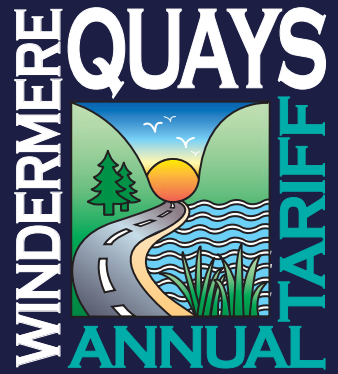


Windermere Quays

The new premier Marina
on Lake Windermere



2011/2012 Annual Tariff and Application Form

1 April 2011 - 17 March 2012

The Yacht and Powerboat Centre
Glebe Road, Bowness on Windermere, Cumbria LA23 3HE

Tel: 01539 44 21 21 Fax: 01539 44 67 16

www.windermerequays.co.uk

email: info@windermerequays.co.uk

For boat sales visit www.aquaticboatcentres.com



APPLICATION FOR MOORING/STORAGE FOR 2011/2012 SEASON

1 April 2011 - 17 March 2012

Owner's full name:	<input type="text"/>		
Full postal address:	<input type="text"/>		
	<input type="text"/>	Postcode:	<input type="text"/>
Contact telephone numbers:	<input type="text"/>	Mobile:	<input type="text"/>
Email address:	<input type="text"/>		
Persons authorised to use boat:	<input type="text"/>		
Registration numbers of main vehicles visiting Marina:	<input type="text"/>	<input type="text"/>	<input type="text"/>

Make of Boat:	<input type="text"/>	Name of Boat:	<input type="text"/>				
Fin or Bilge Keel:	<input type="text"/>	LDNPA/SSR Licence No:	<input type="text"/>				
Length:	<input type="text"/>	Beam:	<input type="text"/>	Draft:	<input type="text"/>	Weight:	<input type="text"/>
My vessel is insured with (details):	<input type="text"/>						
How did you first find out about Windermere Quays?	<input type="text"/>						

Type of Mooring/Storage required for the above vessel:					
Pontoon Berth	<input type="checkbox"/>	Electricity Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Bowness: Trailer Storage	<input type="checkbox"/>	Sportsboat	<input type="checkbox"/>	Inflatable	<input type="checkbox"/>
				Jet Ski	<input type="checkbox"/>
PLEASE TICK REQUIREMENTS					

Please Note

1. Maximum length of the boat should be calculated to include davits, bowsprits, boarding ladders, sterndrives, outboards, rudders, anchors, pulpits, pushpits and any other extensions fore and aft of the boat. Incorrect information could result in us being unable to accommodate your boat.
2. Due to pontoon reorganisation berths will be allocated according to the revised layout but consideration will be given to existing berth holder's wishes.

Please indicate pontoon last season: Number of years at Marina:

3. Barbequeing on pontoons or walkways is not permitted.
4. The nailing or fixing of matting, ironmongery, television aerials or other items to the new pontoons or walkways is not permitted under any circumstances.
5. **Pontoons can at times be slippery especially when wet. Please ensure that suitable non-slip footwear is worn at all times by berth holders and guests. Please do not run on the pontoons.**
6. **Owners shall not refuel vessels in the Marina.**

I agree to pay in advance the mooring/storage fee as attached applicable to the vessel stated above before 15 March 2011. 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 £350 which I understand will be forfeit if the balance of the mooring/storage fee is not paid before 15 March 2011.**

Please send the deposit before 31 December 2010 payable to Windermere Quays Berthing Centre.

Signature of Owner: Date:

By signing this agreement you are acknowledging that you have read and understood Windermere Aquatic's rules and conditions valid from November 1 2009 and that you will comply with these regulations.

Please detach and retain the rules and conditions attached.

