



## Church Minshull Marina Ltd Terms & Conditions - General Conditions

### Definitions

"CMML" refers to Church Minshull Marina Limited, its employees and agents to whom these General Conditions apply.

"the Deposit" means the fee payable under the Contract to reserve the Berth to be provided by CMML and shall be such sum as shall be stipulated in the details of fees given to the Owner or displayed in the office of CMML.

"the Marina" shall include the marina, mooring and all other facilities provided by CMML for launching, navigating, mooring, berthing and storage of vessels, vehicles and property and all the land, adjacent water and building occupied or under the control on CMML, including the boat yard, workshops, boat shed's, car park, docks, jetties, hard-standing and roadways.

"the Office" means the Marina office on site at the Marina.

"the Owner" means the owner of a Vessel or Vessels using the facilities of the Marina. Where the Owner is more than one person, all obligations of the Owner under these General Conditions shall be joint and several.

"Vessel" means the Vessel or Vessels, including but not limited to boats, caravans, trailers and cars, belonging to the Owner using the facilities of the Marina.

"Length Overall (LOA)" means the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent.

"Berth" means the space on the water or land from time to time allocated to the Owner by CMML for the Vessel for the duration of a contract.

### 1. The Contract

1.1 Berths at the Marina shall be licensed for the periods and at the rates of charge from time to time published by CMML at the Marina and in force at the commencement of this contract. Details of the charges applicable to the Berth at the beginning of the contract will be given to each licensee at the time the contract is granted.

1.2 Contract renewal;

1.2.1 For short term day, week and month moorings and long term 6 month and 12 months paid up in full moorings the contract shall not be renewed but will end at the conclusion of the period agreed if not terminated sooner by CMML or by the Owner under the provisions of Clause 9.

1.2.2 For long term moorings paid by standing order instalments the contract will be active for a minimum of 12 months from the agreed contract start date and after this period will turn into rolling contract until we receive notice as per clause 9.1

### 2. Deposit

2.1 The Owner shall pay to CMML the Deposit upon agreeing to enter into the Contract.

2.2 The Deposit is non-refundable and if following the execution of the Contract to CMML is unable to satisfy any required conditions and/or if CMML or the Owner decide not to continue with the Contract then and in such event the happening of any such circumstances shall in no way affect CMML's rights to retain an/or require payment of the full amount of the Deposit payable under the Contract.

### 3. Liable, Indemnity and Insurance Obligations

3.1 CMML shall not be liable whether in contract, tort or otherwise, for any loss theft or any damages of whatsoever nature suffered by any Vessel or vehicle or other property of the Owner, his crew, contractors or visitors, except to the extent that such loss, theft or damage was caused by the negligence of CMML.

3.2 Notwithstanding clause 3.1 above, CMML shall not be liable for any indirect or consequential loss or damage.

3.3 The owner shall maintain third party insurance in respect of himself and his Vessel, vehicles, crew, agents and contractors in a sum of not less than £1,000,000 (one million pounds) in respect of each accident or incident, including sufficient cover against full foundering, salvage and removal claims. Such insurance shall be affected and maintained by a reputable insurance company authorised under the Financial Conduct Authority (FCA) to carry on in Britain or in Northern Ireland, insurance business of a relevant class or who has corresponding permission under the law of another member state of the European Community. The Owner shall produce the above policy or policies and evidence of payment of the premiums to CMML on demand. The Owner agrees not to do anything that could lead to the above policy or policies being revoked, vitiated or not renewed in the ordinary course.

3.4 CMML shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless it has been expressly engaged to do so by the Owner on commercial terms. Similarly, CMML shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident for which CMML is not responsible. However, CMML reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so it shall be entitled to charge the Owner concerned on a normal commercial basis (and, where appropriate, to claim a salvage reward).

