

Boat Parking Contract 2011/2012

- 1.1 On payment of a boat parking fee you will be allocated a boat bay, and a MBC boat number, **it is required that the boat number sticker is placed on the transom of your boat or on the mast so that it is easily visible.**
- 1.2 Only one boat is to be stored per allocated bay, fees are payable per boat and not for individual bay's.
- 1.3 For guidance on conduct while using the Mount Batten Centre's facilities please refer to the centre's code of conduct.

Access

- 2.1 Access to the boat parking areas will only be available during the centre's normal operating hours. (Please see Reception for opening times)
- 2.2 It is asked that you refrain from using the boat parking areas to park your vehicles, please only use for loading and unloading.
- 2.3 For access to the secure compounds a key must be collected and signed for at reception **upon showing your valid membership card** which will be checked against the in date members list.

Payment

- 3.1 Payment should be made in full **before** the start date of your storage contract.
- 3.2 In the instance of two or more boats being stored on site the member shall only be charged once for the centre's membership fee. No discount can be given for multiple storage.
- 3.3 An Admin charge will apply for all accounts outstanding and will be applied monthly.

Termination Contract

- 4.1 On or before the date of expiry the Member shall remove their boat or will renew the contract with full payment for the next storage period. See 3.3.
- 4.2 If the Member chooses to remove their boat before the expiry date of the contract, under normal circumstances the centre will be unable to offer a refund.

Abandoned Boats

- 5.1 If at any time any boat parking fees payable to the centre by the Member are one month or more in arrears: The Centre shall be entitled to move the boat to any other part of the premises without being liable for any loss of or damage to the boat howsoever caused.
- 5.2 If a boat is thought to be apparently abandoned and fees of two months are owing, the centre shall send a notice of removal to the owner by either;
 - Posting a recorded letter to the last known address of the person owning the boat.
 - Attaching a notice to the boat in a weather tight envelope.
 - By posting a notice on the centre's notice board.

The notice of removal will;

- identify the boat in question
- if appropriate terminate the agreement with the owner 28 days after the service of the notice.
- Specify the amount of money which is payable by the owner in respect of the boat and which became due before the giving of the notice.
- State that the centre reserves the right to remove or sell boat after this notice has been served.

Torts (Interference with Goods) Act 1977 – Section 12.

5.3 The Mount Batten Centre shall be entitled upon giving two month's notice in writing to the member or former member, at his last known address shown in the register of members, to sell the boat and to deduct any monies due to the Centre (whether by way of arrears of subscription or facility fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.

Insurance and Liability

5.4 We accept no liability for loss or damage to your property whilst on our premises. We would suggest that you take out your own insurance.

Changes to the Terms and Conditions

The Mount Batten Centre reserves the right to amend these conditions and prices at any time without prior notice. A copy of the updated T&C's are on our Web site. www.mount-batten-centre.com

These conditions are correct as of Nov 2011