

## SCHEDULE OF LICENCE DETAILS

### BERTHHOLDER

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Home Tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

Work Tel: \_\_\_\_\_

Email: \_\_\_\_\_

Commencement Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

The Berthholder warrants that all details on the attached application form are correct, accepts the terms of the Berthholder Licence hereunder, agrees to abide by the Marina Rules attached and has made or arranged payment.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

The Embankment Marina (Gravesend) Ltd has received a completed application form from the above and grants a Berthholder Licence for the period to occupy berth \_\_\_\_\_.



For and on behalf of The Embankment Marina (Gravesend) Ltd

### VESSEL

Name of Vessel: \_\_\_\_\_

Length Overall: \_\_\_\_\_ m      Beam: \_\_\_\_\_ m

Insurance Company: \_\_\_\_\_ Policy No. \_\_\_\_\_

## BERTHHOLDER LICENCE

### PARTIES

The Embankment Marina (Gravesend) Ltd ("Company").  
The Person(s) named in the Schedule of Licence Details ("Berthholder")

#### 1. Definitions

In this License the following words and expressions mean: -

<b>Berthholder</b>	Holder of the Licence for the berth or mooring
<b>The Embankment Marina</b>	means the water area, land & buildings known as the Canal Basin, Gravesend Kent, including the lock and surrounds
<b>Commencement Date</b>	means the date specified in the Schedule of Licence Details
<b>Craft</b>	means the Vessel and any other craft within the Marina including rigid inflatable boats dinghies tenders inflatables auxiliary craft and PWC
<b>Licence Fee</b>	means the licence fee as specified in the schedule of current mooring rates
<b>Lockkeeper</b>	means the member of staff responsible for the safe operation of the lock gates and bridge, and for marine traffic management
<b>Marina</b>	means the property, assets and management owned and operated by the Marina Manager
<b>Marina Manager</b>	Marina Manager means "The Embankment Marina (Gravesend) Ltd"
<b>Marina Rules</b>	means the marina rules set out in the schedule hereto
<b>Schedule of Licence Details</b>	means the schedule of licence details attached to this licence which sets out various particulars pertaining to this Licence
<b>Termination Date</b>	means the date specified in the Schedule of Licence Details
<b>Vessel</b>	means the vessel specified in the Schedule of Licence details.

#### 2. Licence

In consideration of the Berthholder adopting the obligations imposed by this License the Company hereby grants to the Berthholder only the right to lay-up moor or berth the Vessel (such Vessel being personally and beneficially owned by the Berthholder) in at or alongside The Embankment Marina in such manner and position as may from time to time be authorised by the Company upon the terms and conditions contained herein.

#### 3. Term

This License shall commence on the Commencement Date and terminate at midnight on the Termination Date (unless determined earlier in accordance with the terms contained herein).

#### 4. Licence Fee

4.1 The Licence Fee is calculated by reference to the size of the Vessel on (including all extensions such as tenders, dinghies in davits, bowsprits, bumpkins) and shall be subject to renewal as according to the standard charges as displayed at the Marina office, plus VAT or any other tax as applicable.

4.2 The Berthholder shall pay the Licence Fee to the Company and any VAT (or other tax) in respect of it in advance on or before the first day of August, or the commencement of mooring, by a single instalment for the whole period or by monthly standing order or cheque payment on the 20th of the month prior.

#### 5. Use & Occupation

##### 5.1 Non Commercial Use

5.1.1 The Berthholder agrees not to use the Vessel or Craft or any part of The Embankment Marina or permit the same to be used for commercial purposes including but not limited to for commercial fishing freight industrial purposes or as a venue for any sales demonstration hiring or chartering activities and the Berthholder agrees to use the Vessel and or Marina only for recreational boating purposes.

5.1.2 This Licence is a licence to moor only and does not include the right to fish from the Vessel or Craft or from any part of The Embankment Marina.

