



TERMS & CONDITIONS BWML CARAVAN PARKS (“General Conditions”)

1. Definitions

In these General Conditions:

"BWML" refers to British Waterways Marinas Limited, its employees and agents to whom these General Conditions apply.

"the Site" means the Marina Caravan Park including,, but not limited to, walkways, grassed areas, car park, office, showers and all other facilities provided by BWML for pitching and storage of caravans.

"the Office" means the site office at the Marina Caravan Park.

"Owner" means the owner of the caravan, RV or motor-home using the facilities of the Site. Where the Owner is more than one person, all obligations of the Owner under these General Conditions shall be joint and several.

"Caravan" means the Caravan, RV or Motor-home belonging to the Owner using the facilities of the Site and named in the Standard Booking Schedule signed by the Owner and incorporated into these General Conditions by reference.

"Site Fee" means the payment payable by the Owner to BWML in accordance with Clause 5.

"Term" means the length of time the parties agree that the Caravan may remain on the Site pursuant to the terms and conditions of this Agreement.

2. Liability and Insurance Obligations

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

2.2 Notwithstanding clause 2.1 above, BWML shall not be liable for:-

- a) Losses that were not foreseeable to both parties when the Contract was formed
- b) Losses that were not caused by any breach on the part of BWML, and
- c) Business losses and/or losses to non-consumers.

2.3 The Owner shall maintain third party insurance in respect of himself and his Caravan, vehicles, agents, visitors and contractors in a sum of not less the £2,000,000 (two million pounds) in respect of each accident or incident. Such insurance shall be effected and maintained by a reputable insurance company. The Owner shall produce the above policy or policies and evidence of payment of the premiums to BWML on demand. The Owner agrees not to do anything which could lead to the above policy or policies being revoked, vitiated or not renewed in the ordinary course.

2.4 In addition to clause 2.3 of the General Conditions, the insurance policy must be issued by an insurer authorised under the Financial Services Authority (FSA) 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.

3 Commercial Use, Sale and Notification

- 3.1 Except with the previous written consent of BWML, the Owner shall not use any part of the Site or Caravan for any commercial purposes including, but without limitation hire of the Caravan or advertising of any kind. Please note that if BWML 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 Caravan by a friend of the Owner on payment to the Owner of a contribution towards the actual running costs of the Caravan shall not be deemed to be a commercial purpose.
- 3.2 Upon request, the Owner shall supply to BWML, full details in writing of all such use of the Caravan by friends in accordance with Clause 3.1 above.
- 3.3 The Owner shall not offer any Caravan for private sale whilst it is at the Site.

4 Work to Caravan

- 4.1 Save for minor running repairs or minor maintenance works of a routine nature, the Owner shall not carry out any work to the Caravan on the Site, without the prior written consent of BWML.
- 4.2 In carrying out any of the work permitted under Clause 4.1 the Owner and/or his representative shall not cause any nuisance to BWML and/or to any other users of the Site and/or to any person residing in the vicinity of the Site.
- 4.3 The owner must keep his Caravan in good condition and well maintained at all times. If, in the sole opinion of BWML, it has deteriorated so as to be unfit to remain on the Site, then BWML reserve the right to terminate the Agreement in accordance with Clause 6.

5 Fees

- 5.1 All Site Fees are payable on arrival and are inclusive of VAT at 20%. BWML will, at its sole discretion, decide whether to refund any Site Fees paid upon the Owner terminating this Agreement prior to the Term. Site Fees will be adjusted to reflect any VAT changes.
- 5.2 Upon the payment, in advance, of a portion of the Site Fee, BWML agrees to reserve a designated part of the Site ("Pitch") for the Caravan. The deposit is non-refundable.
- 5.3 If the Owner wants a Caravan to occupy more than one Pitch, the Owner will be charged accordingly for the number of Pitches occupied.
- 5.4 All Site Fees are inclusive of potable water, car parking and access to all the Site facilities.
- 5.5 Electricity, where available, is provided subject to the following terms and conditions:
 - 5.5.1 BWML does not warrant that the supply of electricity will be a continuous supply as power cuts and breakdowns are not within its control;
 - 5.5.2 the Owner must ensure that the usage of the electricity is undertaken in a safe manner;
 - 5.5.3 a separate charge may be levied by BWML for the use of the electricity over and above the Site Fee;
- 5.6 A security deposit will be payable by the Owner in exchange for keys to any Site facilities.
- 5.7 The security deposit will be refunded upon the return of the key(s) at the termination of the Agreement.
- 5.8 BWML accept payment by all major debit/credit cards (excluding American Express) or cash.

