

LEA VALLEY NARROWBOAT CO. LTD.

MOORING AGREEMENT

Mooring permission cannot be granted to any person under the age of 18 and is granted subject to the following conditions.

The term “**Company**” refers to **Lea Valley Narrowboat Company Limited**. The term “**Owner**” refers to the Owner of the Vessel signing this Agreement. The term “**Vessel**” refers to the vessel to be moored under this Agreement.

The following conditions must be complied with before the Company will provide a mooring under this Agreement:

1. The applicant must confirm their identity and address by producing to the Company at least one form of photographic identification (such as a valid passport or photo driving licence) and at least one proof of address (such as an up-to-date bank statement or utility bill). For the avoidance of doubt, where the applicant comprises of more than one person, each person must produce identification.
2. The applicant’s Vessel MUST have the appropriate Canal & River Trust “CRT” **Licences** and a current **Boat Safety Scheme Certificate (BSS)** – copies must be verified by the Company.
3. Any Vessel using the mooring shall carry third party insurance cover of not less than **£1million** (one million pounds) and in addition the Owner shall have in place adequate salvage insurance. All insurance policies shall be with a reputable provider and the Owner shall provide the Company with a copy of the insurance certificate.
4. The Owner shall be responsible for any damage they or their Vessel cause to the property of the Company or third parties.
5. Permission for mooring is given for a period equal to the payment period, i.e. monthly (contract is for 1 month) 6 monthly (contract is for 6 months etc.). The mooring period commences on the 1st. of each month.
6. Mooring fees are calculated based on the length of a vessel. In some instances a minimum fee is applied due to the location of a premium mooring.
7. The Company will require a deposit equivalent to 1 months mooring fee prior to the commencement of the mooring period. The deposit will be returned to the Owner upon termination of the mooring and subject to fulfilling the terms of this Agreement.
8. The Company may retain some or all of the deposit in full or part compensation for damage caused to the property arising from any negligent, deliberate or reckless action or inaction of the boat owner, his agents, servants or invitees, or their failure to follow health and safety precautions or any other regulation or notice at the time.
9. Monthly mooring fees are to be paid in advance on the 1st. **of each month** by direct bank transfer. Six monthly and yearly mooring fees will be invoiced in advance and must be paid within 14 days of invoice issue. A charge will be applied for late payments and recurrent late or missed payments will be subject to termination of the mooring.

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10. 1 months notice in writing must be given by the Owner for termination of a mooring. The Company shall repay the Owner the proportion of the mooring fee already paid that relates to the remaining months that will not be taken up. Any repayment will be subject to the deduction of any sums owed by the Owner to the Company in pursuance of this Agreement or otherwise.
11. The Company may serve at least 1 months written notice to the Owner informing them of an increase in mooring fees.
12. NO BOAT SHALL BE USED FOR RESIDENTIAL PURPOSES UNLESS AUTHORISED BY THE COMPANY.
13. Permission for mooring a Vessel does NOT give the right to a specific berth or any part of the moorings including use of ANY part of the communal grassed areas or Company premises. The Company may move any Vessel to a new berth without giving notice to the Owner if deemed necessary.
14. The Owner shall not be permitted to assign or sub-let this Agreement under any circumstances.
15. The Owner may not permit others, in their absence, to stay overnight on the mooring for more than 5 consecutive nights in any 28 day period and then only for the purposes of carrying out repairs, maintenance or improvements to the Vessel by an insured and qualified tradesperson. The Owner will need prior consent from the Company who may request to see copies of the Public Liability Insurance. Any maintenance work must be carried out within the Vessel and not on the communal areas.
16. The Owner shall not use the Vessel as a hire, passenger or trading boat and shall not at any time use the vessel or the premises for any commercial purpose whatsoever. For the avoidance of doubt, the Owner shall not erect any commercial advertising banners, boards or signs within the site.
17. In the event of a sale of a Vessel, a mooring CANNOT be transferred other than with the permission of the Company. Should the Owner wish to sell the Vessel with the intention that it should remain on the mooring (subsequent to the sale) a transfer fee of 5% of the total sale price will be payable to the Company. Upon receipt of the transfer fee the Company will transfer the mooring to the new owner(s). Transfer of a mooring is always at the Company's discretion and subject to the appropriate checks and fee payable.
18. Should the Owner privately sell the Vessel to a new owner that does not wish to keep the Vessel on the mooring the Owner shall upon selling the Vessel (whether the sale was facilitated by the Company or otherwise) ensure that the purchaser immediately removes the Vessel from the mooring.
19. The Company's land shall not be used for any purpose other than access to and from the Vessel and the facilities provided. All land including the grass areas, hedges and trees remain the property of the Company.