## 5.2 Habitation

The Berthholder agrees not to use the Vessel or Craft or permit the same to be used for the purpose of habitation without the Company's prior permission PROVIDED THAT such permission shall in no event be provided for any period exceeding 11 consecutive months.

## 5.3 No Alterations

The Berthholder shall not alter or modify any structure on any part of The Embankment Marina.

## 5.4 Entrance and Exit

The Berthholder agrees that entrance and exit to The Embankment Marina cannot be provided at any time without at least twenty four hours prior notice having been given to the Lockkeeper or such other proper officer. Should a vessel owner wish to enter or exit outside the hours of 8.00 am and 8.00 pm from April until October and between 10.00am and 4.00pm between November and March, the Company may (at its discretion) operate the lock and impose a reasonable charge.

5.5 The Berthholder shall notify the Company or the Marina Manager (or such other office as the Company may direct) prior to the departure of Vessel from the Marina of the departure and anticipated date and time of return and the Berthholder agrees if it fails to observe the provisions of this sub clause the Company may determine this Licence.

## 6. Marina Rules

6.1 The Berthholder shall at all time comply with the Marina Rules and with any special instructions issued by the Company or Marina Manager in the case of emergencies.

6.2 The Company or the Marina Manger may vary the Marina Rules by written notice to the Berthholder from time to time as may be necessary or desirable.

## 7. Condition of Vessel and Craft

7.1 Except in the case of emergency the Vessel or Craft shall not be allowed to enter The Embankment Marina only if in the opinion of the Company or Marina Manager (or other proper officer including the Lockkeeper) if such is in unsound or unseaworthy condition.

7.2 The Berthholder shall maintain the Vessel and Craft at all times in good clean sound watertight operable and sea worthy condition so as not to obstruct interfere with or endanger other vessels navigating or berthed in The Embankment Marina.

7.3 Should the Berthholder be in breach of the provisions of clause 7.1 the Company may serve a notice on the Berthholder requiring works to be carried out to ensure compliance with 7.2.

7.4 Subject to clause 7.2 the Berthholder shall not do repair or engineering or maintenance works on the Vessel (minor running repairs or minor routine maintenance excepted) without the prior written consent of the Company which consent the Company shall have absolute discretion to grant or not.

7.5 In the event the Vessel sinks whilst in the limits of The Embankment Marina the Company shall be entitled to raise and salvage the same and shall be entitled to recover its proper fees charges and expenses from the Berthholder in respect thereof.

## 8. Moorings

8.1 The Company or Marina Manager may at any time require the Berthholder at its own risk and expense to alter the position and or strengthen his moorings and or remove the Vessel either temporarily or permanently to some other position within the limits of The Embankment Marina.

8.2 In default of the Berthholder complying with clause 8.1 the Company shall have the power to carry out the same and to recover from the Berthholder its proper costs in respect thereof.

8.3 Except in case of emergency or necessity the Berthholder shall not in any manner alter the position of any moorings or of the Vessel without written permission having first been obtained from the Company.

8.4 The Company shall not be required to pay any compensation in respect of any relocation under this clause.

## 9. Storage

9.1 No Craft shall without the prior written consent of the Company be stored or laid up on any part of the ground surrounding The Embankment Marina and set aside for that purpose and no other part of such ground shall be used for that purpose and the Berthholder shall ensure all Craft are stowed aboard the Vessel.

## 10. Electricity

Electricity, where supplied, is supplied for the use of the Vessel alone and must not be shared with any other person or vessel or craft. Electricity consumed must be paid for on demand at the rate applicable from time to time and non-payment will result in the termination of the supply and the imposition of a reconnection charge. The Company does not guarantee a constant supply and makes no assurance as to the suitability of the Vessel to accept the supply, it being the responsibility of the Berthholder to assess the Vessel's suitability. The Company accepts no responsibility for loss or damage arising out of the supply or its termination. Connection and reconnection will be carried out only during Marina office hours.

