



Bewl Water

Rules and regulations for the use of Bewl Water 2016

www.bewlwater.co.uk

Contents:

ANNUAL MEMBERSHIP INFORMATION (consisting of:)

Rules and Regs Handbook

FAQs

Membership Terms and Conditions, including Water and Activity Operational Safety Rules

Membership Form

Boat Storage Terms and Conditions

Boat Storage Application

Quick guide:

Check the weather

Sign on and off the water

Wear appropriate safety equipment and clothing

Take a mobile phone in a waterproof case with you

Make sure your boat is safe

Return 30 minutes before sunset

Clean and dry your kit and equipment

PEOPLE BEFORE BOATS – ALWAYS

ALWAYS FOLLOW SAFETY GUIDELINES

ALWAYS HELP FELLOW WATER USERS

Introduction

Welcome to BEWL, South East England's largest reservoir, spanning 770 acres of open water offering excellent facilities for a variety of water sports.

There are large areas of open water as well as inlets and sheltered areas providing a sense of adventure and tranquillity. The size and sometimes remoteness of the water means that everyone using it must do so with due care. The water is always much colder than you might expect and is subject to dramatic weather changes which can catch you off guard. Whenever using the water let people know where you are going, when you expect to be back and make sure you are always using it within the water rules and your personal limitations.

Key points

The owner or operator of each craft must ensure:

- All people always sign on and off of the water at The Boat House Reception.
- The craft is suitable for the type of water, weather conditions and ability of users.
- The craft is properly equipped with appropriate safety equipment.
- Everyone on board is wearing appropriate clothing and buoyancy aids for the weather conditions and activity.
- Third party insurance is held according to the membership terms and conditions.
- If you get into difficulties, stay with your boat and attract the attention of other water users. If necessary call the emergency services or BEWL on 01892 890000 or the BEWL emergency line on 01892 890486.

There is limited provision of a rescue service at BEWL, details of which can be found on the website. You must only use the water outside of safety cover provision if you hold an RYA level 2 qualification, appropriate BCU qualifications and have signed in with The Boat House Reception.

Anyone using the water independently must have appropriate qualifications. Training and courses can be provided at Bewl Events & Waterpark Ltd ("BEWL"), please view our website for details of available courses.

This handbook has been drawn up by BEWL to reduce conflict between users and ensure safety standards are met at all times.

As a daily or annual member you must ensure that you comply with the Membership Terms and Conditions in this handbook and the Water Activity Safety Rules.

If you are storing a boat at BEWL you must ensure that you comply with the Boat Storage Terms and Conditions.

If you notice on or off land anything that could affect the safety of members and day visitors you must report it immediately to BEWL staff.

FACILITIES AVAILABLE

1. Use of water and launching areas
2. Boat storage*
3. Showers, toilets, changing areas in the Boat House
4. The 'Race Box' (for race control safety). Use is free of charge for members, booking required
5. Courses and training*
6. Meeting rooms*

*Fees and terms may apply.

FAQS

How can I contact BEWL?

Call: 01892 890000

Emergency: 999 / 01892 890486

Email: info@bowlwater.co.uk

Visit: The Boat House Reception

Bowlwater.co.uk

markerstudyleisure.com

Do I have to be an annual member?

No, daily membership is available from the Boat House Reception on up to 5 occasions per year.

What boats can I sail at BEWL?

All sailing dinghies under 700 kg with a 6.2 m max length for monohulls and 5.5 m max length for multihulls are accepted.

What are the membership categories and costs?

You can join as an annual or daily (up to 5 days) member. The costs are listed on the Membership Form, on the website and in the Boat House Reception. Fees can be paid by cheque, cash or credit or debit card.

I'm new to sailing, do I need any special kit?

Yes, you will need a buoyancy aid – no one can go afloat unless they are wearing one. You will also need a dry or wet suit if you sail between 1 November and 30 April. It is always colder on the water than ashore, and wet suits are often required during the summer, especially if it is windy. Wetsuit shoes or boots are recommended too. Make sure you have a good retainer for your sunglasses or you may lose them if you capsize!

I cannot sail yet, what training is available for me and my family?

Visit our website to find out about training courses and programmes with BEWL. There are specific courses for children and adults and these can lead to RYA certificates. Children can learn to sail from the age of 8 years.

Can anyone sail or must I take a course here first?

If you have proof of competency (RYA level 2 or the international equivalent qualification or can demonstrate practical competency to the satisfaction of BEWL) you can just join, come along and use the water, but if you are unsure you are advised to take a course first, view our website for more details.

I am not interested in racing, does this matter?

BEWL encourages people to sail whenever they can and enjoy the water at whatever pace they like.

How will I know what is going on at BEWL?

The website is updated regularly, you can also find information using social media, the Boat House Reception and notice boards around the Boat House Reception.

When can I sail?

