

2018-2019



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## BOAT YARD SERVICES & MOORINGS

BIRMINGHAM'S PREMIER MARINA

We are in a unique position on Birmingham Canal Navigations in the heart of Birmingham, to serve all types of boaters for overnight, short term or long term moorings.

**We offer the following facilities for temporary or permanent moorers.**

- Diesel, Pump out, Water, Gas, Chandlery. Available from the tow path outside the Distillery
- Chandlery at the Distillery tow path Site for your boating supplies.
- City centre location, with large supermarket less than 1 mile away.
- Close to public transport links.
- We are in a unique position on Birmingham Canal Navigations in the heart of Birmingham to serve all type of boaters for overnight, short term or long term moorings.
- In addition Sherborne Wharf operates a fleet of boats for public trips, catered cruises, parties or conference hire.

We also have holiday narrow boats for hire at our 'sister' company Heritage Narrow Boats in Cheshire (please ring for details on 01782 785 700).

With best wishes

Earle Wightman  
**Managing Director**

2018 Sept



DAILY MOORING RATES

Cost per night per boat £20.00 including vat  
Daily electric £7.50 including vat (if available)

## Weekly Mooring Rates

**£2.00 per foot per week  
(includes VAT)**

1. **Mooring fees are payable in advance and no credit can be allowed. Overdue accounts will be surcharged at 5% per month or part thereof.**

2. Mooring fees are subject to increase at any time with adequate notice as determined by the boatyard.

3. Except where short term mooring is agreed, the agreement

will continue indefinitely subject to one months notice of termination before renewal date, in writing, on either side.

4. **No refund will be given for unused mooring.**

5. Water levels are not guaranteed and it is the Owner's responsibility to ensure that the boat is secured in such a way as to cope with water level fluctuations.

6. All boats must have a valid BW licence, Boat Safety Certificate and the minimum third party insurance.

7. Mooring fees do not include the storage of boat trailers. Where space permits trailers can be stored at an agreed cost. They must be clearly marked with both boat and owner's name and must be immobilised.

8. Electricity will be charged monthly in advance. Only electricity tokens purchased from Sherborne Wharf may be used.

9. All Mooring Rates quoted are subject to VAT at current rate.



**LONG TERM MOORING RATES**

<b>Quarterly Rate</b>	<b>£14.20 per foot (+vat)</b>
<b>Six monthly Rate</b>	<b>£25.35 per foot (+vat)</b>
<b>Annual Rate</b>	<b>£45.93 per foot (+vat)</b>

**OTHER BOAT YARD SERVICES**

Daily Electric	£7.50 inc vat
Monthly Electric Availability Charge	£50.00 inc vat
Boat Safety Examination Charge –(Exc re-test )	£180.00 plus vat
Boat Safety Examination Re-Test	£70.00 plus vat
Brokerage Fees	5% on selling price

**GENERAL MOORING CONDITIONS**

<p>1. <b>Mooring fees are payable in advance and no credit can be allowed. Overdue accounts will be surcharged at 5% per month or part thereof.</b></p> <p>2. Mooring fees are subject to increase at any time with adequate notice as determined by the boatyard.</p> <p>3. Except where short term mooring is agreed, the agreement will continue indefinitely subject to one months notice of termination before renewal date, in writing, on either side.</p> <p>4. <b>No refund will be given for unused mooring.</b></p> <p>5. Water levels are not guaranteed and it is the Owner's responsibility to ensure that the boat is secured in such a way as to cope with water level fluctuations.</p>	<p>6. All boats must have a valid C.R.T. licence, Boat Safety Certificate and the minimum third party insurance.</p> <p>7. Electricity will be charged monthly in advance. Only electricity tokens purchased from Sherborne Wharf may be used to feed the meters.</p> <p>8. All Mooring Rates quoted are subject to VAT at current rate.</p> <p>9. Should there be any outstanding mooring fee's when you leave. We will seek repayment through the courts.</p>
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## MOORING CONDITIONS

### 1. Definitions

In these conditions and the booking agreement

"The Company" shall be Sherborne Wharf Limited.

"The Moorer" shall be the person or persons named on the Mooring Form. In the event of more than one Moorer they shall be individually responsible and liable under this agreement.

"The Conditions" means the conditions set out herein.

"The Works" shall mean the supply of services and goods as specified.

"The Boat" shall be the boat or boats as specified.

### 2. Fees & Payment

(i) Mooring fees are to be **paid in advance** without fail and no credit will be given. Overdue accounts will be sur-charged at 5% per month or part thereof.

(ii) Except where short term mooring is agreed, this agreement will continue indefinitely subject to one months written notice of termination, in writing, on either side.

(iii) Electric fees are due either daily or monthly in advance. Non-payment will result in the cut of supply.

(iv) should you leave the marina and leave unpaid bills we will as a Company seek repayment through the courts.