## 11. Nuisance

The Berthholder shall not:

11.1 use or permit the Vessel or her moorings or Craft to be used so as to impede endanger or interfere with other vessels or craft whether moving or stationary or any other mooring or property of the Company so as to cause nuisance obstruction damage injury or inconvenience whatsoever.

11.2 cause nuisance annoyance or inconvenience to other users of the Marina or neighbouring residents whether by the use of noisy noxious or objectionable engines, radios or other equipment or otherwise and in particular the Berthholder shall ensure all halyards lines ropes rigging flags covers and the like on the Vessel and Craft are secured so as not to cause noise nuisance or annoyance.

11.3 discharge or permit to be discharged into The Embankment Marina or leave on the ground surrounding The Embankment Marina or on any part of the Marina otherwise than in the receptacles provided any refuse litter debris or other substance or material.

## 12 Visitors

The Berthholder shall ensure that all its invitees and crew comply with the terms of this Licence and any children under the age of 13 and for whom the Berthholder or its invitees are responsible are accompanied by an adult.

## 13 Alienation

13.1 The License is exclusive to the Berthholder who shall not assign the benefit of this Licence to any other person without the Company's prior written consent such consent being within the Company's absolute discretion and payment of the prevailing Assignment Fee.

13.2 The Berthholder may not sublet the rights granted by this License or make any arrangements with third parties without the Company's prior written consent such consent being within the Company's absolute discretion.

#### **14 Indemnities and Warranties**

14.1 The Company shall not be responsible in any circumstances for:-  
a) loss of or damage to the Vessel or Craft or anything thereon or therein or  
b) any loss of or damage to or failure of the moorings or  
c) the unsuitability of the place of mooring

14.2 The Berthholder shall indemnify and keep indemnified the Company its agents and servants and the Marina Manager against all actions claims demands loss damages injury costs expenses and liability that may be brought against or suffered by the Company by:

- a) the use or misuse of the Marina and or Craft by the Berthholder or persons under the control of the Berthholder
- b) any act or omission by the Berthholder or persons under the control of the Berthholder.

14.3 The Company shall not be liable and accepts no responsibility for loss or damage to the Vessel or Craft or third party property or persons using the same within the confines of or near the Marina and the Company shall not be liable for any loss or damage to property or death or personal injury incurred or suffered within the Marina however the same occurs and whether or not the same is attributable to the acts or defaults of the Company or its servants or agents or contractors or otherwise howsoever.

14.4 The Company shall not by the permission hereby granted be deemed to give to the Berthholder any warranty or condition as to adequacy or suitability of the mooring or any part of the facilities of the Marina nor to the maintenance by the Company of a sufficient or any level of water at the said mooring.

14.5 Where the Company is unable to perform any of its obligations by virtue of fire flood storm explosion riot terrorism malicious damage or any other act omission or state of affairs beyond our control we shall be relieved of all such obligations and shall incur no responsibility or liability in respect thereof whether for damages or otherwise.

14.6 [This Licence is subject to the provisions of the Torts (Interference with Goods) Act 1977 (the "Act"). The Act confers a right of sale on the Company in circumstances where the Berthholder fails to remove collect or accept re-delivery of goods (which include the Vessel Craft and other property). Such a sale will not take place until the Company has given notice to the Berthholder in accordance with the Act. For the purpose of the Act it is recorded that Craft and other goods are accepted by the Company on the basis that the Berthholder is the owner or the owner's authorised agent and that he will remove, take delivery or arrange collection of the goods on termination of the Licence. Our obligations as custodian end on our notice to the Berthholder of termination of those obligations and the place for removal delivery and collection of goods shall be the Marina unless otherwise agreed. In certain other circumstances the Company may be entitled to have goods sold through the Courts for non-payment of invoices].

#### **15 Insurance**

15.1 The Berthholder shall ensure that all Craft their contents and all gear equipment and other property in the Marina are kept adequately insured in respect of loss or damage by fire explosion storm tempest typhoon earthquake accidental damage aircraft act of God burglary and all other usual maritime risks.