At BEWL we sail throughout the year. If you are a Competent Helm you can sail at any time on any day from 9 am until half an hour before sunset provided that you sign on and off the water at the Boat House Reception.

What are the facilities opening hours?

The boat house is open 7 days a week from 8 am until sunset.

What are the facilities in the Boat House and when are they available?

There are changing rooms, lockers for valuables and showers available 7 days a week. The Boat House will be open for refreshments 7 days a week from 8 am.

What social activities are available?

These are advertised on the website and on noticeboards.

The following rules must be read in conjunction with the membership terms and conditions in full prior to any activity being carried out on the water.

As a user of BEWL you must comply with the following rules. These will be displayed on the website and are supplied to you as part of either your annual or daily membership application form. We may make reasonable changes to these from time to time.

BEWL will not be responsible for any loss, injuries or damage sustained by any person, their property or any third party as a consequence of his or her entering and/or remaining upon BEWL property and engaging in any form or water or land based activity.

Upon entering BEWL all persons must comply with any direction and guidance given by BEWL. Failure to comply may result in membership being revoked, access denied to BEWL and removal of all associated equipment.

PARKING, LAUNCHING AND CAMPING

1. Daily membership is available for private sailing boats, windsurfers and canoes and kayaks subject to proof of competency and qualifications alongside 3rd party public liability insurance being held.
2. Motor vehicles may be parked only in designated car parks and areas.
3. Boats must be as ready to sail as soon as possible before launch so that no congestion of launching areas occurs.
4. Launching must be carried out in a safe and controlled manner in designated areas only, if no personnel are available for assistance, please speak to The Boat House Reception.
5. Vehicles must adhere to on site speed limits and rights of way.
6. All signs and guidelines relating to vehicles and launching must be followed.
7. Camping on BEWL premises is strictly by written permission from BEWL. No overnight sleeping in cars is permitted.
8. Access to all jetties, pontoons, slipways and water front areas must remain clear at all times with no equipment or trailers causing an obstruction to visitors, members or BEWL personnel.
9. BEWL reserves the right to remove any equipment or trailers that are in breach of the above rule.

MEMBERSHIP TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Conditions:

“Activities” means any activities available at the BEWL Site that are available for Members to use in accordance with the General Terms and Conditions of BEWL and the Rules and Regulations;

“BEWL” means Bewl Events & Waterpark Limited registered in England and Wales with company number 09794513;

“Condition” means any conditions contained within these Membership Terms and Conditions;

“Facilities” means any facilities available at the BEWL Site that are available for Members to use;

“General Terms and Conditions” means the general terms and conditions of BEWL (in place from time to time) that apply to the Member’s use of the Activities, in addition to these Membership Terms and Conditions;

“Member” means the person specified in the Membership Form as the ‘member’;

“Membership” means membership of BEWL, as detailed in the Membership Form;

“Membership Fee” means the fee(s) specified in the Membership Form;

“Membership Form” means the Member’s Membership application form incorporating these Membership Terms and Conditions;

“Renewal Notice” means the notice sent by BEWL to a Member to notify a Member that their Membership is due for renewal, prior to the end of a Term, inviting a Member to renew their Membership in accordance with the Membership Terms and Conditions applicable at the time of renewal;

“Rules and Regulations” means the rules and regulations for the BEWL Site, as set out in the BEWL Handbook, as in place and notified to the Customer by BEWL from time to time;-

“Site” means the BEWL site, as further detailed in the Membership Form, and all parts thereof;

“Term” means the period from 1 April in the year of joining to the 31 March the following year.

1.2. References to a law is reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force or made under it.

1.3. References to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4. Headings will not affect the construction of these Conditions.

2. APPLICATION AND VARIATION

2.1. The Membership shall be on these Conditions to the exclusion of all other terms and conditions.

- 2.2. BEWL reserves the right to vary and revoke these Conditions from time to time and the set of Conditions that are in place at the time the Member signs the Membership Form shall remain in place for the Term, subject to any changes in laws, regulations, rules, by-laws or other required changes from any regulatory or other authoritative body relating to these Conditions. In addition, BEWL may make, vary or revoke any Rules and Regulations which it may consider necessary or desirable for the regulation of Membership and any such changes will be notified to Members and, until revoked, are binding on Members.

