



Serviced Mooring Licence Agreement - SMLA - Rev 8 (140122)

**New Islington Marina, 9 Old Mill Street, Manchester, M4 6EA**

1. The **Licensor** whose registered address is: Waterpride Estates Limited, Unit 1 London Road, Wheatley, Oxford OX33 1JH

*All mooring agreements are designated as either "High Use" or "Leisure";*

**High Use**

*\*1 With a "High Use" mooring, the Licensee is required to pay a "High User" Supplement charge to the Licensor as a contribution towards meeting the Licensor's Council Tax obligations under the Local Authority's Composite Assessment of the site for 2022-23. Under the Composite Agreement, high users will not be liable for a separate Council Tax payment.*

*A high user mooring agreement does not assume exclusive possession of an individual mooring.*

**Leisure**

*\*2 With a "Leisure" mooring, the Licensee must provide the Licensor with proof of Permanent Residence at alternate premises i.e., by means of a Council Tax bill.*

*A leisure mooring agreement does not assume exclusive possession of an individual mooring.*

3. The Mooring location is at New Islington Marina, 9 Old Mill Street, Manchester, M4 6EA ("the Marina") at a location as agreed with the Licensor or any such other mooring that the licensor may require the Licensee to occupy under Clause 17.

4. The Vessel: *The minimum chargeable boat length is 40 feet*

*Mooring rates are calculated on the basis of overall length, including any fenders or fittings and the measured length rounded up to the nearest foot*

*Mooring fees are reviewed annually*

5. The Licence Period is for 12 months from the "**renewal**" date. The Licensee will pay mooring fees to the Licensor, in advance, from the agreed date.

6. The Licence Fee is inclusive of Value Added Tax. The Licence Fee remains payable for the Licence Period regardless of whether the Boat is berthed at the Mooring.

A balance payment may be applied in the event of a price increase.

7. The Licence Fee must be paid when due or on receipt of an invoice by bank transfer – please ask for detail - including any period of time the Marina is stopped up as a result of the Licensor carrying out its rights under Clause 13.

8. The Permitted Use of the Mooring is for the one Boat as specified in Clause 4 of this Licence.

9. The Common Areas are the canals, towpaths pontoons, Cotton Field Park, recycling station, entrances, passages, gates, railings, canal walls and estate roads.

10. The Facility Building is the building housing the WCs, shower and the laundry room at the Marina.

11. This Licence is granted subject to all third-party rights that affect the Licensor's estate.

**LICENCE**

12. The Licensor grants to the Licensee the following rights:

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Waterpride Estates Limited, Unit 1 London Road, Wheatley, Oxford OX33 1JH

T: 01865 877 820

E: hello@waterpride.co.uk

Registered in England Company No: 11422996

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- i. The right to berth the Boat in the mooring for the Permitted Use of the Licence Fee;
- ii. The right with others to use the Common Areas;
- iii. The right to use the serviced bollard (if applicable) adjacent to the Mooring to obtain fresh water and electricity for use on board the Boat subject to payment of a standing charge fee.
- iv. The right to use the Facility Building and laundry, but the Licensee must use them in a reasonable manner in accordance with the Waterpride Terms & Conditions, and any regulations made from time to time by the Licensor.

**13.** The Licensor reserves the right to:

- i. Alter or close any Common Areas or the Facility Building subject to providing (except in emergencies) reasonably suitable alternative amenities;
- ii. Inspect, repair, alter or renew the Mooring;
- iii. Board, move, moor or re-berth the Boat for operational reasons and matters relating to safety, security, an emergency, or to prevent or stop a nuisance;
- iv. Stop up the Marina and prevent access to and from the main canals that run into the Marina at any time for maintenance and repair work on giving to the Licensee not less than four weeks (except in the event of an emergency) prior notice in writing provided that the Licensor will use reasonable endeavours to reopen the Marina as soon as reasonably practicable.

