



ASHWOOD MARINA

Terms of Business Including Moorings and General Regulations for Users

(To be issued in conjunction with a licence agreement for new moorers and caravan owners)

In these conditions and the mooring license agreement signed, the owner shall include any other person in charge of the vessel and/or crew member with the owners' consent. The expression, "The company" shall include marina staff, security personnel and where appropriate personnel from one of the associated companies based at Ashwood Marina.

Owners and their visitors are expected to abide by these regulations and the company reserve the right to ask anyone failing to comply to leave the marina immediately.

All visitors come and use the marina facilities at their own risk and as such, neither the company, its directors or employees take any responsibility for any virus, illness or injury they believe they have incurred as a result of their visit and their usage of the facilities.

1.

- a) Boats must be moored on the berth, and caravans and stored boats parked on the standing allocated to them. This berth or standing will be held reserved at all times for the person to whom it is allotted, the rental being paid for the berth or standing whether occupied or not. Sub-letting of boats or caravans is not allowed on the marina.
- b) It is forbidden for customers to attempt to turn narrowboats in the marina.
- c) If the company shall at any time require a boat or caravan to be moved to some other berth or standing and shall so request the owner to move the craft, or caravan, the owner shall immediately comply with the request and the company reserve the right themselves, by their agents, or servants, to move the craft or van if the owner does not do so or there is insufficient time etc., to contact the owner.
- d) No part of the marina or any vessel, vehicle or caravan while situated therein or thereon shall be used by the owner for any commercial purpose.
- e) When the berth or standing is temporarily vacant, then the company may use this to house visiting craft or vans for a limited period of time.
- f) In the interests of safety and expediency we reserve the right to move any vessel and/or gear at our discretion.
- g) Customers wishing to leave Ashwood Marina must give 2 months written notice and pay their account in full before moving their vessel(s).

- h) If a mooring or storage space is reserved and held, then this needs to be paid for 12 months in advance.

2.

- a) Boat or caravan owners will be held absolutely responsible for any damage or obstruction caused by their craft or caravan (whether by act or neglect of the owner, his servants or agents, or not) to the waterway, to other boats or caravans, or to any part of the Ashwood property.
- b) The company shall not be liable for any injury (whether fatal or otherwise) loss of, or damage to the person or the property of the boat or caravan owner, or any other person arising out of, or connected with, the keeping and/or using of the caravan on the land or boat on the waterway, or car on the marina premises. The owner shall indemnify the company, their servants and agents, against any claims, demands, proceedings, costs or expenses which they may incur or sustain, in respect of any of the aforesaid matters, except to the extent that such loss, theft or damage may be caused by neglect or wilful negligence of the company.
- c) Owners shall adequately insure their vessels, caravans and cars against all risks normal to the use of the said appliances and shall carry adequate third party insurance to cover themselves and any visitors against any claims which may be made against them for negligence.
- d) Owners shall keep and maintain fire appliances aboard their vessel to comply with RCR/BSC regulations and shall familiarise themselves with any fire regulation directives, issued by the company.
- e) Owners of caravans shall keep and maintain fire appliances in line with manufacture's guidelines and shall familiarise themselves with any fire regulation directives, issued by the company.
- f) Officially we are classified as a holiday park and as such leisure boaters can stay on their vessels during the weekend and up to a total maximum of 4 weeks during the official open season of April to October.
- g) Extended stays during the summer and staying on boats during the closed season can be arranged by prior agreement.
- h) For static caravan owners, the Council have stipulated that our caravan area is counted as a holiday park and so you cannot stay for any longer than 2 weeks at a time and must have a minimum return time of 4 weeks. The exception to this is weekends, for which there is no restriction on how many times you stay across these.
- i) Boat owners granted a 'Live-aboard' status can occupy their vessel continuously during the period March 1st – December 31st inclusive. They must not occupy the vessel during the period 1st January – 28th February inclusive.
- j) Boat and caravan owners, including "Live-aboard" customers, must have a postal address for their mail or parcel deliveries, **Ashwood Marina cannot be used as their postal address.**
- k) Static caravans must provide us with a copy of their Gas Safe and Electrical Safety certificates.

- l) Static caravans must be sold through Ashwood Marina brokerage system.

3.

- a) Boats and caravans shall at all times be kept in a watertight, sound, neat and tidy condition, boats being kept securely moored to their berth. Boats must be taken through the moorings at the slowest possible speed.
- b) Steps, landing stages, cuttings in the banks etc., shall not be made, nor trees felled or lopped. Any such items requiring attention need to be reported to the harbour office. Owners are required to keep their standings or berths clean, tidy and clear of any items including deckchairs, storage containers and washing lines. Fittings, bits and pieces and tackle, must not be left on the verges. **IF THEY ARE THEY WILL BE REMOVED** and the cost of removal charged to the owner.
- c) The erection of buildings/storage bunkers, no matter how temporary or portable is not allowed.