3. ACCEPTANCE AND MEMBERSHIP

- 3.1. Subject to Condition 3.2, when an applicant has signed a Membership Form and BEWL has received the Membership Fee, he or she shall become a Member with BEWL.
- 3.2. Acceptance of an application for Membership is in the absolute discretion of BEWL, and BEWL reserves the right to prevent entry of any person whose membership has been cancelled or suspended under these Conditions.
- 3.3. Membership shall commence on the acceptance of the Membership Form by BEWL and shall continue for the Term and shall cease at the end of the first week of the Term, subject to these Conditions and unless varied or terminated in accordance with these Conditions.
- 3.4. BEWL shall send to a Member a Renewal Notice notifying a Member that their Membership is due for renewal two month prior to the end of a Term, inviting a Member to renew their Membership for a further Term. If a Membership is renewed, the Member shall be subject to the Conditions applicable at the time of renewal for the renewed period of Membership.
- 3.5. If a Membership lapses and is not renewed by a Member upon expiry, then a Member must complete a new Membership Form and will be subject to the Conditions in force at the time of making the new Membership Form and shall be classified as a new Member upon completion of the application process. BEWL reserves the right to refuse Membership to any individual, notwithstanding that an individual may have previously been a Member.
- 3.6. BEWL shall provide the Member with confirmation of their Membership once payment of the Membership Fee has been made to BEWL in accordance with these Conditions, confirming the Facilities and Activities which the Member is entitled to use.
- 3.7. You will be issued with a membership card on joining. Membership cards are not transferable. Members found to be giving their membership card to non-members to allow them use of the Facilities will have their Membership terminated. Membership cards must be available at all times for verification.
- 3.8. Members must affix to their vessels their annual permit and membership number. This must be fixed to the stern and be easily visible when the craft is in and out of the water. For kayaks, canoes and boards, these must be affixed visibly on the top.
- 3.9. Your membership cannot be transferred to another person.

4. WATER ACTIVITY OPERATIONAL SAFETY RULES AND PROHIBITIONS **SAFETY RULES:**

- 4.1 All users must ensure that they and their equipment are of the standard required to undertake the activity safely;
- 4.2 Inflatable craft and private power boats are not permitted;
- 4.3 It is the responsibility of users to take all possible steps to avoid a collision;

- 4.4 Stand up paddle boarders or windsurfers must wear a dry or a wet suit, and other users must wear wetsuits between October 31st and April 30th each year;
- 4.5 Persons under the age of 18 taking part in sailing (including board sailing), rowing and canoeing must be under the supervision of a competent adult.
- 4.6 Acknowledge the courteous actions of other users, and respect all other users of the park.
- 4.7 All water based activity must cease thirty minutes before sunset, or when instructed by BEWL staff.
- 4.8 All water users must report to the Boat House Reception before and after water activities.
- 4.9 Do not use the water if a No Sailing Flag (blue and white checked flag) is raised.
- 4.10 All persons are required to wear a buoyancy aid or life jacket whilst on any pontoon or craft. This is a mandatory requirement.
- 4.11 All proposed events and group activities involving two or more boats must receive the expressed permission of BEWL.
- 4.12 Members must check the weather forecast before undertaking activities and ensure that they and their crew are appropriately dressed; waterproofs or extra sweaters must be carried. BEWL is a large expanse of water that can be extremely cold and rough, forecasts must be checked and weather monitored.
- 4.13 Be ready to offer assistance to others or report their difficulties to the Fishing office or Boat House Reception.
- 4.14 Sail boats, kayaks, canoes and rowing boats must be launched in the designated areas only. No launching is permitted outside of The Boat House Reception opening hours unless written permission has been granted by BEWL.
- 4.15 Precautions and systems must be followed to assist the control of invasive species entering the water. Further information can be obtained from our website.
- 4.16 All safety boats must comply to the 6 knot speed limit unless in a potential or actual rescue, training scenario or with expressed permission of BEWL.
- 4.17 Water users must always carry a mobile phone in a waterproof case.
- 4.18 Do not obstruct launching areas with vehicles, trailers and equipment. The slipways and areas at the water edge are traffic free and pedestrianised, vehicles must only be parked in designated parking areas. Equipment must not be left on the waterfront.
- 4.19 Evidence of competency in the form of a recognised training certificate or qualification must be provided if canoeing, kayaking or paddle boarding outside of the designated recreation areas.
- 4.20 Due to risk of infection and conditions such as Weil's disease water users must cover all scratches, cuts and damaged skin. Wash after using the water, if you feel unwell contact your doctor immediately.
- 4.21 Please refer to local byelaws and rules of sailing shown on our website.

PROHIBITIONS

- 4.22 Landing away from the launch area, except at designated picnic areas or in an emergency.
- 4.23 Bathing, swimming or paddling anywhere in BEWL.
- 4.24 Fishing from the Launch area or from crafts other than those specifically hired for fishing.
- 4.25 Polluting the water.
- 4.26 Sailing in prohibited areas.
 - 4.26.1 Nature reserve.
 - 4.26.2 Within 50m of draw off and overflow towers.
 - 4.26.3 Within 100m of dam wall.
 - 4.26.4 Hook straight (West of a line drawn between where hook lane meets the water's edge. Except for fishing.
 - 4.26.5 Fish rearing unit including 50m perimeter.
 - 4.26.6 Concrete causeway embankment at Rosemary Lane.
- 4.27 Recreational diving unless with the express consent of BEWL.
- 4.28 Sailing within 50m of any dive vessel flying flag A (blue and white) indicating it has divers down.
- 4.29 No children or U16s are allowed unaccompanied on the jetties, pontoons or near the shore.