**LICENSEE'S OBLIGATIONS**

**14.** The Licensee's Obligations to be observed throughout the Licence Period are:

- i. To pay the Licence Fee immediately it falls due without any deduction or set off by direct debit to the Licensor's bank account;
- ii. Any payments returned unpaid will incur an administration charge of £30 plus VAT;
- iii. To pay any Value Added Tax chargeable on the Licence Fee and any other sums payable under this Licence at the same time as the sum on which it is charged;
- iv. To pay all rates and taxes in respect of the Boat and Mooring and any other outgoings in relation to the Boat or Mooring, these will include the Estate Service charge and any other charges that may be relevant including electricity standing charge and High User Supplement payment.
- v. To use the Mooring carefully and not to damage it;
- vi. To comply with all legislation applicable to the Permitted Use of the Mooring, and not to do anything which may result in a statutory arising for work to be carried out on the Mooring or any other mooring of the Licensor;
- vii. At all times to properly display a current Canal & River Trust Licence on the Boat so that it is visible from the towpath, jetty or pontoon and to observe and perform the terms and conditions of the Canal & River Trust Licence;
- viii. All craft must have valid third-party insurance with a minimum third-party liability of one million pounds. A copy of which must be made available to the office on an annual basis.
- ix. All craft must have a valid Boat Safety Scheme (BSS) certificate or exemption. An up-to-date copy of which must be made available to the office.
- x. To keep the Boat in good repair, in a seaworthy condition, and in good decorative condition;
- xi. To dispose of rubbish using the appropriate refuse facilities in the Common Areas, and not to store rubbish on the towpath, pontoon or jetty;



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- xi. To ensure that the Boat is moored safely and that it is properly attached to the mooring rings and service bollard;
- xii. Not to make any alterations or additions to the Mooring whatsoever;
- xiii. Not to store any goods whatsoever on the towpath, pontoons or jetties or anywhere else at the Marina except on the Boat, or within a rented storage unit provided by the Licensor (subject to availability);
- xiv. Not to affix or display any signs, posters, advertisements etc on the Mooring;
- xv. Not to do anything which is a nuisance or annoyance to the Licensor or to the owners or occupiers of any adjoining or neighbouring premises or moorings, or to use the Mooring for any illegal or immoral purpose or hold an auction or public exhibition or public or political meeting on the Mooring;
- xvi. Not to permit any contaminative or hazardous substances to be on or to be discharged from the Boat or Mooring and not otherwise to cause contamination or pollution at under or from the Boat or Mooring;
- xvii. Not to light fires including barbeques on the Mooring or at the marina.
- xviii. Not to allow any boat other than the Boat named in this Licence to occupy or use the Mooring or any part of it;
- xix. Not to do anything which may invalidate any insurance policy relating to the Mooring or other premises of the Licensor or which may increase the premiums for such insurance and to comply with any insurers requirements;
- xx. Not to impede the Licensor in any way in exercising its rights of possession and control of the Mooring and in particular to allow the Licensor onto the Mooring at any time (with anyone else authorised by the Licensor) to carry out inspection, maintenance and repairs and for all other reasonable and proper purposes;
- xxi. At the end of the licence period (however it ends) to vacate the Mooring to the Licensor and leave the Mooring clean and tidy and free of rubbish;
- xxii. Not to carry out any repairs, maintenance or cleaning to the Boat at the Mooring which may impede the water quality in the Marina or cause a nuisance or annoyance to the Licensor or to the owners or occupiers of any adjoining or neighbouring premises or moorings;
- xxiii. Not to carry out any trade profession or employment on the Mooring;
- xxiv. Not to park vehicles on the Mooring;
- xxv. Not to obstruct the means of boating, vehicular, cycle and pedestrian circulation at the Marina;
- xxvi. Not to allow any ropes, cables, hoses etc to present a hazard to pedestrians and cyclists using the Marina;
- xxvii. The Licensee will be responsible for and will indemnify the Licensor for all actions, claims, proceedings, damages, costs, expenses, losses and liabilities caused by or arising from any damage or injury suffered by any person or to any property where it was caused by an act, failure or omission by the Licensee, or their passengers, guests or persons carrying out work on the Boat. The Licensee shall maintain at all times a suitable policy of insurance public and third-party liability in respect of claims for damage to persons or property;
- xxviii. Not to store petroleum or any other flammable liquids or substances on the Boat or on the Mooring except for the fuel already in the fuel tank of the Boat;
- xxix. Not to overload the electricity capacity when connected to the service bollard;