### 4. Commercial use and Sale of Vessel

4.1 Except with the previous written consent of CMML, the Owner shall not use any part of the Marina or Vessel for any commercial purposes including, but without limitation hire of the Vessel, embarkation of charter parties, rental accommodation or advertising of any kind. Please note that if CMML does give its written consent for commercial use, such use will be subject to further terms and conditions and to the payment of additional fees, over and above those referred to in these General Conditions. For the avoidance of doubt, the occasional use of the Vessel by a friend of the Owner on payment to the Owner of a contribution towards the actual running costs of the Vessel shall not be deemed to be a commercial purpose.

4.2 Upon request, the Owner shall supply to CMML, full details in writing of all such use of the Vessel by friends in accordance with Clause 4.1 above.

4.3 The Owner shall not offer any Vessel for private sale, without prior written consent of CMML, whilst it is in the Marina. In the event that CMML consents to the Vessel being offered for sale whilst it is in the Marina, the Owner must use CMML's brokerage service to affect the sale of the Vessel.

### 5. Notification of Sale

5.1 Within seven days of any sale, transfer or mortgage of any Vessel, the Owner shall notify CMML in writing of the name and address of the purchaser, transferee or mortgagee, as the case may be.

5.2 The berth is not transferable to the new Owner without permission from CMML and payment of brokerage fees where applicable.

### 6. Condition of the Vessel

6.1 The Owner shall ensure that the Vessel remains in seaworthy condition at all times whilst it is at the Marina.

6.2 All Vessels must be kept clean and in reasonable repair at all times. Should a Vessel be damaged, then repair works must be carried out as soon as is reasonably possible. Tarpaulins and temporary covers are allowed as a temporary cover only.

6.3 Vessels berthed at Marinas connected to Canal & River Trust canals must be in possession of the requisite valid Boat Safety Certificate and Canal & River Trust Craft Licence and must display a current valid Navigation Certificate and registration number at all times. Any Vessel registered on the Small Ships Register must display its SSR number at all times. Any exemptions to this must be authorised in writing by CMML Senior Management.

6.4 In addition to the requirements set out in clause 6.1, the Owner shall ensure that the Vessel remains in an aesthetically pleasing condition whilst it is at the Marina. For the avoidance of doubt, CMML shall be the sole judge of what is considered "aesthetically pleasing" by having a reference to the condition of the majority of the vessels moored at the Marina.

## **7. Work to the Vessel**

- 7.1 Minor running repairs or minor maintenance works of a routine nature, including but not limited to light sanding, staining, minor painting etc which does not cause noise, disturbance, disruption or pollution to the Marina or other Marina users may be carried out to your Vessel without CMML's permission. Extensive external sanding, angle grinding, welding, internal refit, spray-painting etc are considered major works and cannot be carried out within the marina unless with CMML's prior written consent and then only in the hard-standing areas of the Marina. Maintenance may be carried out daily between 08:00 and 20:00 hours. When carrying out work, all CMML facilities, bollards, pontoons, service points etc must be suitably protected, kept clean and tidy at all times, and appropriate Health and Safety issues adhered to. We reserve the right to charge you for the full cost of any remedial works required as a result of your work.
- 7.2 Prior written consent for work to be carried out at the Marina shall not, without good cause, be withheld where the work is to be carried out in strict accordance with the Guidance for Work in Dry Docks and where:
- 7.2.1 the work to be carried out is work for which CMML would normally employ a specialist subcontractor; or
- 7.2.2 CMML is satisfied that the whole of the work is remedial and not servicing and is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of her equipment to which the warranty relates; or
- 7.2.3 CMML has set aside an area of the Marina where the owner may carry out work on the Vessel and the work for which consent is sought is restricted to that area.
- 7.3 The Owner must ensure that suitable risk assessments, method statements and a copy of the contractors third party liability insurance policy in the sum of £5,000,000 accompanies the request for consent referred to in clause 7.1 above. For the avoidance of doubt, CMML reserves the right to refuse its prior written permission for the work once it has had an opportunity to consider the risk assessments and method statements of the contractor.
- 7.4 If the Owner is using contractors to carry out any work, the Owner must ensure that the contractors register with the office upon their arrival and pay a registration fee, details of which are available at the Office upon request.
- 7.5 CMML also reserves its right to withdraw its consent if any work is carried out in contravention with relevant Health and Safety legislation or approved codes of practise.
- 7.7 In carrying out any work the Owner shall not cause any nuisance and agrees to use his best endeavours to ensure that his contractor does not cause any nuisance to CMML and/or to any other users of the Marina and/or to any person residing in the vicinity of the Marina. If CMML receives any complaints regarding the work from any person using the Marina and/or from any person residing in the vicinity of the Marina, CMML reserves the right to either request a review of the method statement of the contractor so as to minimise or remove the nuisance or to withdraw its consent for the work.
- 7.8 In the event that CMML withdraws its consent for the work for any reason set out in this Clause 7, the Owner shall immediately, (save to the extent that the consent may further be extended in accordance with Clause 7.7), instruct the contractor to leave the Marina forthwith and the Owner shall immediately commence restoring the area in which the work was being carried out, into the condition it was in prior to the commencement of the work.
- 7.9 Prior to changing or modifying a Vessel, the Owner must receive written permission from CMML in order for the Vessel to remain at the Marina. This permission will not be unreasonable withheld.

