



STORAGE YARD TERMS AND CONDITIONS

I/We (*the Customer*) agree that:

1. Liability
 - a. The boat to be stored and any tools or equipment are insured for damage, fire, theft and third-party liability by *The Customer*.
 - b. *Aqueduct Marina* shall take reasonable or 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; but in the absence of any negligence or other breach of duty by us vessels and other property are left with us at the customers own risk and customers should ensure that their own personal and property insurance adequately covers such risks. The boat owner must provide proof of current insurance for the vessel and this needs to be kept up to date. Evidence of insurance must be provided prior to us working or moving the vessel.
 - c. *Aqueduct Marina* 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 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 some other breach of duty on our part. However, we reserve 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 we do so we shall be entitled to charge the customer concerned on a normal commercial basis.
 - d. *The Customer* 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 no less than £3,000,000 and where appropriate, Employers Liability cover in respect of any employee, customers shall be obliged to produce evidence of such insurance to us within 7 days of a request to do so.
2. *The Customer* is responsible for ensuring the boat is safe.
3. Should *The Customer* default with payment, Church Minshull Marina Ltd t/a Aqueduct Marina retain the right to sell the item to clear the debt.
4. The area around the boat must be always kept clear and tidy. Any items left discarded outside of their boat will be removed or disposed of at *The Customer's* expense.
5. Aqueduct Marina can at any time cancel this agreement with and demand removal of the boat.
6. Aqueduct Marina accepts no responsibility for any injury or accident that may occur while on the site.
7. *The Customer* of the boat will notify Aqueduct Marina (Church Minshull Marina Ltd - 01270 525040) and be responsible for any third party who visits the boat yard and works on the boat, please ensure that they sign in the Visitor's Book, provide a copy of their current Public Liability Insurance (Minimum cover £10,000,000) and safety documentation.



8. Boats can only be moved or craned off the site with Aqueduct Marina's permission.
9. Boats can only be offered for sale through Aqueduct Brokerage unless Aqueduct Marina has given written consent.
10. Aqueduct Marina retains the right to stop any works it deems to be a 'nuisance' (for example excessively noisy or dusty) or a Health & Safety risk to both boats, owners, staff, and the public.
11. Hot Works are not permitted i.e., welding or grinding – Welding, cutting and fabrication work should be carried out in a workshop.
12. Pressure washing on the yard is not permitted.
13. Ladders that are the property of Aqueduct Marina are not to be Hired or Borrowed at any time.
14. Before any boat returns to the water, full payment of any outstanding invoices is required.
15. Boat Owners must vacate the vessel before the boat is removed or returned to the water.
16. Aqueduct Marina is a non-residential site; therefore, residing on the vessel is not permitted.
17. Aqueduct Marina reserves the right to refuse entry of any vessel.
18. All trade waste to be removed from site by customers and/or contractors working on boats and under no circumstances placed in the waste compound on site, which is exclusively for general domestic waste. *You may be able to dispose of waste at Crewe Household Waste and Recycling Centre, Pyms Ln, Crewe, CW1 3PJ or can alternatively hire a skip from Nick Brookes 01829 260 687*

Please Note:

Aqueduct Marina does not lend or hire ladders or any other equipment (including tools) to work on or to access boats whilst out of the water. Please bring your own ladders and equipment; alternatively, they may be available to purchase from the Aqueduct Marina Chandlery or available to hire from PET Hire Tel: 01270 582 222 or KMD (Nantwich) Tool Hire: 01270 627 421