
42. The Owner undertakes to report to the Company within 24 hours any accident or injury that occurs on the marina or within the Company's premises.
43. No craft, when entering or leaving or manoeuvring in the moorings, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels or any person(s) thereon.
44. Fishing, swimming, diving, are not permitted from the moorings or craft.
45. 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 shall be exhibited at the offices of the Company. The Owner shall provide and maintain fire

extinguisher(s) and fire protection equipment in accordance with local and statutory regulations in or on the vessel fit for immediate use in case of fire.

46. Owners shall not refuel vessels on the moorings.
47. The Owner must not use any part of the Company's premises for the purpose of lighting BBQs and they must not be lit on pontoons or aboard vessels.
48. The Owner agrees to comply with the Company's published Environmental policy at all times. A copy of this is available in the Marina Office.
49. No refuse, sewage, oil or other waste shall be thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in any receptacles that may be provided by the Company, or by removal from the Company's premises. The disposal of gas canisters is the sole responsibility of the Owner.
50. Only smokeless fuel is to be used in coal-burning stoves where fitted aboard an Owners vessel.
51. No guarantee is given by the Company as to water levels within the River or the Company's moorings and the Owner is responsible for any consequence of fluctuating water levels such as flood or low flow conditions.
52. The moorings are located in a river which could flood from time to time and the Company will not be liable for any damage or injury, and the Owner must secure their boat appropriately.
53. Bilges or tanks must not be emptied, flushed or pumped out whilst any vessel is afloat in the Company's premises. Chemical and/or sea toilets must not be discharged or emptied into the river. The Company is bound to report any such incident to the statutory authorities.
54. The Owner shall not leave any electric fan or incandescent heater in operation aboard the vessel while the vessel is unoccupied.
55. The Company reserves the right to disconnect or discontinue the shore supply to the Owners vessel in the case of overloading, persistent earth tripping, or for fault finding purposes.
56. The Company reserves the right to charge to the Owner the costs of any repairs or replacements to the Marina electrical system necessitated to any damage caused by the Owner or their vessel whether accidental or otherwise.
57. The Owner undertakes to pay the Company for all electricity consumed at the Company's premises by pre-payment card. This charge may alter without

notice as supply costs alter. Charges for electricity supplied will include standing charges, monthly demand charge, capacity charge, climate change levy, repair and renewal costs, NICEIC certification costs, maintenance costs, and administration costs. Electricity is supplied in accordance with OFGEM regulations.

58. The Company reserves the right to alter or amend from time to time the current mooring rate per metre and so introduce regulations which relate solely to the administration of the Company's premises and which are not inconsistent with these Conditions, and to amend such regulations from time to time. Such regulations and amendments shall become effective on being displayed on the Company's public notice board or other prominent place at the Company's premises, and the Company shall have the same rights against the Owner for a breach of such regulations and amendments as for a breach of these Conditions.
59. The Owner agrees that the Company may from time to time send the Owner newsletters and /or mailings relating to the normal business of the marina or its tenants (such purpose restricted to matters concerning the Owner's vessel or normal marina business). The Company undertakes not to give the Owner's details to any other third party (except where obliged by law to do so).
60. The Company will not be liable for delays or failures to perform its duties under this agreement if these are the consequence of causes or circumstances beyond its reasonable control (including but not limited to acts of God, war, riot, civil disturbance, terrorism, acts of government, strikes, fire, flood, power failure, or communications failure).

With all that said we aspire to create a safe tidy and friendly environment for all users of the moorings.