5. THE FACILITIES

- 5.1. You will only be permitted to use BEWL Facilities provided your Membership is current and paid in full.
- 5.2. Details of the Facilities' current opening hours are displayed at the Site. BEWL may sometimes need to change the opening hours. If this is required, wherever possible, notices will be displayed reasonably in advance.

6. USE OF EQUIPMENT AND FACILITIES

- 6.1. Members' use of any of BEWL equipment or Facilities is entirely at your own risk, except to the extent that there is any negligence or breach of any legal duty by BEWL personnel. Any defects or issues must immediately be raised to BEWL personnel.
- 6.2. You must not use any equipment or undertake any activity unless you are competent to do so safely and properly.
- 6.3. You must take care to safeguard your own health and safety and that of other people whilst using the equipment and facilities.
- 6.4. You will be responsible for any harm or injury that you cause to yourself or another person or to the facilities to the extent that it is caused through your unsafe or improper use of the equipment or facilities.

- 6.5. BEWL will not be responsible for any loss, harm or injury to you to the extent that this is caused by your unsafe or improper use of the equipment or facilities or your failing to advise personnel of a medical condition relevant to your use of these.
- 6.6. You shall be required to agree to the General Terms and Conditions relating to the use of Activities in addition to these Conditions relating to Membership and use of Facilities at the Site and BEWL's liability in connection with such use of Activities shall be governed in accordance with the General Terms and Conditions.

7. PAYMENT TERMS AND FEES

- 7.1. The Membership Form sets out details of the Membership and any Membership Fees payable on joining. Such Membership Fees shall be payable when an application for Membership is made, upon the renewal of Membership by a Member.
- 7.2. If the Member fails to make any payment due to BEWL under the Agreement by the due date for payment, then (without limiting any other rights or remedies of BEWL under these Conditions) the Member shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Member shall pay the interest together with the overdue amount.
- 7.3. You may be required to nominate a credit or debit card as an alternate method of payment which you agree we may use should the primary payment method fail for any reason. You will be notified should this occur.
- 7.4. The Membership Fee must have been received by BEWL in cleared funds and Member's Application accepted prior to the use of the Facilities and Activities to which the Membership Form, Renewal Notice, and/or each application confirmation relates (unless otherwise agreed by BEWL).
- 7.5. All Membership Fees are reviewed periodically. Any changes/increases will be communicated to you in writing with a minimum of 4-weeks' notice and shall be applicable in the event that the Member chooses to renew their Membership at the end of the Term.
- 7.6. All Membership fees are non-refundable and non-transferable.
- 7.7. BEWL may charge a reasonable fee of up to £30 for any of the following:
 - 7.7.1. replacing lost Membership cards;
 - 7.7.2. recovery of unpaid Fees; and
 - 7.7.3. obtaining confirmation of identity.

8. MEMBER OBLIGATIONS

- 8.1 The Member shall comply with all membership rules, terms and conditions issued by BEWL from time to time regarding the regulation of Membership, Activities and Facilities.
- 8.2 The Member shall ensure that all craft or owned equipment is insured against third party liability with an indemnity limit of £2 million or such other sum as BEWL may from time to time prescribe.

9. ACCESSIBILITY TO BEWL

- 9.1 On up to 5 occasions in any calendar year BEWL reserves the right to close the park such that members will not have access, a "BEWL Closure". No more than 3 such BEWL Closures shall occur in any calendar month. Statutory closures arising from environmental or health and safety matters, such as an outbreak of foot and mouth disease shall not be counted as a BEWL Closure for the purposes of these membership terms and conditions.
- 9.2 BEWL encourages all users to make the most of the facilities; Use of the water is not exclusive at any time to any association, club or group members unless permission has been granted specifically from BEWL.
- 9.3 Members are not permitted to provide craft or equipment for hire to any third party.

