

Moorings at Mereside

Information Pack

2018-2019

Introduction

Our moorings lie in one of the most idyllic and safe mooring areas on Lake Windermere with panoramic and ever-changing views of the lake and surrounding backdrop of mountains, this is an ideal sheltered and secure mooring for your boat all year round.

We provide all year-round moorings with electricity, water and waste pump out services at each berth. Ashore there are toilets and showers and laundry facilities. On site car parking is available for berth holders.



Mereside, Ferry Nab, Bowness on Windermere, Cumbria, LA23 3JH
Tel 015394 43415

www.lakewindermere.net email@lakewindermere.net
VAT Number 771461330

Windermere Lake Holidays Ltd Company Reg. No. 3970728
Directors: Maureen and Robert Judson

Terms and Conditions of Berth Rental Merese Ferry Nab Bowness-on-Windermere Cumbria

Season 1 April 2018 to 31 March 2019

Reservations of berths are accepted by Windermere Lake Holidays on the following conditions: -

1. Bookings will only be accepted if all information requested on the booking form is provided and a signed copy of the terms and conditions are returned to Windermere Lake Holidays with the appropriate mooring fee and a copy of the boat insurance.
2. The mooring is provided for the boat detailed on the signed Booking Form. Owners are required to advise Windermere Lake Holidays before making any changes to the boat moored or the details specified on the booking form.
3. Sub letting of berths is not permitted under any circumstances and the mooring can only be used by a boat wholly owned by the berthholder named.
4. Selling your boat

For sale notices on boats are not permitted on boats on the jetties.

If you sell your boat during the season, then the boat must be removed from the mooring on completion of the sale unless the new owner has:-

1. Completed a copy of the terms and conditions
2. Completed a copy of the boat and contact data form
3. Provided a copy of the new Insurance certificate
4. Met with Windermere Lake Holidays and they have agreed to the new owner remaining on the jetty.

If this procedure is followed **prior to the sale, then there are no costs involved in transferring the mooring to the new owner**

If the mooring is not transferred as above, then the jetty remains available to the existing berth holder till the end of the season

If the mooring is not transferred as set out above prior to the sale and the new owner subsequently makes a request to stay on the Marina, then Windermere Lake Holidays are free to offer the new owner any available berth. At the best rate that they can secure. If this is the one previously occupied by the boat, then the mooring fee received by Windermere Lake Holidays less and administration fee of £500 will be refunded to the existing Berthholder who will then cease to have any interest in the mooring.

Whilst Windermere Lake Holidays do not get involved in selling or buying of boats it is worth remembering that we get a constant stream of visitors to the site who

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ask if there are any boats for sale. If we know that you are selling your boat, we can with your agreement pass your details on to the interested party.

5. Windermere Lake Holidays reserve the right to refuse to provide or continue to provide berthing at their sole discretion. If a Berth holder is asked to leave during the season due to noncompliance with the terms and conditions, then Windermere Lake Holidays will only provide a refund if the mooring is re-let.
6. The Berthing fees/payments for the Season 1 April 2018 to 31 March 2019 will be:-

£134 plus VAT per foot or part thereof of overall length up to and including 30 feet
£137 plus VAT per foot from 30 foot to and including 32 foot
£140 plus VAT per foot from 32 foot to and including 34 foot
£144 plus VAT per foot from 35 foot to and including 36 foot
£148 plus VAT per foot above 36 foot

There is an additional charge for the premium end berths of £700 plus VAT for berths A2, A3, B8 and B9. Fees for berths A1, C1 and C2 are by negotiation.

There is a minimum boat length of 30 foot on jetty A and 22 foot on jetty B

We only accept payments by bank transfer or by cheque

7. To secure a berth for the season a non returnable deposit of £900 is required by the 14th December 2017. Non payment of the deposit by this date will mean that the berth is not required by the current berth holder and Windermere Lake Holidays will be free to allocate the berth to another boat.
8. Payment of the balance of the berthing fee is to be made on or before the Monday 8th January 2017. Failure to complete the payment by this date will result in the retention of the deposit paid and the berth being allocated to another boat.
9. The berthing fee excludes any other works to the boats which will be charged separately.
10. Boat length will be measured to include out drives, davits, suspended dinghies and any other projecting feature and will be rounded up to the nearest whole foot.
11. Due to the limited space available owners are permitted one tender of up to 6ft in length per boat. These are to be removed from the water or moored at the quayside wall at the discretion of Windermere Lake Holidays when the boat is unoccupied. No charge will be made for one tender per boat.
12. No refunds will be made if a berth is vacated part way through a year unless Windermere Lake Holidays are able to re-let the berth in which case a refund will be made for the unexpired part of the year less a management fee of £500 plus VAT.