FOR OFFICE USE ONLY:	Date Application Received:	Invoice Number:
	Deposit Received: £	Pontoon Berth Number:

ANNUAL TARIFF 2011/2012

1 April 2011 - 17 March 2012

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

Prices quoted below include membership to Parklands Country Club

SPORTSBOAT OFF-WATER UNDERCOVER STORAGE - BOWNESS

Boat Length (max)	Up to 16ft	Up to 17ft	Up to 20ft
Summer: 1 April 2011 - 31 October 2011 on trailers	£1,155	£1,155	£1,375
Winter: 1 November 2011 - 17 March 2012 (on trailers by prior arrangement)	£375	£375	£465

MOTOR AND SAILING CRUISERS

Pontoon with full services	Boat Length (max)	£
A 10 - 24	26 ft	2,625
A 26	28 ft	3,045
A 2, 4, 6 and 8	32 ft	3,725
B 1 - 19	32 ft	3,725
B 2 - 22	28 ft	3,045
C 1 - 15	26 ft	2,625
C 2 - 24	32 ft	3,725
D 1 - 25	28 ft	3,045
D 8 and 10	28 ft	3,045
D 12, 14 and 16	32 ft	3,725
D 18, 20, 22 and 24	40 ft	6,375
F 11 - 21	32 ft	3,725
F 2 - 24	28 ft	3,045
G 1 - 21	26 ft	2,625
G 2	26 ft	2,625
G 4	28 ft	3,045
G 6 - 22	32 ft	3,725
H 1 - 23	26 ft	2,625
H 2 - 12	26 ft	2,625
H 14 and 16	28 ft	3,045
H 18 and 20	32 ft	3,725
H 22 and 24	34 ft	4,975
I 1 - 15	32 ft	3,725
I 17	37 ft	5,675
I 2, 4, 6 and 8	32 ft	3,725
I 10 - 18	34 ft	4,975
J	37 ft	5,675
Premier Outside end Pontoons with full services		£
D27, F23, F26, H25, and H26	35 ft	6,200
I 19, I 20 and J 11	40 ft	7,200
D26	50 ft	8,000
A3, A5, C17 and G23	50 ft or over	8,850

BERTHING EXTRAS

		£
Deep Water Moorings (including Tender Storage)	35 ft maximum	1,680
Undercover Winter Storage	24 ft maximum	215
Tender Dinghies (1 April 2011 - 31 October 2011)	10 ft maximum	415
Winter by prior arrangement		
Cradles and trailers stored		215

Boats stored outside/undercover whilst for sale or left uncollected £9.00 per ft per month.

Boats berthed at a pontoon whilst for sale or left uncollected - charged as per temporary tariff.

Electricity recharged as per British Gas resale price of electricity tariff.

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. **(Please detach and retain).**

Windermere Aquatic Ltd - Rules and Conditions

(Effective 1 November 2009)

PLEASE DETACH AND RETAIN

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 vessel 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 vessel 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 vessel 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 shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £1 million in respect of each accident or damage and in respect of each vessel 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 vessel 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 vessel or any part of the equipment to which the warranty relates.
5. No part of the Company's marina or premises or any other vessel 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 vessel 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 vessel and/or its gear whether on account of storage or mooring charges, commission or brokerage, work done or otherwise shall be paid.
7. All vessels 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 vessel and non-assignable) nor shall he use the berth for any other vessel.
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) 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 Daniels Silverman Ltd 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 vessel within 28 days, at the expiration of which the owner shall remove the vessel 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 vessel from the Company's Marina and premises.
c) If the owner fails to remove the vessel 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 vessel for the time being for the period between the termination of the licence and removal of the vessel 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 vessel 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 vessels 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 vessel 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 vessel 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 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 at least one fire extinguisher of a governmentally approved or Standard type and size in or on the vessel fit for immediate use in case of fire. Owners shall not refuel vessels in the Marina other than in the Company's re-fuelling berth.
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 vessel 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 vessel 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 vessel or in any other place on the Company's Marina and premises any sign, placard, notice or any other indication that such vessel 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 vessel 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 vessel 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 vessel.
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.
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 vessel 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 vessel 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 vessel 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 vessel 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.
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.