## **8 Fees**

- 8.1 Mooring fees are calculated on a per Berth rate to accommodate the Length Overall (LOA) of the Vessel as measured by CMML. There is a minimum charge by reference to a Berth of 12 metres.
- 8.2 All mooring fees are payable;
- 8.2.1 In advance, for day, week, month, 6 months and 12 months paid in full moorings. One off payments are due no later than the start of the contract period. Or
- 8.2.2 Instalment payments can be made by standing order on 12-month contracts with the first instalment due on the first day of the contract, then equal monthly instalments on the first of each month until the contract is terminated considering clauses 1.2.2 and 9.1.
- 8.2.3 All fees are inclusive of VAT at 20%. Fees will be adjusted to reflect any VAT changes. Mooring fees are subject to an annual review by CMML by the display of amended mooring fees in the Office.
- 8.3 All contracts shall start on either, the 1<sup>st</sup> day of the Month in which the Vessel arrives at the marina, or the 1<sup>st</sup> day of the agreed commencement month, whichever occurs first.
- 8.4 If the Owner wants a Vessel to occupy more than one berth, the Owner will be charged accordingly for the number of berths occupied.
- 8.5 All mooring fees are inclusive of berthing fees, potable water and access to all Marina facilities.
- 8.6 Electrical supply is available at an extra charge, subject to a maximum load of 16 amps.
- 8.7 Full details of all CMML charges in respect of this Clause 8 may be found at the Office reception and are incorporated into these General Conditions by reference. CMML reserves the right to alter these charges from time to time. In addition, please note that with regard to fuel bought, CMML reserves the right to determine what a fair market price without consultation is.
- 8.8 All payments may be made by cheque (if backed by cheque guarantee card and made payable to CMML), credit / debit card or cash. Please note CMML is unable to accept American Express cards.
- 8.9 CMML reserves the right to exercise a general lien upon any Vessel and/or property belonging to the Owner whilst in or at the Marina until such time as any money due to CMML in respect of the Vessel and/or other property, whether on account of rental storage, commission, access or berthing charges, work done, administration charges, legal costs or otherwise shall be paid by the Owner. In the event that the aforementioned lien remains unsatisfied for the specific period of time notified in writing to the Owner by CMML, the Vessel will be sold on brokerage and the proceeds of the sale used to satisfy the monies owed by the Owner to CMML. Any remaining monies after this will be remitted to the Owner.
- 8.10 Payments made under these General Conditions shall be made without deductions. the owner shall punctually pay to CMML all sums owing to CMML under these General Conditions. An administration charge in the sum of £20 plus VAT where applicable per letter shall be levied against the Owner in the event that it becomes necessary for CMML or CMML's appointed legal advisors to write to the owner to seek payment of any overdue payment or to advise of CMML's intention to commence legal proceedings against the Owner. For the avoidance of doubt, the Owner accepts that any administration charge levied against him by CMML in the circumstances set interest at the rate of the current Bank of England Base rate, plus 8% on any sum owing to CMML from the date of the third letter that CMML or CCML's appointed legal advisors are obliged to write to the Owner seeking payment of a debt until the payment of the debt by the Owner.
- 8.11 CMML will only make refunds of payments made under these General Conditions in the circumstances specifically provided for under these General conditions and for no other reason whatsoever.
- 8.12 CMML must be in receipt of full settlement for the previous contract before a new contract will be issued.

