



GET ON THE LAKE

WITH DERWENT WATER MARINA

MARINA USERS CONDITIONS

1. These conditions apply to all berth holders and site users at Derwent Water Marina. Throughout these conditions the term berth holder refers to any client with a vessel/boat that is or will be moored on the water for the summer season. Clients that meet this condition are still classed as berth holders for the winter months when the vessel/boat is stored out of the water. The term site user refers to any client with a boat/vessel/canoe/kayak/paddle board stored on shore at the Marina. Both berth holders and site users may also be referred to as a 'customer' or 'client' of Derwent Water Marina Ltd.
2. All craft and equipment are stored, launched or moored at the owner's risk and must be insured against theft and third party risks. We shall take reasonable and 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 customer's own risk and customers should ensure that their own personal and property insurance covers such risks.
3. Derwent Water Marina will not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as severe weather conditions, the actions of third parties not employed by us or any defect in a customer's or third party's property); this extends to loss or damage to vessels, gear, equipment or other property left with us for work or storage, and harm to persons entering our premises or using any of our facilities or equipment.
4. We 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.
5. Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels and while their vessels 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 not less than £2,000,000. Customers shall be obliged to produce evidence of such insurance within 7 days of a request to do so.
6. Use of Derwent Water Marina Site for commercial purposes is not allowed except by separate agreement.
7. Site users may access the site between 8am and 9pm or dusk if before 9pm. If you are going to be on-site out of these hours, you must inform us and get permission in advance.
8. Berths are let under license for seven months each year. Berth fees are non-refundable.
9. Berths may not be transferred without the prior consent of Derwent Water Marina Ltd.
10. Berth holders must ensure boats under their ownership are moored in the recommended manner with warps of the proper size and length considering possible/predicted lake level rise and fall. All moorings will be inspected at regular intervals and warps lengthened or shortened depending on lake level and conditions. This does not imply any warranty.
11. Berth Holders are entitled to one tender/dinghy space or two canoe/kayak spaces at 25% of the full site-use charges.
12. Berth holder fees include one launch and one recovery each year. This is assuming the boat has its own trailer which is in a road worthy condition and adequately/safely supports the desired boat.
13. Berth users must be present at the launch and recovery of their boat, or a minimum charge of £50 will be applied. Unless pre-arranged with the marina office all boats are expected to be pulled out of the water by the first weekend in November of any given year. If this is not adhered to Derwent Water Marina Ltd reserve the right to recover your boat for you without you present. This will incur a minimum £50 charge.

14. Berth Holders and Site Users may use the end slipway for launching and recovery. The jetties surrounding this slipway may be used to launch and retrieve craft however no craft is to be left on the jetty unattended.
15. If access is required to any boat during winter storage the office must be informed by October 31st. If assistance is needed to move a boat, then such assistance is chargeable.
16. Boats stored over winter must be properly secured to their trailer or cradle, in line with our guidance notes. The storage will be supervised, and any unsafe boats will be secured at the owner's expense. This does not imply any guarantee of the boat's security. Information and guidance for storing boats can be acquired from the office.
17. Any site or berth users' equipment that hinders or affects the safe and effective work of the marina, customers or staff will be removed/moved. Derwent Water Marina Ltd is not responsible for any damage incurred.
18. All site and berth users must display their unique DWM customer number sticker on all craft belonging to them. Berth holders this includes your trailer. Car windscreen cards must also be displayed whilst cars are on site.
19. All boats sold on site are subject to a brokerage commission, details of which are available in the office or on our website www.derwentwatermarina.co.uk. All boats are applicable for a brokerage commission fee of 8% + VAT.
20. All site and berth users must declare all their craft on site and store in the allotted spaces.
21. Boats/dinghies/kayaks ashore all year round must be adequately tied down to the trailers/ground chain/rack if applicable.
22. The owner of any boat left on site after the commencement of either the summer season or winter storage season are deemed to have entered a contract with the Marina for that season. Unless prior arrangements have been made with Derwent Water Marina Ltd before the end of the previous season fees are due/applicable. Any fees paid are non-refundable.
23. All contractors working at Derwent Water Marina must be approved by Derwent Water Marina Ltd.
24. All site and berth users' cars must be parked in the designated car park, except when unloading. Cars must display allocated parking windscreen cards while on site.
25. Dogs must be kept on a lead and their owners must clean up any fouling.
26. All site and berth users should take care that neither they, their guests, children nor pets cause a nuisance or spoil the quiet enjoyment of the lake or Marina by others.
27. Any guests of site or berth users will be expected to pay normal launching and/or storage fees if using their own boats.
28. By using the public Wi-Fi network provided by Derwent Water Marina Ltd you are agreeing that you will not use this network for any unlawful or illegal activities/purposes.
29. If fees of any kind by any berth or site user are not paid for a period of more than 3 calendar months, then the vessel/boat may be held against payment and may be sold to recover fees outstanding. The remaining balance if any will be paid to the original owner.
30. Derwent Water Marina Ltd reserves the right to request a boat be removed from the Marina for infringement of any of the above conditions.

Payments & Dates

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| Summer Season: | 1 st April – 31 st October |
| Winter Storage Season: | 1 st November – 31 st March |
| Summer Season Fees Deadline*: | 31 st March |
| Winter Storage Fees Deadline: | 31 st October |

*A non-refundable deposit of £200 is to be paid by the 30th November to reserve your berth for the following summer season.