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xxx. Not to keep any animals other than domestic pets on the Boat, and pets must remain under proper control on a lead whilst the Boat is on the Mooring. The Licensee is to ensure that their pets do not cause a nuisance to any pedestrians, cyclists or occupiers of neighbouring properties or moorings in the marina;

xxx. To clean up your pet's mess from the Common Parts;

xxxii. The Licensor does not accept any responsibility for mail and or parcels addressed to Licensees c/o of the Marina;

xxxiii. Licensees shall at all times observe and apply the bye-laws and regulations of CRT and all other statutory bodies that affect the marina.

#### **LICENSEE'S BELONGINGS IN THE MARINA**

15. All personal or other belongings of the Licensee are left at the Marina at the risk of the Licensee.

#### **TERMINATION OF LICENSE**

16.1. The Licensor or the Licensee can bring this Licence to an end at any time by giving to the other not less than 1 (one) calendar months' prior notice in writing. All payments due to the Licensor must be paid on the date the Licence comes to an end. Ending the Licence will not release the parties from their accrued liabilities down to that date.

16.2. The Licensor may terminate this Licence immediately if:

- i. Any Licence Fee or other sums are overdue by 7 days or more (whether or not demanded)
- ii. If any of the Licensee's Obligations under this Licence are not performed or observed on taking back the Mooring this Licence will end, but the Licensor will retain any accrued rights in respect of any breaches of the Licensee's Obligations.

16.3. If the Licensee fails to remove the Boat from the Mooring on termination of this Licence (however it ends), the Licensor will be entitled to:

- i. Continue to charge the Licensee the Licence Fee which would have been payable if this Licence had not been terminated;
- ii. Remove the Boat from the Mooring at the Licensee's risk (except for loss or damage caused by the Licensor's negligence during such removal) and keep it elsewhere and charge the Licensee with all costs arising out of such removal including alternative mooring licence fees;
- iii. Dispose or sell the Boat after 7 days and the Licensor will be permitted to deduct all reasonable costs from the sale proceeds.

#### **TRANSFER OF OCCUPANCY**

17. A Licensee cannot change from one berth to another without prior permission from the Licensor. A licensee is not entitled to the exclusive use of a particular berth. The Licensor may require the Licensee to transfer the Mooring to another mooring within the Marina at any time by giving the Licensee not less than 7 days' prior notice in writing, in which case the terms of this Licence will apply to those other moorings. The Licensor shall have use of the berth left vacant by the Licensee of the boat normally berthed there.

#### **GENERAL PROVISIONS**

18. The Licensee's use of the Mooring constitutes acceptance of the allocated mooring as suitable for the Boat. The Licensor bears no responsibility in relation to suitability. The Marina is connected to waterways outside of the

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Licensor's control. As such the Licensor cannot guarantee that the water level in the Marina will be sufficient to enable the Boat to safely moor, navigate to, from and within the Marina.

**19.** We reserve the right at any time during the Licence Period to measure the Boat and charge additional licence fee if the length of the Boat appears to be greater than stated in this Licence.

**20.** Any notice relating to this Licence must be in writing and signed by or on behalf of the person giving it and must be sent by first class post, registered post or recorded delivery and addressed to or personally delivered to:

- i. If served on the Licensee, the address specified at the beginning of this Licence;
- ii. If served on the Licensor, its registered office or any other address the Licensor has notified to the Licensee in writing.

**21.** The Licensor and the Licensee agree that:

- i. The Licensee will not have any rights over any property of the Licensor or the benefit of any obligations on the part of the Licensor except as set out in this Licence;
- ii. Where a party to this Licence comprises two or more persons they are responsible for all their obligations both jointly and severally;
- iii. Where this Licence obliges the Licensee not to do something the Licensee is also obliged not to permit it to be done by any person under the Licensee's control;
- iv. This Licence is personal to the Licensee and not capable of assignment, transfer or disposal in any way.

*The terms in the Serviced Mooring Licence are updated from time to time*

*This issue (rev 8) dated January 2022*