## **9. Termination**

- 9.1 Either the Owner or CMML may terminate a contract by giving the other three months' notice in writing.
- 9.2 Without prejudice to any other rights CMML may have in respect of any breaches of the General Conditions by the Owner; CMML may terminate the contract forthwith in the following circumstances;
- 9.2.1 if the Owner commits a breach of any term of the General Conditions which is capable of remedy, but which is not cured within the time stipulated by CMML in a written notice to the Owner specifying the breach and requiring its remedy; or
- 9.2.2 if the Owner commits a breach of any term of the General Conditions which is not capable of remedy.
- 9.3 Upon termination by CMML pursuant to Clause 9.1 above, CMML shall refund to the Owner the unexpired portion of the mooring fees subject to a right of set-off in respect of any monies owed by the Owner to CMML.
- 9.4 Upon expiry of the three months referred to in Clause 9.1 or upon CMML terminating this agreement pursuant to Clause 9.2, the Owner shall be required to take delivery of his Vessel and remove it from the Marina within 7 days. If the Owner fails to take delivery and remove his Vessel within this period, CMML shall be entitled:
- 9.4.1 to charge the Owner the amount which would have been payable by the Owner to CMML if the agreement had not been terminated for the period between termination of the agreement and removal of the Vessel from the Marina; and/or
- 9.4.2 to remove the Vessel from the Marina and secure it elsewhere and then charge the Owner with all costs arising out of such removal, including alternative berthing fees; and/or
- 9.4.3 to sell the Vessel by auction and deduct from the sale proceeds:
- (1) all costs arising out of such sale, including but not limited to, removal costs, alternative berthing fees, auction fees, administration fees and legal costs; and
- (2) arrears of mooring fees, accrued interest and any charges made pursuant to clause 9.4.1 provided that CMML will account to the Owner thereafter in respect of any net sale proceeds.

9.5 Upon termination by the Owner only twelve months paid in full Contracts are eligible for refunds. The scaling of refunds for twelve months Contracts is as follows:

COMPLETE MOMTS REMAINING	1	2	3	4	5	6	7	8	9
% OF TOTAL ANNUAL CHARGE TO BE REFUNDED TO THE CUSTOMER	0	0	10	20	30	40	50	60	70

The amount refunded fits the complete number of months remaining e.g. if a customer provides notice on 14<sup>th</sup> March, the refund is calculated on complete months from 1<sup>st</sup> July.

**10 Launching of Vessels Stored Ashore**

10.1 Subject to availability, both in terms of time and space, CMML will launch or put afloat any Vessel stored ashore at the request of the Owner upon the Owner signing the CMML terms and conditions relevant to the launching, lifting or slipping of the Vessel.

**11 Rights of CMML to Rebirth and Move Vessels**

11.1 CMML reserves the right to moor; rebirth, move, board, enter or carry out emergency work on any Vessel if, in CMML's opinion, it is necessary to do so for the purposes of trying to:

11.1.1 avoid damage to the Vessel or to any other vessel in the Marina; and/or

11.1.2 ensure the safety of other users of the Marina; are/or

11.1.3 ensure the safety of CMML's staff, premises, plant or equipment.