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13. Reservations are accepted on the understanding that all regulations and by-laws relating to the lake must be observed at all times. This applies also to any tender moored at the marina.
14. All boat owners must have a minimum of £2 million Third Party Insurance and a copy of this should be sent to Windermere Lake Holidays with the booking form.
15. Owners are liable for any damage caused by their vessels, themselves, their guests and their crew.
16. All boats shall be fitted with an appropriate number and type of fire extinguishers/fire blankets.
17. All gas cylinders are to be fully isolated when the owners are not on site.
18. All boats will be required to carry sufficient life jackets for all crew members.
19. Children should not be allowed to play on the Jetties or Quayside or Carpark or left unsupervised on boats.
20. In their own interest, berth holders are asked to notify Windermere Lake Holidays if their boat is to be away from the berth for any extended period of time. In the event that a berth is vacant for a Windermere Lake Holidays will seek to let the space on a temporary basis. e.g. winter moorings. There will be no refund in such case and the mooring will be available when the berth holder wishes to return.
21. Owners are required to keep their vessels in a reasonable clean serviceable condition. In the event that Windermere Lake Holidays consider that the condition of a boat is unacceptable they will arrange for the vessel to be cleaned and a charge will be made for this.
22. While all reasonable care is made by Windermere lake Holidays and its staff it is the owner's responsibility to ensure that their vessel is properly secured and protected from wind and water level changes and other effects of weather at all times. Attention is drawn to the need for a "spring mooring rope" to prevent damage to boats and jetties. Any attached outboards should be fitted with an anti-theft device in addition to its normal method of attachment. Windermere lake Holidays are not responsible for any loss or damage however arising.
23. Owners are to provide details of an alternative contact who may be contacted should it not be possible to contact the owner in an emergency.
24. At the end of the season (31 March 2019) boats will be removed by the owner unless there is a new mooring agreement and the mooring fee for the following year has been paid. In the event that the fee for subsequent years is not paid and the vessel is not removed then Windermere Lake Holidays will give 60 days notice to the owner to remove the vessel. If the vessel is not removed within the 60 days,

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then Windermere Lake Holidays may at their discretion dispose of the vessel in what ever way is most appropriate to recover the outstanding fee.

25. Windermere lake Holidays may move any vessel berthed at Mereside at their discretion, at the owner's sole risk, for operational reasons.
26. Windermere Lake Holidays may at their discretion take whatever action may be considered necessary for the safety of the boat or other boats and property in the vicinity. The cost of any such work may be charged to the berth holder.
27. Berth Holders and persons using any vessel use all or any of the facilities at their own individual risk.
28. Should Windermere Lake Holidays consider it necessary to provide any extra ropes or fenders to secure any vessel then these will be charged to vessel owner.
29. Car Parking is available on the Mereside for berth holders free of charge for **one** car per boat on a first come first served basis while the berth holder is on site. All persons parking vehicles on the site must display a valid berth holders' car parking permit.
30. The parking is only available to the respective berth holder and cannot be used by any other person when they are not on site
31. Cars are to be parked only in the marked bays. Parking is not permitted in spaces reserved for apartment residents.
32. Under no circumstances are vehicles permitted to park on the quay side.
33. Boats trailers, or cradles may only be stored by arrangement if space is available.
34. Dogs are welcome on the site on condition that they are well behaved and never allowed to run free and the owners clean up any mess they cause. Dogs must not be left unattended for long periods on the boats
35. Toilets and Showers are available on site for use by berth holders
36. Coin operated Laundry facilities are available on site for use by berth holders
37. Electricity is made available to all berths at no cost providing this is only used for charging of batteries and lighting. The use of electric heating is not permitted without agreement with Windermere Lake Holidays and will be subject to an additional charge.
38. Pump out facilities are available on site free of charge during normal working hours
39. Drinking water is available to all jetties.

40. Workshop facilities may be available for works associated with the boats moored at the site
41. The following are not permitted within the curtilage of the Company's premises: -

- Emptying of chemical toilets
- Depositing of rubbish other than in the bins provided
- Subletting of berths
- Transfer of berths to a third party
- The exercise or free running of dogs
- The transaction of any business
- The display of 'For Sale' notices
- Swimming or fishing
- BBQ on jetty or on boats
- Fireworks of any kind

42. Owners are requested to show consideration for other berth holders at all times and particularly at night and in the early morning. Anyone causing disruption or a nuisance will be asked to leave the jetty without any compensation. Berth holders are responsible for the behaviour and conduct of their visitors.

43. Windermere Lake Holidays Liability

We shall not be liable for any loss or damage caused by any event or circumstance beyond our reasonable control (such as extreme weather conditions, the action of third parties not employed by us or any defect in any part of a customer's or third party's vessel); this extends to loss or damage to vessels, gear, equipment or other goods left with us for repair or storage, and harm to persons entering our premises or using any of our equipment or facilities.

We shall take all reasonable and proportionate steps having regard to the nature and scale of our business to maintain security at our premises, and to maintain our facilities and equipment in reasonably good working order. Subject to this and in the absence of any negligence or other breach of duty by us vessels, gear, equipment or other goods are left with us at the customer's own risk and customers should ensure that their own personal and property insurance covers such risks.

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 shall 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 another breach of duty on our part. However, we reserve the right to do so in any appropriate cases, 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.

Customers may themselves be liable for any loss or damage caused by them, their crew, or their vessels and while their vessel or other property is on our premises or is being worked on by us they shall be obliged to maintain adequate insurance, including third party liability cover for not less than £2million and where appropriate, Employer's Liability Cover in respect of any employee to at least the statutory minimum.

Failure to comply with any of the afore mentioned Terms and Conditions may result in those in breach of such Terms and Conditions being requested to vacate their berth without notice or financial recompense. We are sure that customers will realize that these conditions are laid down primarily in the interest of the safety and security of all berth holders and are not intended to impose unnecessary restrictions.

Terms and Conditions for 2018/2019 season Read and Agreed Prior to booking a berth by

Print Name-----

Signed----- Date -----