The exception to b and c is formal residences, in which case prior to making changes and/or erecting buildings/bunkers, etc, they must seek permission from Ashwood Marina.

- d) The company reserve the right to request owners to take their vessels or vans off the moorings and premises, without being under any obligation to disclose their reasons for such a request. In the event of an owner being requested to remove his caravan or vessel, the company will refund a due proportion of the fee paid in respect of the mooring or standing involved, and there the company's liability in the matter shall be at an end. This is subject to the site being left in a satisfactory state and that no claim or claims are pending against the owners of the caravan or vessel. In case of default, the company reserve the right to remove the craft or van by themselves, their agents or their servants to such a place, as in their absolute discretion they may think fit, without being in any way liable for any damage, injury or loss thereby caused.

4.

- a) In all cases, where a licence to occupy any moorings, berth, storage space, property or facilities may be deemed to apply and 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 Licensee.
- b) Subject to any agreement to the contrary, the company have the right to exercise a general lien upon any vessel, caravan or gear and equipment whilst in or on our premises or afloat at our moorings until such times as any moneys due to us from the owner in respect of such vessel, caravan or gear whether on account of storage/mooring or charges for work done or otherwise shall be paid.
- c) Notice is hereby given in accordance with Section 1, sub-section (3) (a) of the Disposal of Uncollected Goods Act 1952; that acceptance by us of goods (including vessels and/or their engines, gear and equipment) for repair or other treatment is subject to the provisions of the above Act, which confers on us as bailees, a right of sale exercisable in certain circumstances after an interval of not less than 6 months from the date on which the goods are ready for re-delivery.

- d) If any moorings, storage, or other charges shall remain unpaid for 6 months or more after notice in writing has been sent, as previously described, the company shall have the right to sell any vessel or other property belonging to the owner and on our premises, retaining any balance of the proceeds of such sale to the account of the owner. We shall have the same right to sell any vessel or other property left on our premises for 6 months or more after a valid notice to remove the same is sent, as before described.
- e) Where mooring accounts are unpaid for 6 months the company will remove the vessel from its mooring until the account is brought up to date and store it elsewhere on site, but not on a mooring. A re-mooring fee will be charged and the boat will be re-berthed on the first suitable available mooring. At all times until it is re-berthed the original mooring fee will be charged.

5.

- a) Should customers use contractors to work on their vessel/caravan; then they should be our approved contractors, Ashwood Marine Services and Boat Repairs or J & H Trimmings.
- b) Should they be unable to undertake the work and another outside contractor is appointed, then before this party can come on site to work on their vessel/caravan, the company must have written confirmation advising of this third party, the work they will be undertaking and when they will be undertaking it. The contractor must then report to the Harbour office when they arrive on site and show a copy of their liability insurance certificate.
- c) For DIY jobs, then no work shall be done to the vessel whilst on the moorings at Ashwood, other than by the owner or crew, unless with the prior written consent of the company which may be withheld at its discretion. Any such work by whomsoever carried out shall be done in such a manner as not to cause a nuisance to any other users of the marina, or local residents
- d) If such jobs involve the usage of potentially damaging substances, which include a range of domestic cleaners and disinfectants, then users must abide by the storage, usage and disposal instructions given on the container. If the user is in doubt about the safe storage, usage and disposal of these products, then he/she can raise this with the Harbour Master.
- e) All vessels and gear are repaired, worked on, moved, stored and otherwise managed and kept at the sole risk of the Owner and Ashwood Marina Ltd and its employees/representatives accept no responsibility for loss, damage, or delay occurring from any cause whatsoever, unless the Owner establishes that such loss, damage, or delay was caused by, or resulted from negligence on the part of those for whom we are responsible. Customers should therefore ensure that their vessels and/or property are adequately insured against all risks; they also should ensure that they themselves are adequately insured against third party risks as they may be liable for damage caused by their vessels, property, themselves or their crew whilst on or about the premises.
- f) Banging and the use of noisy power tools is only permitted during normal working hours on weekdays, or 10am – 1pm on Saturdays. Therefore banging and the use of noisy power tools is not permitted on a Saturday afternoon, Sundays and Bank Holidays.
- g) The use of generators and running of engines is not permitted before 10.00am in the morning or after 4.00pm in the evening. During the permissible hours, they should not be

left running for periods exceeding 20 minutes every 3 hours.