10. TERMINATION AND CANCELLATION

- 10.1. Membership shall terminate in accordance with Condition 3, unless Membership is renewed by a Member and such renewal is accepted by BEWL in accordance with these Conditions.
- 10.2. A Member may cancel his or her Membership at any time by written notice. Once a Member cancels his or her Membership, he or she forfeits all privileges and benefits of Membership immediately. A Member who has cancelled his or her Membership may apply to become a Member again, subject to acceptance of the application by BEWL in accordance with these Conditions.
- 10.3. The Membership Fee is non-refundable (unless otherwise determined by BEWL in its absolute discretion).
- 10.4. BEWL reserves the right to expel any Member, suspend Membership or refuse the Membership renewal of any Member if:
- 10.4.1. the Member, or their guests, commit a serious or repeated breach of these Conditions or the Rules and Regulations;
 - 10.4.2. the behaviour or conduct of the Member, or their guests, is reasonably deemed (by BEWL, in its absolute discretion) to be improper or likely to endanger the welfare, safety, harmony or good reputation of BEWL, or cause offence, distress or otherwise be offensive or harmful to any other Member or their guests, or BEWL staff or those on the Site;
 - 10.4.3. the Member fails to meet reasonable requests for evidence of their health and physical condition, such as providing a suitable doctor's letter;
 - 10.4.4. any part of the Member's Membership remains un-paid 14 days after its due date;
 - 10.4.5. the Member provides materially false or misleading details when applying for Membership, or at the time of renewal;
 - 10.4.6. the Member misuses their Membership card;
 - 10.4.7. the Member's conduct is or may, in BEWL's reasonable opinion, be injurious to the character of BEWL and/or the Markerstudy Group of Companies; or
 - 10.4.8. expulsion is otherwise in the interests of other BEWL Members.

10.4.9. Any Member so expelled shall forfeit all privileges to BEWL Membership and shall not be entitled to any repayment of his or her Membership Fee.

10.5. BEWL reserves the right to cancel or re-schedule Activities. BEWL shall use reasonable endeavours to notify the Member in advance of such cancellation or re-scheduling.

10.6. BEWL reserves the right to vary the location of any Activities. BEWL shall use reasonable endeavours to notify the Member of such relocation.

10.7. In the event that a Member is unable to attend rescheduled or relocated Activities, the Member will be offered the opportunity to attend another Activity subject to there being sufficient capacity.

11. LIABILITY

11.1. It is the Member's responsibility to ensure that he or she is capable of undertaking the Activities and using the Facilities. Members accept the risk of injury from undertaking Activities and using the Facilities and are advised to consult their GP prior to commencement. Members must notify BEWL of any historical or new conditions which affect their health or which may be exacerbated by their use of the Activities or Facilities. BEWL shall not be liable for any injury suffered by a Member whilst using the Facilities or Activities, subject to Condition 11.7.

11.2. BEWL accepts no liability for loss or damage to property of Members or guests nor for injury to Members or guests at the Site or surrounding areas including (but not limited to) car parks except in so far as such loss, damage or injury is by law incapable of exclusion.

11.3. The Member shall fully and promptly indemnify BEWL in respect of any:

11.3.1. damage caused to any land, building or chattel in the ownership, occupation or possession of BEWL by the Member or any guest of the Member (whether such damage be caused by negligence or in any other way whatsoever); or

11.3.2. personal injury caused by the Member to any other Member, employee, agent, contractor or representative of BEWL (whether such injury be caused by negligence or in any other way whatsoever).

11.4. The Member's access to and use of the Site and participation shall be subject to the Rules and Regulations, rules, guidelines, bye-laws of the Site owner as may apply and / or be notified to the Members from time to time, including all health and safety requirements and fire safety procedures.

11.5. BEWL provides a limited number of lockers for the storage of personal items and uses all reasonable efforts to provide a secure environment. Nevertheless we cannot eliminate entirely the risk of theft, damage or loss of members' personal possessions and we advise you not to bring valuable items such as jewellery or large amounts of cash to BEWL. BEWL will not be responsible or liable to you for:

11.5.1. any loss or damage to any of your possessions;

11.5.2. the items that you place in any of the lockers;

11.5.3. the criminal acts of any person on the premises such as theft from lockers or vehicles or their contents;

11.5.4. loss or damage caused through misuse under any circumstances of stolen keys, wallets, purses, credit cards, debit cards or cheque books;

11.5.5. loss or damage caused through a third party providing independent services or facilities to members or guests on BEWL premises; or

11.5.6. events which BEWL could not have foreseen or forestalled even if it had taken all reasonable care.

11.6. Nothing in these Conditions excludes or limits the liability of BEWL for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

11.7. Subject to Condition 9.7, BEWL's total liability to the Member, its guests or other third parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Conditions shall be limited to the total Membership Fee paid under these Conditions.

11.8. Subject to Condition 9.7, BEWL shall not be liable to the Member, its guests or other third parties, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Conditions for:

11.8.1. loss of profits;

11.8.2. loss of sales or business;

11.8.3. loss of agreements or contracts or opportunities;

11.8.4. loss of anticipated savings;

11.8.5. loss of use or corruption of software, data or information;

11.8.6. loss of damage to goodwill; and

11.8.7. any indirect or consequential loss.