- 5.9 At the end of the Term of this Agreement the Owner must return the Pitch to BWML in the same condition in which he found it at the commencement of this Agreement.
- 5.10 BWML may set off against any sums due to the Owner under this Agreement any lawful setoff or counterclaim to which BWML may at any time be entitled.
- 5.11 BWML reserves the right to exercise a general lien upon any Caravan and/or other property belonging to the Owner whilst in or at the Site until such time as any money due to BWML in respect of the Caravan and/or other property, whether on account of rental, storage, commission, access or pitch charges, work done or otherwise is 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 BWML, the Caravan will be sold on brokerage and the proceeds of the sale used to satisfy the monies owed by the Owner to BWML.
- 5.12 Full details of all BWML charges in respect of this clause 5 may be found at the Office reception and are incorporated into these General Conditions by reference. BWML reserves the right to alter these charges from time to time.
- 5.13 Payments made under these General Conditions shall be made without deductions. The Owner shall punctually pay to BWML all sums owing to BWML under these General Conditions either at the time of booking or upon arrival.
- 5.14 Save as provided for under these General Conditions, BWML will not refund any portion of the Site Fee.
- 5.15 For the avoidance of doubt, in circumstances where a Pitch is used by the Owner prior to the signing of these General Conditions, the Owner nevertheless agrees to be bound by the terms of these General Conditions.

6 Termination

- 6.1 Either the Owner or BWML may terminate this agreement by giving the other 7 days notice in writing.
- 6.2 Without prejudice to any other rights BWML may have in respect of any breaches of these General Conditions by the Owner, BWML may terminate this agreement forthwith in the following circumstances:
- 6.2.1 if the Owner commits a breach of any term of these General Conditions which is capable of remedy but which is not cured within the time stipulated by BWML in a written notice to the Owner specifying the breach and requiring its remedy; or
- 6.2.2 if the Owner commits a breach of any term of these General Conditions which is not capable of remedy.
- 6.3 Upon termination by BWML pursuant to clause 6.1 above, BWML shall refund to the Owner the unexpired portion of the Site Fees subject to a right of set-off in respect of monies owed by the Owner to BWML.
- 6.4 Upon expiry of the 7 days referred to in Clause 6.1 or upon BWML terminating this agreement pursuant to Clause 6.2, the Owner shall remove his Caravan from the Site within 1 day.
- 6.5 If the Owner fails to remove his Caravan within this period, BWML shall be entitled:
- 6.5.1 to charge the Owner the amount which would have been payable by the Owner to BWML if the agreement had not been terminated for the period between termination of the agreement and removal of the Caravan from the Site; and/or
- 6.5.2 to remove the Caravan from the Site and secure it elsewhere and then charge the Owner with all costs arising out of such removal, including alternative Site Fees.

7 Rights of BWML to Move Caravans

- 7.1 BWML reserves the right to move, enter or carry out emergency work on any Caravan if, in BWML's opinion, it is necessary to do so for the purposes of trying to:-
- 7.1.1 avoid damage to the Caravan or to any other caravan in the Site; and/or
 - 7.1.2 ensure the safety of other users of the Site; and/or
 - 7.1.3 ensure the safety of BWML's staff, premises, plant or equipment.
- 7.2 BWML also reserves the right to move the Caravan, and/or to move any equipment and/or goods belonging to the Owner, if, in BWML's opinion, it is necessary for the good management, safety or security of the Site.

8 BWML's Right of Sale

- 8.1 Any Caravan or other property left at the Site is subject to the provisions of the Torts (Interference with Goods) Act 1977 ('the Act'), which confers on BWML as bailee a right of sale exercisable in certain circumstances.
- 8.2 In circumstances where the Act does not apply or where BWML cannot be regarded as a bailee of the Caravan, section 12 and Schedule 1 of the Act are expressly incorporated into these General Conditions except that where the term 'bailee' appears in the relevant provisions of the Act it is to be replaced with 'BWML' and where the term 'bailor' appears it is to be replaced with 'Owner' and where the term 'bailment' appears it is to be replaced with 'General Conditions'.
- 8.3 BWML will not exercise this right of sale set out in this clause 8 until it has given notice to the Owner or has taken reasonable steps to trace him in accordance with the Act.

9 Non-Assignability

- 9.1 This agreement is personal to the Owner and his Caravan. The Owner must not assign any of his rights or obligations under this agreement to any third party without the prior written consent of BWML, such consent not to be unreasonably withheld.

10 Non-Exclusivity of a Pitch

- 10.1 Nothing in these General Conditions shall entitle the Owner to the exclusive use of a particular Pitch. Caravans shall be pitched by the Owner in such a manner and position as BWML shall direct.
- 10.2 Once BWML has allocated a Pitch to the Owner, the Owner shall not utilise a different Pitch unless such a change of location is approved by BWML or is necessitated by emergency circumstances.
- 10.3 No warranty or representation is expressed or implied by BWML of the suitability of the Pitch for the Caravan or of any Pitch structure, gear or other facility provided under the terms of this Agreement by BWML.

11 Prohibition of Nuisances

- 11.1 No noisy or objectionable engines, radios or other apparatus or machinery shall be operated at the Site so as to cause a nuisance or annoyance to BWML or to any other users of the Site or to any person residing in the vicinity.
- 11.2 The Owner shall use his best endeavours to ensure that himself, his family and visitors do not cause a nuisance.
- 11.3 No anti-social behaviour or abuse, verbal or physical shall be tolerated towards customers or staff at the Site. Immediate termination of contract will occur and criminal prosecution may be considered.