11.2 CMML also reserves the right to moor, rebirth, or move the Vessel if, in CMML's opinion, it is necessary to do so in order to launch or put afloat any other vessel.

11.3 CMML also reserves the right to moor, rebirth, or move the Vessel, and/or move any equipment and/or goods belonging to the Owner. if. in CMML's opinion, it is necessary for the good management, safety or security of the Marina.

**12 Mooring, Re-birthing, Moving or Towing at the Owner's Request**

12.1 Subject to payment by the Owner of CMML's reasonable charges (where appropriate); CMML will moor, rebirth, move or tow any Vessel at the request of the Owner. CMML will not be liable for any damage to the Vessel arising as a result of the mooring, re-birthing, moving or towing save where such a damage is caused by any negligence or default on the part of CMML.

12.2 Where CMML complies with an Owners request pursuant to Clause 12.1 above, the owner agrees to indemnify CMML in full from and against any and all loss, damage or liability (including all legal fees and costs) incurred by CMML as a result of complying with such request.

**13 CMML's Right of Sale**

13.1 Any Vessel or other property left at the Marina in breach of the terms of this Agreement will be subject to the provisions of the Torts (Interference with Goods) Act 1977 ("the Act"), which confers on CMML as bailee a right of sale exercisable in certain circumstance.

13.2 In circumstances where the Act does not apply or where CMML cannot be regarded as a bailee of the Vessel, section 12 and Schedule 1 of the Act are expressly incorporated into these General Conditions except that where the term 'bailee' appears it is to be replaced with 'General Conditions'.

13.3 CMML will not exercise the right of sale described in this clause 13 until it has given notice to the Owner or has taken reasonable steps to trace him in accordance with the Act.

**14 Non-Assignability**

This agreement is personal to the Owner and his Vessel. The Owner must not assign any of his rights or obligations under this agreement to any third party or to any vessel not named in the CMML Contract signed by the Owner.

**15 Non-Exclusivity of Berths**

15.1 Nothing in these General Conditions shall entitle the Owner to the exclusive use of a particular berth. Vessels shall be berthed or moored by the Owner in such a manner and position as CMML shall direct.

15.2 Once CMML has allocated a berth to the Owner, the Owner shall not utilise a different berth unless such a change of location is approved by CMML in writing prior to the Owner taking such action or is necessitated by emergency circumstances.

15.3 Unless otherwise agreed in writing by CMML, all necessary warps and fenders shall be provided by the Owner: CMML reserves the right to replace warps and re-secure any Vessel in the interests of the safety at the Owner's expense.

**16 Safe Navigation of Vessels in the Marina**

16.1 When entering or leaving or manoeuvring in the Marina, the Owner must ensure that the Vessel is not navigated at such speed or in such a manner as to endanger or inconvenience other vessels.

16.2 The Owner must ensure that his Vessel is not navigated by anyone who is under the influence of alcohol or drugs.

**17 Prohibition of Nuisances**

17.1 No noisy or objectionable engines, radios or other apparatus or machinery shall be operated at the Marina so as to cause a nuisance or annoyance to CMML or to any other users of the Marina or to any person residing in the vicinity.

17.2 Engines, generators or other apparatus or machinery must not be operated between the hours of 20:00 and 08:00

17.3 No anti-social behaviour or abuse, verbal or physical shall be tolerated towards customers or staff at the Marina. Immediate termination of contract will occur, and criminal prosecution may be considered.

17.4 The Owner shall use his best endeavours to ensure that himself, his crew, contractors and visitors do not cause a nuisance as described in Clauses 17.1, 17.2 and 17.3

**18 Disposal of refuse**

18.1 No refuse shall be thrown overboard or left on the pontoons, jetties or car parks. Any domestic waste shall be disposed of in the receptacles provided by CMML or by removal from the Marina by the owner. None domestic waste must be removed from the Marina by the Owner.

18.2 No domestic waste shall be discharged into the Marina but shall be disposed of in the appropriate manner as directed by CMML.

