



BERTHING AGREEMENT

Berthing Agreement between Killynick Marina and Craft Owner

Name of Craft Owner _____

Boat Name _____

Mobile Phone Number _____

Email _____

Address _____

1. All vessels are repaired, hauled up, moved, berthed, moored and launched at the sole risk of the owner and we and our employees accept no responsibility for loss, damage or delay occurring from any cause whatsoever. All gear is stored at Owner's risk. Customers are, therefore, strongly advised to make sure that their vessels and/or property are adequately insured against all risks and also against third party claims, as they are liable for any damage to their vessels and/or property or caused by their vessels themselves and for their crew, whilst on or about our premises. Property includes motor cars, boat trailers, cradles and caravans.
2. Any delivery date quoted is given in good faith, but is not guaranteed.
3. Subject to express agreement to the contrary, goods sold by us carry no warranty or condition of sale, express or implied, as to quality or fitness for any particular purpose.
4. In the interests of safety and expediency we reserve the right to move any vessels and/or gear at our discretion and at the Owner's sole risk.
5. All persons using any part of our premises and/or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk.
6. Our permission must be obtained for the employment of any contractor and/or persons other than the permanent crew of the Owner to undertake work on any vessel and/or gear on our premises or while afloat on any of our berths or moorings.
7. In the absence of any written agreement or arrangement to the contrary, we reserve the right to terminate the hire of any moorings, berth, storage space, property or facilities by giving 14 days' notice in writing to the last known address of the Hirer.

8. Vessels stored at seasonal rates ashore or in berths will be launched or put afloat as near the end of the seasonal period as in our opinion weather conditions and available facilities permit and in such sequence as to avoid moving other vessels for this purpose and also as to make the most economical use of the facilities at our disposal. At the Owner's request we will, if possible, launch his vessel in any weather conditions, but this cost must be paid to Killynick Marina by the Owner.
9. Subject to express agreement in writing to the contrary, all quotations given by us are subject to the cost of labour and materials remaining at the same levels as those prevailing at the time of the quotation and the quoted price shall be increased or decreased by the amount by which the actual cost of labour and materials have increased or decreased by reason of variation of the aforesaid levels since the date of the quotation. Any increase shall also include overhead expenses based on the rates ruling at the date of quotation as applied to the increased labour.
10. Any quotation is subject to acceptance within seven days from the date thereof.
11. In the absence of any written agreement or arrangement to the contrary, delivery is given at our Yard or in the water adjacent thereto.
12. Quotations cover only the work and/or items specified thereon, and all additions, alterations, waiting time and any additional costs due to modified instructions will be charged to the customer at ruling prices. If, in the course of executing any work, we find any defect in a vessel and/or gear that in our opinion should be rectified without delay, we reserve the right to carry out such repair at our discretion and to charge same to the Owner. Notice of any rectification will be forwarded to the Owner forthwith.
13. Any person or persons hiring, renting out or obtaining a loan from us any vessel and/or engine shall assume sole and exclusive responsibility for same, the use thereof, any damage thereto and any claim in respect thereof and any liability whatever which we might have while same are out on hire, rent or lended, shall be expressly excluded. Any such vessel and/or engine shall be returned in time and in the same state of repair and condition as when they were hired, rented or loaned by us.
14. Our terms of payment for berths, moorings or hard stand are annually in advance. Goods supplied, work done or accommodation provided must be paid at time of transaction unless otherwise specified.
15. We have the right to exercise a general lien upon any vessel and/or gear and equipment whilst in or upon our premises or afloat at any of our moorings until such times any monies due to us from the Owner in respect of such vessels and/or gear, whether an account of storage or mooring charges, work done or otherwise shall be paid.
16. For the purpose of the above clauses the expression "Owner" shall include a Charterer, Master or Authorised Agent. Where the work is ordered or a boat left by a Charterer for storage or other purposes the word "Owner" shall include a Charterer except with regard to clause 14 hereof.
17. All orders written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction.
18. I, the customer do specify that insurance has been taken out on the craft, that covers all liabilities associated with any person using or boarding the vessel either when on the jetty or elsewhere.

Signature of Vessel Owner

Insurance Company

Date

Policy Number