15.2 The Berthholder shall effect adequate public liability insurance against death and or bodily injury to persons and loss of damage to property of others (including the Berthholder) arising out of the use of the Craft or occupation of the Marina up to at least £1,000,000 (or such other amount as the Company specifies).

15.3 If requested the Berthholder shall provide on demand to the Company or its duly authorised officer evidence of such insurance and proof of payment of the premium.

15.4 The Berthholder shall not do anything or allow anything to be done that may render void or voidable any policy of insurance affected by either party. If the Berthholder shall do anything or allow anything to be done which may render any increased or extra premium payable in respect of insurance the Berthholder will forthwith on demand pay to the Company such additional premium.

#### **16 Entry for Works**

16.1 The Company shall have the right to moor berth move board lift ashore enter and carry out any work on the Vessel or the Craft it in its absolute discretion deems necessary for reasons of safety or good management and the Berthholder shall pay on demand all reasonable charges incurred by the Company in carrying out such works.

16.2 The Berthholder shall deposit a set of keys with the Marina Manager (or such other office as the Company may direct) allowing access to the interior and lockers of the Vessel and to operate the engine(s).

#### **17 Termination & Default**

17.1 Either party may determine this Licence at any time by giving the other one days notice in writing.

17.2 The Company may determine this Licence without notice in the event of any breach or non-performance by the Berthholder of any of the terms of this Licence or if the Berthholder provides the Company or Marina Manager with false or misleading information or omits to disclose material information (such determination being a "Default Termination") or in any other circumstances in which the Company deems it necessary to do so.

17.3 Any default Termination shall be without prejudice to the right of the company in respect of any antecedent breach of any provisions of this Licence

17.4 The Berthholder shall have no rights to any compensation or claim or refund of Licence Fee arising from a Default Termination. [Upon determination of the Licence by the Berthholder (in circumstances not amounting to a Default Termination) the Company shall refund any unused portion of the Licence Fee less any sums due to the Company under this Licence or any consequential administration charges which the Company in its sole discretion deems it necessary to charges].

17.5 Upon the determination of this Licence the Berthholder shall forthwith remove the Vessel and Craft and any moorings belong to the Berthholder from the place where the Vessel is berthed, moored or laid up but in the event of the Berthholder failing to do so the Company may itself or by its servants or agents remove the Vessel and any such moorings at the Berthholder's risk and any loss damage or expense incurred by the Company in connection with such removal shall be recoverable by the Company from the Berthholder together with compensation for the use and occupation of The Embankment Marina and such loss damage expense and compensation shall for the avoidance of doubt be deemed to be monies owing by the Berthholder to the Company within the meaning of Clause 18.

#### **18 Breach of Conditions**

Without prejudice to any other right or remedy the Company may have for breach of contract the Company may in the event of the Berthholder failing to pay on demand monies owed under this Licence the Company may retain possession of and sell the Vessel in any manner it chooses and deduct from the proceeds of sale the monies owed together with all losses and expenses and costs incurred by the Company in connection therewith.

## 19 Notices

19.1 Any notice to be served on the Berthholder shall be deemed duly served if sent by first class post or left at the address of the Berthholder last known to the Company or if no address is known to the Company by being left addressed to the Berthholder on the Vessel.

19.2 The Berthholder shall forthwith notify the Company in writing of any change of address.

19.3 Any notice to be served on the Employer shall be deemed duly served if sent by first class post or recorded delivery addressed to the Company's address at

The Embankment Marina (Gravesend) Ltd  
The Lock Office  
Albion Parade  
Gravesend  
Kent DA12 2RN UK  
Tel: 01474 535700  
Email: enquiries@theembankmentmarina.net

## 20 Statutes

The Berthholder shall comply with:-

20.1 all statutes, byelaws, regulations and orders in any way applicable from time to time to the Berthholder or to the Vessel or to anything thereon or therein or to the control and management of the Marina.

20.2 the directions of the Company the Marina Manager or other proper officer in relation thereto.