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20. ALL personal belongings and property not owned by the Company MUST be stored on the Vessel and NOT left on grass areas or anywhere around the site when not in use. Anything left around the site not belonging to the Company will be removed.
21. No structure(s) can be erected anywhere on the moorings or around the site without prior permission from the Company. The Company's garden furniture remains the property of the Company and must not be used for anything other than the intended use.
22. Dogs are ONLY permitted on site if kept under close supervision or on a lead. Dog mess MUST be cleared up immediately. No other animals/livestock permitted on a Vessel or on the site.
23. No cycling or scooting is allowed anywhere on the Company's premises.
24. Children must be supervised at all times around the site.
25. No fishing is allowed on the site.
26. Drugs WILL NOT be tolerated anywhere on site. Anyone found using illegal substances on the site or using the premises for any illegal or immoral purpose will have their mooring terminated with immediate effect.
27. No allocated car parking is provided on site. There are a small number of parking bays available. 1 vehicle per Vesse is allowed on the parking area at any one time. Please DO NOT park on any grass areas.
28. Car washing is not permitted on the site.
29. The Owner is to ensure that the Vessel is kept in a clean and reasonable state of repair whilst on the mooring and jetties are to be kept clear of obstructions at all times.
30. The Owner shall not place or store, nor permit to be placed or stored on the Vessel or site any material of a dangerous, inflammable, explosive or toxic nature except as is reasonably required for the use of the vessel.
31. The Owner shall ensure that no nuisance or annoyance is caused to other boat owners or river users. The running of generators while on the moorings will not normally be allowed. Engines may only be run on the moorings between **08.00hrs** and **20.00hrs**.
32. Noise MUST be kept to a minimum after **10.00pm** at night.
33. For security purposes car park/access gates are to be kept closed at all times. The gates are to be locked at night and access codes/keys will be issued separately. Please ensure any visitors are met at the gate and escorted onto the site and not given the access code/keys. The Owner is responsible for ensuring compliance with this agreement by their guests or other persons that they allow to enter the site.

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34. The Owner shall be responsible for paying for all their electricity usage. Usage will be billed quarterly and all invoices must be paid within 14 days of issue. Electricity is charged per unit price which includes a base rate, climate change levy, standing charge and VAT @ 5%. No profit is made from electricity.
35. Rubbish bins are provided on site for DOMESTIC RUBBISH only. NO hot ash to be emptied into the bins and ALL rubbish including ash must be placed in bags. ALL other rubbish other than domestic MUST be disposed of at the local Council refuse sites. The rubbish bins are weighed each week by the refuse contractor and a charge is applied if overweight. Misuse of the bins will result in them being removed.
36. An Elsan disposal point is provided on site – this MUST be kept closed at all times. No pump out facility is available on site.
37. When using the Railway Crossing (*Stanstead Lock site*) it is essential that the correct procedure is adhered to when crossing in a vehicle. Separate instructions for the crossing will be provided for boat owners. 1 key per Vessel will be available (upon request) which is subject to a £10 deposit. One extra key may be requested and subject to a £10 charge. Unless the Company has given their consent, the Owner shall not transfer or loan a railway crossing key to any other party, nor permit a copy to be made. Keys must be returned upon termination of a mooring.
38. The Company's name and address (including the private house address) are NOT to be used by any Owner for any correspondence or postal address purposes. The Company is unable to accept any deliveries or post.
39. An administration fee of £25.00 will be applicable for any letter or correspondence requested by the Owner from the Company.

In the event of non-compliance with any of these conditions the Company will remove the boat from the mooring to the towpath with 48 hours notice being given.

This Mooring Agreement is subject to change and will be reviewed annually.

I have read and agree to the above Mooring Agreement:

Signed by the OWNER..... PRINT NAME.....

Boat Name..... Date.....

Address.....

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Signed by the COMPANY..... PRINT NAME.....

Date.....