11.9. Neither party shall be responsible for their failure to perform their obligations under these Conditions if circumstances beyond their reasonable control (including but not limited to, acts of God, governmental authority, declared war in the country in which the Site is located, or terrorist attacks in the city in which the Site is located, adverse weather conditions, earthquake, flood, storm, national emergency, invasion, insurrection, riots, industrial disputes, boycott, interruption of services rendered by any public utility or interference from any Government agency or official, or any other circumstances outside the control of that party) make it illegal or impossible for the Member to use the Site, Facilities and/or Activities. The affected party may terminate the contract made for Membership under these Conditions without liability upon providing written notice to the other party within ten (10) days of any such occurrence.

12. ACCIDENTS AND INJURIES

You must report any accident or injury you may have on site as soon as possible and in any event within 48 hours.

13. COMMUNICATIONS

13.1. All communications to BEWL shall be to the address or email address specified on the Membership Form.

13.2. Members are required to give written notice to BEWL of any changes of address to that given on the Membership Form. Save as provided by Condition 11.3, all communications shall be assumed to have been received by the Member within 5 days of mailing to the address specified on the Membership Form or as subsequently notified to BEWL.

- 13.3. BEWL may, if a Member so wishes, communicate with the Member by email. By providing an email address to BEWL the Member consents to receiving email communications from BEWL, including notices pursuant to these Conditions. Email communications shall be assumed to have been received within 24 hours of BEWL's sending. The Member accepts the risk that email may not be a secure and confidential means of communication. BEWL shall not be liable for any loss or damage suffered as a result of communicating with a Member by email.

14. GENERAL

- 14.1. BEWL may assign the Membership or any part of it to a third party at any time without notice to the Member. The Member shall not, without the prior written consent of BEWL, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Conditions.
- 14.2. If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Conditions and the remainder of such provision shall continue in full force and effect.
- 14.3. Failure or delay by BEWL in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under these Conditions.
- 14.4. Any waiver by BEWL of any breach of, or any default under, any provision of these Conditions by the Member will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Conditions.
- 14.5. BEWL shall comply with all obligations under the Data Protection Act 1998 and any subsequent statute, orders or regulations insofar as the Membership gives rise to obligations thereunder. BEWL shall collect, store and use Members' (and their guests) personal data in accordance with BEWL's applicable **Privacy Policy**.
- 14.6. A person who is not a party to the Membership Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Membership Conditions.
- 14.7. In the interests of security and the health and safety of members and personnel CCTV cameras may be operated at various points. Access to recorded images will be restricted to authorised members of personnel only.

15. GOVERNING LAW AND JURISDICTION

- 15.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Boat Storage Terms and Conditions

1 INTERPRETATION

1.1 Definitions:

| | |
|----------------------------|---|
| "BEWL" | Bewl Events & Waterpark Limited registered in England and Wales with company number 09794513. |
| "Boat" | means the Customer's boat, or the boat in the control and responsibility of the Customer, and which the Customer wishes to store at the Site, as identified in the Membership Form. |
| "Boat Storage Services" | the boat storage services, supplied by BEWL to the Customer as set out in the Membership Form. |
| "Business Day" | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |
| "Charges" | the charges payable by the Customer to BEWL for the supply of the Boat Storage Services in accordance with clause 7 and as identified in the Membership Form. |
| "Commencement Date" | has the meaning set out in clause 2.2. |
| "Conditions" | these terms and conditions as amended from time to time in accordance with clause 12.4. |
| "Contract" | the contract between BEWL and the Customer for the supply of Boat Storage Services in accordance with these Conditions. |
| "Customer" | the person or firm who purchases Boat Storage Services from BEWL as identified in the Membership Form. |
| "Customer Default " | has the meaning set out in clause 6.2. |
| "Dawn" | means sunrise on any particular day. |
| "Daylight Savings Time" | means the months when the clocks are moved forward by one hour. |
| "Designated Storage Space" | the storage space allocated to the Customer at the Site in accordance with clause 3.2. |
| "Dusk" | means sunset on any particular day. |

| | |
|-----------------------------------|--|
| “Maintenance Fee” | a fee of £60.00 payable in connection with repairs to damage, in the circumstances set out at clause 11.2. |
| “Membership” | any membership that the Customer has in place with BEWL, separate to these Conditions and granted in accordance with the Membership Terms and Conditions. |
| "Membership Form" | the Customer’s order for Boat Storage Services as set out in BEWL’s membership form, the Customer’s written acceptance of a quotation by BEWL for the provision of Boat Storage Services, or overleaf, as the case may be. |
| “Membership Terms and Conditions” | the terms and conditions governing the Customer’s membership with BEWL, separate to these Conditions relating to the provision of Boat Storage Services. |
| “Site” | means the BEWL site, as further detailed in the Membership Form. |
| “Summer” | means the months when Daylight Savings Time is used. |
| “Term” | the term of the Contract which shall be for a period of 12 months from the Commencement Date, unless terminated earlier in accordance with these Conditions. |
| “Winter” | means the months when Daylight Savings Time is not used. |

1.2 Interpretation:

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2 Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.3 A reference to **writing** or **written** includes fax and email.