## 21 Miscellaneous

21.1 Nothing in these terms shall create the relationship of landlord and tenant.

21.2 No exercise or failure to exercise or delay in exercising any right, power or remedy shall be deemed to be a waiver by the Company of that or any other right power or remedy.

21.3 In the event that any provision of these terms is held to be a violation of any applicable law statute or regulation the same shall be deemed to be deleted and shall be of no force or effect and the terms shall remain in full force and effect as if such provision had not originally been contained herein.

21.4 Nothing in these terms shall oblige the Company to enforce its rights hereunder.

21.5 These terms may be amended from time to time by the Company in the interests of safety, good management or changes in industry practice or relevant legislative provisions. Any such amendments will be displayed at the Marina office and will be deemed to be incorporated at the date and time when first displayed.

21.6 These terms are subject to English law and any dispute arising under them shall be submitted to the jurisdiction of the English Courts.

The following rules have been established to provide for the efficient and harmonious operation of the Marina and for the safety of the Berthholder and visitors to the Marina

## 22 Notes and amendments

22.1 This Licence replaces all previous Licences issued by the Marina manager.

22.2 The Company grants permission for the vessel to be used for habitation under Clause 5.2.\

## MARINA RULES

### 1 Navigation

The Berthholder shall navigate Craft at a safe speed, in a seamanlike and considerate manner and in accordance with all applicable byelaws, laws, statutes and other rules and regulations including those rules and regulations governing the use of the Marina and shall not navigate any Craft so as to create a danger impediment obstacle or inconvenience to any other Vessel.

### 2 Mooring

The Berthholder shall berth or moor the Vessel in a safe, seamanlike and considerate manner only where and as directed from time to time by the Company and to provide all necessary warps and fenders (unless otherwise agreed with the Company in writing) and to be solely responsible for such berthing and mooring arrangements and for the safety, maintenance and replacement of all such warps and fenders.

### 3 Dangerous Goods

3.1 The Berthholder shall not keep or store explosive combustible flammable, noxious or dangerous liquids or substances on the Craft or elsewhere unless stored in purpose-designed marked containers or use such goods except in the course of using the Vessel for recreational purposes and shall fuel Craft only at the marked fuel berth.

3.2 Take all necessary precautions against the outbreak of fire on or in the vicinity of the Vessel and to provide the Vessel at all times with appropriate fire-extinguishing equipment of approved type, size and installation for immediate use, regularly maintained and in good working order.

### 4 Washing Lines

The Berthholder shall not to erect washing lines on Craft or elsewhere nor to dry washing on the exterior of Craft.

### 5 Trolleys

The Berthholder shall return trolleys or any other equipment of the Marina the Berthholder is permitted to use to the correct storage area after use.

### 6 Parking

The Berthholder shall not park more than one car in the Marina only where and as directed from time to time by the Company and to permit the Company to move cars at the owner's risk and cost (forcing entry if necessary in an emergency) without liability for any damage reasonably occasioned and to occupy no more than one car parking space and shall not use caravans or tents or barbecues or leave trailers in the car park.

### 7 No Swimming

The Berthholder shall not swim or dive within the Marina.

### 8 Alcohol

The Berthholder shall not consume alcohol within the Marina except on private vessels or on licensed premises.

### 9 Security

The Berthholder shall take all reasonable steps to protect the Vessel or Craft from theft and vandalism and shall keep all hatches and other openings closed and securely fastened when not in use.

### 10 Pump Out

No 'Black' water is to be discharged into the Marina. A facility for the discharge of 'Black' water is provided on shore.

### 11 Visitors

The Berthholder shall ensure that all its invitees and crew comply with these rules and that any children under the age of 13 and for whom the Berthholder or its visitors and invitees are responsible shall be accompanied by an adult.

### 12 Rubbish

The Marina provides facilities for the collection of domestic rubbish only. Berthholders are encouraged to recycle their domestic waste as far as possible. Other waste is the responsibility of the Berthholder and must be removed from the Marina immediately.