- h) Radios etc., must not be played other than inside a boat and then at a level so as not to be audible from outside the vessel. Persistent offenders may be asked to leave the marina.
6. All dogs must be kept on leads at all times. Dogs prone to barking must not be left by themselves to cause annoyance to others. Dogs being walked are to be kept on a lead not exceeding 10 feet long and prevented from fouling the marina, faeces must be cleaned up and disposed of in the bins provided. Persons not complying with these requirements will not be allowed to bring their dogs. Dogs may be allowed off leads in the dog walking area.
- 7.
- a. Cars must not be parked on verges, lay-bys or passing points, they must be left on the Designated car parking spaces. **Cars must not be driven at over 5 m.p.h.** The company accept no liability for cars parked on the premises. Each mooring holding is allowed up to 2 vehicles to be parked on the marina.
 - b. Additional vehicles will be charged for if left overnight. Visitors should park in the top car park by the marina entrance or large car park in the Telford area.
 - c. A car parking charge will also apply for non mooring holders who wish to leave their vehicles parked at Ashwood Marina.
 - d. All vehicles parked at Ashwood Marina are left entirely at the owner's risk.
8. Whilst we welcome children, our Health and Safety restrictions require that they should be closely supervised at all times and are not allowed to roam or ride bicycles freely around the premises. Children cannot stay on boats/in static caravans for more than 2 consecutive nights unless by prior arrangement.
9. **Under no circumstances are open/manmade fires allowed by any residents, tenants, mooring holders or visitors.** Barbeques are allowed if a proper BBQ base is being used.
10. No swimming is permitted in the harbour.
11. Rod fishing is permitted only for boat owners and immediate crew and then only from the owner's mooring. Bait, tackle and gear must not be left on the banks. Anglers must use barbless hooks and carry a current E.A. rod licence.
- 12.
- a. Chemical toilets must only be emptied at the proper elsan disposal point. We regret that we do not offer a pump out facility. Nearest facility is at the CRT moorings, Kinver. Please speak to our Harbour Master regarding compost toilet emptying arrangements.
 - b. Bilges must not be pumped out into the harbour.
 - c. Oil and other chemicals must not be drained or tipped into the canal – instead they must be put into containers and taken away for proper disposal
 - d. Grey water must only contain 'Eco' friendly detergents and chemicals
 - e. Domestic type rubbish only is to be put in dustbins. All other rubbish and scrap should be taken home. For major re-fits skips can be arranged through the Harbour Office.
 - f. Empty gas cylinders must be correctly disposed of and not left on moorings. Gas cylinders

- found on the bank will be returned to vessel/caravan.
- g. Please see Harbour Master reference disposal of old batteries.
13. Interest will automatically be charged on all accounts which are not paid by the due date indicated upon the invoice.
Mooring and storage charges will be reviewed annually and increases will take effect from 1st April.
- 14.
- a. As a comprehensive Brokerage service is provided at Ashwood the company does not permit notices for sale to be displayed on boats for sale on the moorings. If an owner wishes to sell his/her boat privately, it must be taken away first.
 - b. Moorings are not automatically given with the sale of a boat: Instead if the new owner is accepted then they will have to pay a berthing fee.
 - c. If the new owner is not accepted, then the vessel will have to leave the mooring no later than the end of the quarter during which it was sold.
 - d. Plots are not automatically given with the sale of a caravan.
 - e. In the case of static caravans, if they are being sold with a view to remaining on Ashwood Marina's land, then they must be sold through Ashwood Marina's brokerage service.
If a static caravan is sold privately by the owners then a management fee will apply and the transaction must go through Ashwood Marina Ltd. Otherwise the caravan will be expected to be removed from Ashwood Marina on the day it is sold. Removal costs will be charged to the original owners.
 - f. All buyers are subject to the Marina's vetting procedure and if deemed unsuitable the sale will not go ahead. The company do not have to give a reason for refusing the buyer completion of sale.
 - g. If the mooring/storage payments are in arrears the company will exercise its lien on the vessel/caravan until the mooring account is brought up to date.
15. In the event of circumstances arising beyond the company's control, where it is not possible for the marina mooring facilities to be used for an unacceptably long period; by arrangement between the owner and the company the licence may be terminated and the company will refund to the mooring holder the unexpended portion of the licence fee dating from the date of the said arrangement being made, subject - (a) to the boat being removed from the premises by the agreed date and, (b) that all mooring/storage accounts are paid up to the said date.
16. When there is ice on the canal, **IT MUST NOT BE BROKEN AND BOATS MUST NOT BE MOVED UNTIL IT HAS MELTED.**
17. Empty gas cylinders and containers containing hazardous chemicals, including basic cleaning agents must not be left within vessels/caravans for long periods of time.
18. The lifting of cruisers onto/into stored ashore/the water must be undertaken by our approved contractor, who carries appropriate insurance. This service can be arranged through our Harbour Master. Under no circumstances must boat owners and their crew assist/involve themselves with this facility.
19. Owners and their vessels must abide by Canal & River Trust and Environmental Agency rules and regulations concerning the usage of boats and canals and rivers. Owners must provide Ashwood Marina with copies of insurance and Boat Safety certificate and Gas Safe certificate for caravans.