2 BASIS OF CONTRACT

- 2.1 The Membership Form constitutes an offer by the Customer to purchase Boat Storage Services in accordance with these Conditions.

- 2.2 The Membership Form shall only be deemed to be accepted when:
- 2.2.1 the Customer has in place the appropriate registration and membership, in accordance with the Membership Terms and Conditions; and
 - 2.2.2 BEWL issues written acceptance of the Membership Form at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3 **SUPPLY OF BOAT STORAGE SERVICES**

- 3.1 BEWL shall supply the Boat Storage Services to the Customer in accordance with the Membership Form in all material respects.
- 3.2 BEWL shall allow the Customer to store the Boat in the Designated Storage Space as specified in the Membership Form.
- 3.3 BEWL shall have the right to make any changes to the Boat Storage Services (including but not limited to the location of the Designated Storage Space) which are necessary to comply with any applicable law, regulation, rule, bye-law or safety requirement, or which do not materially affect the nature or quality of the Boat Storage Services, and BEWL shall notify the Customer in any such event.
- 3.4 BEWL shall provide the Boat Storage Services using reasonable care and skill.
- 3.5 BEWL shall have the right during the Term of the Contract to move any boat and/or piece of equipment, trolley or trailer left in the Designated Storage Space and move them to any other part of the Site where it is necessary:
- 3.5.1 to ensure the safety of the Boat, any other boat on the Site or the users of the Site;
 - 3.5.2 for the proper secure and efficient running of the Site by BEWL;
 - 3.5.3 due to expiration of the Membership of the Customer; or
 - 3.5.4 due to the Customer failing to pay any Charges due under this, or any other, contract between the parties.

4 BOAT CONDITION AND RISK

- 4.1 The Boat must be kept in good operational condition. The handbrake, towing gear, jockey wheel jack and corner steadies must be left clean, maintained and always kept in good working order.
- 4.2 A valid storage number for the Designated Storage Space for the Boat will be provided by BEWL and attached to the towing A frame of the Boat and must be continuously displayed during storage at the Site.
- 4.3 Subject to clause 9, during the Term the Boat is left at the Customer's own risk and BEWL accept no liability for any loss, damage or theft of property left on Site.

5 SITE ACCESS

- 5.1 Subject to payment of the relevant Charges and the other provisions of these Conditions (including, but not limited to the Customer's compliance with its obligations under these Conditions), BEWL shall provide the Customer with access to the Site and their Designated Storage Space at the following times for the Term of the Contract:
 - 5.1.1 during the Summer, from Dawn until Dusk; and
 - 5.1.2 during the Winter, from 08:00 to 16:00.

6 CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall:
 - 6.1.1 ensure that the terms of the Membership Form are complete and accurate;
 - 6.1.2 co-operate with BEWL in all matters relating to the Boat Storage Services;
 - 6.1.3 provide BEWL, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by BEWL;
 - 6.1.4 provide BEWL with such information and materials as BEWL may reasonably require in order to supply the Boat Storage Services, and ensure that such information is accurate in all material respects;
 - 6.1.5 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Boat Storage Services are to start, including any documentary support requested by BEWL in connection with ownership of the Boat and the right of the Customer to use the Boat Storage Services;

- 6.1.6 ensure that all payments for any Charges have been paid prior to the Commencement Date;
 - 6.1.7 store the Boat in the Designated Storage Space;
 - 6.1.8 not leave any plastic sheeting or tyres in the Designated Storage Spaces or anywhere else on the Site;
 - 6.1.9 ensure that the Designated Storage Spaces are kept in the same condition as at the date of this Contract; and
 - 6.1.10 ensure that the Boat is properly secured and tied down whenever it has been left on Site or in a Designated Storage Space.
- 6.2 If BEWL's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 6.2.1 BEWL shall without limiting its other rights or remedies have the right to suspend performance of the Boat Storage Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays BEWL's performance of any of its obligations;
 - 6.2.2 BEWL shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from BEWL's failure or delay to perform any of its obligations as set out in this clause 6.2; and
 - 6.2.3 the Customer shall reimburse BEWL on written demand for any costs or losses sustained or incurred by BEWL arising directly or indirectly from the Customer Default.

7 **CHARGES AND PAYMENT**

- 7.1 The Charges for the Boat Storage Services shall be paid annually in advance and shall be as set out in the Membership Form.
- 7.2 BEWL shall invoice the Customer prior to the Commencement Date for the Charges for that forthcoming annual period.
- 7.3 The Customer shall pay each invoice submitted by BEWL:
 - 7.3.1 immediately on receipt of the invoice; and
 - 7.3.2 in full and in cleared funds to a bank account nominated in writing by BEWL, and time for payment shall be of the essence of the Contract.