**19. Spillages**

The owner should immediately inform CMML of any spillages of oil, paint or any other pollutant into the Marina. The Owner should also take such steps as are reasonably practicable in the circumstances to minimise the spread of the pollutant and warn other users of the Marina of the problem. Costs associated with any clean up operation may be charged to the Owner.

**20 Storage of Gear**

20.1 No fittings, equipment, supplies, stores or any other property belonging to the Owner shall be store or left at the Marina other than as directed by CMML.

20.2 Except whilst transporting items to or from the Vessel, the Owner must not leave or store any items on the Vessel, the pontoons, pathways, walkways, car parks or anywhere else on the Marina. No ropes, cables, hoses, wires etc. must be trailed across paths or pontoons.

**21 Vehicle Parking**

21.1 Subject always to the availability of parking spaces, the Owner, his crew, contractors and visitors are required to park their validly taxed and insured motor vehicles in such a position and such a manner directed by CMML

21.2 The Owner and all others visiting the Marina shall provide CMML with details of the vehicle registration and length of any stay in excess of 24 hours

21.3 Not more than two vehicles per Vessel shall be parked in the spaces provided at any one time. Campervans, motorhomes, trailers and caravans aren't permitted in the provided spaces without prior written consent from CMML.

- 22 Health and Safety and Fire Precautions**
- 22.1 The Owner shall abide by all relevant health and safety regulations, codes of practise and any health and safety guidance issued by CMML whilst using the Marina.
- 22.2 The Owner shall take all necessary precautions against the outbreak of fire in or upon his Vessel and the Owner shall observe the statutory and local regulations relating to fire prevention exhibited in the Office. The Owner shall provide and maintain in good working order at least one fire extinguisher of an EU government approved or BSI standard type and size, in or on the Vessel and readily available for immediate use in case of fire.
- 22.3 The Owner shall not refuel the Vessel in the water, except when moored at CMML's refuelling berth.
- 22.4 The lighting of pen fires or use of fireworks is strictly prohibited. Barbeques or potable gas cookers may be used when placed on a suitable stand and only in designated areas. All barbeques and cookers must not be left unattended and must be properly extinguished. The area around the equipment must be left in a clean and tidy condition.
- 22.5 Children invited to the Marina by the Owner are the sole responsibility of the Owner and must remain under the Owners supervision at all times as the Marina may be potentially dangerous to them. They must not be allowed to cause a nuisance to any other user of the Marina.
- 22.6 Running/cycling on the pontoons is not permitted.
- 22.7 When connecting to a designated electrical outlet bollard, CMML approved leads and plugs must be used. these must be maintained in accordance wit the relevant regulations and standards. The Owner is not permitted to alter the berth of facilities in any way.
- 22.8 The Owner must provide CMML with current address and contact details and telephone numbers so that the Owner can be contacted in an emergency.
- 23. Diving, bathing or fishing**
- 23.1 Diving, bathing or fishing in the waters of the Marina is not permitted, without written permission of CMML.
- 23.2 Children under the age of 12 must wear adequate life jackets at all times whilst at the Marina and in close proximity to the water.
- 23.3 Any person on site unable to swim is advised to wear adequate life jackets at all times whilst at the Marina.
- 24 Washing**
- Laundry may only be hung in the areas designated for such use and not from Vessels.
- 25. Television aerials, satellite dishes and wind generators**
- Every effort will be made by the Owner to ensure that television aerials, satellite dishes and wind generators are erected in a manner that makes them as inconspicuous as their design allows for, whilst the Vessel is in the Marina.
- 26 Additional Regulations, rules and Canal & River Trust Byelaws**
- 26.1 CMML reserved the right to amend these General Conditions and/or to introduce other site-specific rules and regulations which are necessary for the efficient and effective running of the Marina. Such amendments and rules and regulations shall become effective on being displayed on CMML's public notice board in the Office reception or in any other prominent place and CMML's Office.