20.

- a. Should the company agree to undertake any services on behalf of a boat/caravan owner, subject to express agreement to the contrary, any delivery date quoted is given in good faith and is not guaranteed but delivery shall be within a reasonable time of any date specified, bearing in mind all the circumstances of the particular case. Subject to express agreement in writing to the contrary, all quotations given by us are subject to the cost of labour and materials remaining at the same levels as those prevailing at the time of the quotation and, the quoted price shall be increased or decreased by the amount by which the actual cost of labour and materials have increased or decreased by reason of variation of the aforesaid levels since the date of the quotation. Any increase shall also include overhead expenses based on the rates ruling at the date of quotation as applied to the increased labour. Any quotation is subject to acceptance within seven days from the date thereof. 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 unless it arises from our wilful acts or omissions or from our negligence.
- b. No article/service sold by us for resale shall carry any warranty or condition of sale, expressed or implied, as to quality or fitness for any particular purpose unless the customer, when he orders that article, sufficiently explains the purpose for which it is required and makes it clear that he is relying on our skill and judgement. No proprietary article ordered by name, type and /or size by a customer and sold by us for resale, shall carry any warranty or condition of sale as afore said, save that of the manufacturer where applicable. In no event do we accept liability for consequential damage beyond replacement of any faulty or unsuitable article supplied.
- c. We shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of any defect in the vessel or property concerned unless we have been expressly engaged to do so by the customer on commercial terms. Similarly we shall not be under any duty to salvage or preserve a customer's vessel or 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.
- d. Quotations cover only the work and/or items specified thereon and all additions, alterations, waiting time and any additional costs due to modified instructions, will be charged to the customer at ruling prices. If, in the course of executing any work, we find any defect in a vessel and /or its gear that in our opinion should be rectified without delay, and before the owner's consent can reasonably be obtained, we reserve the right to carry out such necessary repair at our discretion and to charge same to the owner. Notice of any such rectification will be forwarded to the owner forthwith. We may subcontract all or part of the work entrusted to us by the customer, on terms that any such subcontractor shall have the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, which exist for us under these Terms of Business. Where we exercise this right we shall remain responsible to the customer for the performance of our subcontractor.
- e. Unless otherwise agreed between us payment for all work, goods and services 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. We have the right to charge interest on any sum

outstanding for more than 30 days (except in the case of a reasonable and proportional retention by the customer of any amount genuinely in dispute between us and the customer) on the outstanding balance at 4% above Bank of England base rate which may be calculated daily up to the date of actual payment. In the case of business customers this rate will be substituted with the current rate applicable under late payment legislation.

- f. Title to all goods, equipment and material supplied by us to a customer shall remain with us until full payment has been received by us. Risk in all goods, equipment and material supplied by us to a customer shall pass to the customer at the time of supply to the customer.
 - g. We accept vessels, gear, equipment and other property for repair, refit maintenance or storage subject to the provision 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 redelivery of the goods (which includes a vessel and any other property). A 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:
 - 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;
 - Our obligation as custodian of goods accepted for storage ends when we give notice to the customer.
21. In the absence of any written agreement or arrangement to the contrary, delivery is given at our Yard or in the water adjacent thereto.
22. Throughout this document the word "Owner" shall include a Charterer, Master or Authorised Agent.
23. Unless otherwise specified, our terms of payment for goods supplied, work done or accommodation provided are net in 30 days from the date of invoice or, before removal of the vessel or goods, whichever shall be the earlier.
24. Subject to express agreement to the contrary, all orders written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction.
25. Any contract or series of contracts made subject to these terms shall be subject to and governed by English law.
26. The British Marine (BM) and the Royal Yacht Association (RYA) recommend that disputes under a contract which is subject to these terms shall, when they cannot be resolved by negotiation, with the written agreement of the parties be submitted to mediation or failing that to arbitration under BM's Dispute Resolution Scheme of which Ashwood Marina Limited are members. Details of the mediation scheme operated by BM are available at www.britishmarine.co.uk/mediation. Matters suitable for arbitration shall be submitted to a single arbitrator in accordance with BM's Dispute Resolution Scheme. The provisions of the Arbitration Act 1996 shall apply.

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