- 7.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by BEWL to the Customer, the Customer shall, on receipt of a valid VAT invoice from BEWL, pay to BEWL such additional amounts in respect of VAT as are chargeable on the supply of the Boat Storage Services at the same time as payment is due for the supply of the Boat Storage Services.
- 7.5 If the Customer fails to make any payment due to BEWL under the Contract by the due date for payment, then (without limiting any other rights or remedies of BEWL under these Conditions) the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 7.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). BEWL may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by BEWL to the Customer.

8 INSURANCE

- 8.1 The Customer must ensure that adequate insurance cover is obtained for any Boat that is stored by the Customer at the Site, for its full replacement value or such value as the Customer determines, and must remain insured for the period of time that the Boat remains on the Site.
- 8.2 The Customer must provide BEWL with proof of insurance, in the form of a copy of the insurance certificate, upon request by BEWL, together with any renewal certificate issued to the Customer in respect of such insurance.
- 8.3 Responsibility for re-insuring the Boat rests with the Customer and BEWL does not accept responsibility for any consequences if this is not done.

9 LIMITATION OF LIABILITY

- 9.1 Nothing in the Contract shall limit or exclude either party's liability for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 9.1.2 fraud or fraudulent misrepresentation; or

- 9.1.3 breach of the terms implied by section 2 of the Supply of Goods and Boat Storage Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 9.2 Subject to clause 9.1, BEWL shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 9.2.1 loss of profits;
- 9.2.2 loss of sales or business;
- 9.2.3 loss of agreements or contracts or opportunities;
- 9.2.4 loss of anticipated savings;
- 9.2.5 loss of use or corruption of software, data or information;
- 9.2.6 loss of damage to goodwill; and
- 9.2.7 any indirect or consequential loss.
- 9.3 Subject to clause 9.1, BEWL's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under the Contract.
- 9.4 The terms implied by sections 3 to 5 of the Supply of Goods and Boat Storage Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.5 This clause 9 shall survive termination of the Contract for any reason.

10 **TERMINATION**

- 10.1 The Term of this Contract shall automatically expire at the end of the 12 month Term. BEWL shall provide a written reminder to the Customer prior to the end of the 12 month Term. If the Customer wishes to enter into a new 12 month Term, then the Customer shall notify BEWL and pay all relevant Charges prior to the commencement of the new 12 month Term.
- 10.2 Without limiting its other rights or remedies, BEWL may terminate the Contract by giving to the Customer three (3) months' written notice. Where BEWL terminates the Contract under this clause 10.2, BEWL shall reimburse the Customer for any Charges pre-paid but not yet used following the end of the three (3) month notice period.

- 10.3 The Customer may terminate the Contract by giving to BEWL three (3) months' written notice. Where the Customer terminates the Contract under this clause 10.3, the Customer shall not be entitled to a refund of any Charges paid to BEWL for the Term notwithstanding termination under this clause 10.3.
- 10.4 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 10.4.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so; or
- 10.4.2 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.5 Without limiting its other rights or remedies, BEWL may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment.
- 10.6 Without limiting its other rights or remedies, BEWL may suspend provision of the Boat Storage Services under the Contract or any other contract between the Customer and BEWL if the Customer does not comply with any of its obligations under this Contract, including if the Customer fails to pay any amount due under this Contract on the due date for payment.

11 **CONSEQUENCES OF TERMINATION**

- 11.1 On expiry or termination of the Contract for any reason:
- 11.1.1 the Customer shall immediately pay to BEWL all of BEWL's outstanding unpaid invoices for Charges and interest and, in respect of Boat Storage Services supplied but for which no invoice has been submitted, BEWL shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 11.1.2 the Customer shall ensure that the Designated Storage Space is left in the same condition as at the Commencement Date and free from any debris and make good any damage prior to leaving the Designated Storage Space;

11.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

11.1.4 clauses which expressly or by implication survive termination shall continue in full force and effect.

11.2 In the event that the Customer fails to comply with clause 11.1.2, BEWL shall charge a Maintenance Fee for any works necessary to clean, tidy-up and remove debris from the Designated Storage Space. If the Customer causes damage to the Designated Storage Space, then the Customer shall make good any damage prior to leaving the Designated Storage Space (in accordance with clause 11.1.2) and reimburse BEWL in relation to any cost, expenses, losses or liabilities incurred as a result of the Customer's acts or omissions under this clause 11.2.

12 GENERAL

12.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Assignment and other dealings.

12.2.1 BEWL may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

12.2.2 The Customer shall not, without the prior written consent of BEWL, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

12.3 Entire agreement.

12.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

- 12.4 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- 12.5.1 Waive that or any other right or remedy; or
- 12.5.2 Prevent or restrict the further exercise of that or any other right or remedy.
- 12.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 12.7 **Notices.**
- 12.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 12.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 12.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 12.8 **Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.
- 12.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.10 Jurisdiction. Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.