- 26.2 Any such rules and regulations introduced pursuant to this Clause 26 shall be deemed to form part of these General Conditions and CMML shall have the same rights against the Owner for a breach of these General Conditions.
- 26.3 The Owner shall at all times bide by and shall use his best endeavours to ensure that his crew, contractors and visitors abide by any applicable Canal & River Trust and any other local authority byelaws. Any failure to comply is a criminal offence and may result in a fine of up to £100 from CMML.
- 26.4 The Owner further undertakes to abide by any reasonable instructions issued by CMML.
- 27 Occupation of Vessel**
- 27.1 The Owner shall not live permanently on board the Vessel nor shall he encourage or permit anyone else to do so, without the prior written consent of CMML.
- 27.2 Vessels using the moorings must not be used as a permanent place of residence nor may they be used as a place of residence for more than 120 day in any one year.
- 27.3 If the Owner is given permission in accordance with Clause 27, the Owner must immediately notify CMML of the date upon which he wishes to commence his stay on the Vessel and the date upon which he ceases to occupy the Vessel in the manner described by that permission
- 27.4 The Owner must not occupy overnight the Vessel when it is stored ashore, without written permission of CMML.
- 27.5 No post will be received for moorers.
- 28 Temporary Failure of Services and Facilities**
- Without prejudice to the generality of Clause 31.4, CMML will not be liable to the Owner in the event of a temporary failure of any of the facilities and/or services at the Marina due to a reason not within CMML's control. but agrees to use its reasonable endeavours to ensure that the affected services and/or facilities are repaired as soon as reasonably possible.
- 29 Animals on Board Vessels**
- 29.1 The Owner may not keep any animal on board the Vessel whilst it is in the Marina, other than domesticated animal that have been notified to CMML as being present on the boat and approved by CMML as suitable for the Marina by CMML.
- 29.2 The animal approved by CMML as suitable for the Marina must at all times remain on a lead and under the proper control of the Owner whilst they are the Marina and must never be allowed to cause a nuisance to any other users of the marina. CMML reserves the right to ask the Owner to remove any offending animals from the Marina, for with if these Rules are consistently breached by the Owner.
- 30 Marina Entrance**
- 30.1 CMML reserves the right on giving 48 hours prior notice to the Owner (in which respect the display of a prominent notice in the Office reception shall be deemed to be sufficient notice) to close the entrance between the Marina and the Canal & River Trust Canal for maintenance or repair.
- 30.2 CMML also reserves the right to close the entrance above referred to without notice when loss of water in the Marina is threatened or anticipated.
- 31 General**
- 31.1 In these General Conditions, unless the context otherwise requires, words importing any gender and words importing the singular number include the plural and vice versa.
- 31.2 The headings in these General Conditions are for convenience only and shall not affect its interpretations.
- 31.3 Unless otherwise agreed in writing, CMML's failure to exercise or delay in exercising any right or remedy provided by these General Conditions does not constitute a waiver of that right or remedy or any other right or remedies under these General Conditions.
- 31.4 CMML shall not be liable for any failure or delay in performing any of its obligations under these General Conditions caused by circumstances beyond its control.
- 31.5 If any part of these General Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the remainder of these General Conditions shall not be affected.
- 31.6 these General Conditions, the Schedule and any specific rules and regulations introduced by CMML in accordance with clause 26 above constitute the entire agreement and understanding between CMML and the Owner with respect to all matters referred to within it and shall supersede any previous agreement(s) between the parties in relation to the matters referred to in these General Conditions.
- 31.7 No person other than a contracting party may enforce any provision of these General Conditions by virtue of their Contract (right of Third Parties) Act 1999.
- 31.8 Any notice given or invoice to be delivered in accordance with these General Conditions shall be delivered by hand, sent by first class post or Email. Any notice or invoice delivered by first class post shall be deemed to have been received 48 hours after it has been posted.
- 31.9 These General Conditions shall be governed and constructed in accordance with the laws of England.