12 Disposal of Refuse

12.1 No refuse shall be left outside Caravans or disposed of in any way other than in the receptacles provided by BWML or by removal from the Site by the Owner.

13 Storage

13.1 No fittings, equipment, supplies, stores or any other property belonging to the Caravan shall be stored or left outside the Caravan in particular:-

13.1.1 All cycles must be stored on the Caravan or in areas provided by the site.

13.1.2 No washing to be displayed.

13.1.3 TV aerials to be inconspicuous.

13.2 BWML will consider a request from the Owner for the storage of the Caravan subject both to the availability of storage space for the Caravan and upon the acceptance by the Owner of the relevant BWML storage terms and conditions.

14 Health and Safety and Fire Precautions

14.1 The Owner shall abide by all relevant health and safety regulations, codes of practice and any health and safety guidance issued by BWML whilst using the Site.

14.2 The Owner shall take all necessary precautions against the outbreak of fire in or upon his Caravan and the Owner shall observe the statutory and local regulations relating to fire prevention exhibited in the Office.

14.3 The Owner shall provide and maintain in good working order at least one fire extinguisher of a Government approved or BSI standard type and size, in or on the Caravan and readily available for immediate use in case of fire.

14.4 The Owner shall provide to BWML, upon request, a valid electrician's certificate confirming the installation, to BSI standard, of the electrical system of the Caravan.

14.5 The lighting of open fire is strictly prohibited. Barbecues or portable gas cookers may be used when placed on a suitable stand.

14.6 The Owner should let BWML know of any defects in relation to their Pitch and of any accidents or other incidents involving injury or damage to property at the Site.

15 Additional Regulations

15.1 BWML reserves the right to amend these General Conditions and/or to introduce other rules and regulations, including but not limited to specific site rules, which are necessary for the efficient and effective running of the Site. Such amendments and rules and regulations shall become effective on being displayed on BWML's public notice board in the Office reception or in any other prominent place at BWML's site.

15.2 Any such rules and regulations introduced pursuant to this Clause 15 shall be deemed to form part of these General Conditions and BWML shall have the same rights against the Owner for a breach of these rules and regulations as for a breach of these General Conditions.

15.3 The Owner undertakes to abide by any reasonable instructions issued by BWML during the currency of these General Conditions.

16 Occupation of Caravans

16.1 The Owner shall not himself nor shall he encourage or permit any other person to live in the Caravan for any period greater than 6 months in any 12 month period.

16.2 The Owner shall not use the Site as an accommodation address.

17 Temporary Failure of Services and Facilities

17.1 Without prejudice to the generality of clause 2, BWML will not be liable to the Owner in the event of a temporary failure of the facilities and/or services at the Site due to a reason not within BWML's control, but will use its reasonable endeavours to ensure that the affected services and/or facilities are repaired as soon as is operationally possible.

18 General

18.1 In these General Conditions, unless the context otherwise requires, words importing any gender include every gender and words importing the singular number include the plural and vice versa.

18.2 The headings in these General Conditions are for convenience only and shall not affect its interpretation.

18.3 Unless otherwise agreed in writing, BWML'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 waiver of any other rights or remedies under these General Conditions.

18.4 BWML 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.

18.5 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.

18.6 These General Conditions, the Schedule and any site specific rules and regulations introduced by BWML in accordance with clause 15 above constitute the entire agreement and understanding between BWML 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.

18.7 No person other than a contracting party may enforce any provision of these General Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.

18.8 Any notice given or invoice to be delivered in accordance with these General Conditions shall be delivered by hand or sent by first class post. Any notice or invoice delivered by first class post shall be deemed to have been received 48 hours after it has been posted.

18.9 These General Conditions shall be governed and construed in accordance with the law of England.

Schedule 1: Site Specific Rules

Arrival / Departure

The Owner must register at the Site Office upon arrival at the Site. If arrival is out of hours then registration must occur at the earliest opportunity the following day.

Departure time is 12.00 noon the following day.

Cars

All vehicles must have valid tax discs, be insured and road worthy.

Car parking spacing are subject to availability and limited to 1 per Caravan.

Maximum car speed permitted on Site is 5 mph.

Subject always to the availability of parking spaces, the Owner, contractors and visitors are required to park their motor vehicles in such a position and such a manner as directed by BWML.

Children and Animals

The Owner must not keep animals, other than domestic pets, at a Pitch.

Allowed animals must remain under the proper control of the Owner whilst at the Site and not cause a nuisance to any other person within the Site.

The Owner is responsible for clearing up and disposing any mess caused by pets in accordance with any instructions of BWML.

Children under the age of 12 must be under the supervision of their parents or guardians AT ALL TIMES but especially near the mooring basin and the toilet block.