(v) **WHERE NOTICE OF TERMINATION IS GIVEN, NO REFUND OF MOORING FEES WILL BE GIVEN FOR UNUSED MOORING RIGHTS.**

(vi) Upon expiry of mooring permit, the boat shall be removed from the mooring site forthwith. Mooring fees may be increased at any time. Due notice will be given.

### 3. Valid Licence & Insurance

**All boats must have a valid C.R.T cruising licence, a valid Boat Safety Certificate of Compliance and third party insurance.** Boat licences and mooring permit must be displayed at all times.

### 4. General Mooring Conditions

(i) Permission to moor does not give any right to a particular mooring.

(ii) All Moorer shall ensure that all authorised users of the boat do not cause annoyance or nuisance to other neighbours or canal users. It is the responsibility of all boat owners to ensure that their activities do not cause any noise, dust or nuisance to other users of the area's amenities.

(iii) **The running of engines on the moorings is prohibited at night between 8.00 p.m. and 7.00 a.m.**

(iv) Mooring Permits cannot be transferred to another boat owner or transferred with the change of ownership of a vessel.

(v) No fishing is allowed anywhere on the yard at any time.

### 5. Cleanliness

(i) All boats must be kept in a clean and tidy condition. No boat will be accepted, which in our opinion, is in a state of disrepair or kept in an untidy condition, and any boat falling into disrepair will be asked to leave. Sanitary station toilets and other services must be kept in a clean and tidy condition at all times.

(ii) No belongings or refuse of any description are to be left on the canal side. Domestic rubbish must be deposited only in the Euro bin and NON Domestic rubbish disposed

By the owner of such and not dumped on this site.

### 6. Pet Owners

(i) All pet owners shall be responsible for their animals at all times. All animals must be kept on a lead. Please do not allow them foul the towpath or boat yard at any time. Please ensure that any mess is removed and disposed of safety for the benefit of other users.

(ii) **AN ADDITIONAL PETS SURCHARGE WILL APPLY FOR VIOLATION OF THIS AGREEMENT.**

### 7. Brokerage Fees

Any persons offering their craft for sale from the moorings should be aware that a brokerage fee will be charged. This condition is strictly enforced.

### 8. Repairs and Works

**No OUTSIDE CONTRACTORS are to be employed on the yard for any type of work or repair and such work is strictly forbidden except by prior arrangement.**

Sherborne Wharf will be happy to quote for all types of work.

### 9. Vehicular Access.

**(i) Access is available from Sherborne Street, for loading and unloading of vehicles only. There is no parking allowed.**

### 10. Electricity & Water

(i.) Electric is payable in advance at either daily or monthly rates, see separate price list. Only electricity tokens purchased from Sherborne Wharf may be used.

No other terms are available.

(ii) When using mains electricity you must have a Residual Current Device (RCD) fitted on your boat. This must always be available for inspection by the management.

(iii) The Company will not be responsible in any way for the continuation of the water or electric supply or for any damage caused by the lack of same.

### 11. Variation of Fees & Conditions

The Company reserves the right to amend these rules and mooring fees at any time, and such amendments will be notified with the moorers through contact details given on their mooring application.

### 12. Liability

(i) The Company accepts no responsibility or liability for any loss or damage to boats, vehicles or property by a third party, howsoever caused. Boaters' own insurance should cover this aspect. The Moorer will be held responsible for any damage they or their boats cause to the Company, Canal and River Trust property or that of any third parties.

(ii) In the event of sinking, the Moorer will be liable for all salvage costs, in addition to mooring fees whilst the boat remains within our yard, above or below the waterline.



MOORING APPLICATION FORM

Name of Owner .....

Address .....

..... Postcode.....

Telephone: Home ..... Work .....

Boat Name ..... Make ..... Year Built .....

Boat Length ..... Beam .....
(including fenders)

Access: Rear..... Front ..... Side .....

DOCUMENTS Please supply photocopies of Insurance and Boat Safety Certificates

Insurance Company ..... Policy No .....

CRT Index No ..... Boat Safety Certificate No ..... Valid until..../..../....

MOORING Type of Mooring Required (payable in advance) \*:-

a) Short Term Mooring (daily or weekly rates) Starting ..../..../..... Ending ..../..../.....

b) Quarterly c) Six Monthly d) Annually Starting ..../..../.....

\*Please delete as applicable

ELECTRICITY I want Mains Electricity (payable monthly):- YES ..... NO .....

\*Please note we require proof of ID as follows.

Forms of ID acceptable as proof of ID are.

- 1.Passport 2. Driving Licence 3. Bank statement
4. Credit Card statement 3. Utility Bill 4. Nat insurance Number

We also require a next of kin details / a contactable person who would be able to reach you if Sherborne wharf are unable to contact you.

NAME:..... Relationship to you .....

Address: .....

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.....

Post Code:.....Phone no'.....

Please ensure that you have read all the terms and conditions on this agreement.

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I understand and accept all our conditions of berthing and mooring as shown in Sherborne Wharf's **Mooring Conditions** available on request.

**Signed** ..... **Date** .....