**Community Moorings Scotland – Mooring Agreement**

Agreement between

* Community Moorings Scotland, a Scottish Charitable Incorporated Organisation registered under charity number SC047877 having its registered office at Narrowboat Farm, Philpstoun, West Lothian EH49 6QY (“**we**”, “**us**”, “**our**”), and
* [ ] residing at [ ] (“**you**”, “**your**”)

**Background**

1. We operate community moorings in accordance with our Charitable Purposes; and
2. You wish to rent a mooring from us for your Boat.

It is hereby agreed that we will rent to you a mooring as detailed in the Mooring Agreement Schedule annexed and executed as relative hereto, subject to the general conditions below and the detailed Mooring Terms and Conditions as in force from time to time.

1. Definitions
   1. The definitions which apply to terms with capital letters are set out in the Mooring Terms and Conditions as in force from time to time.
2. Mooring Terms and Conditions
   1. You agree to the Mooring Terms and Conditions as in force at the date of signing this Mooring Agreement and any changes to these made and notified to you in accordance with this Mooring Agreement.
   2. We will provide you with a copy of the Mooring Terms and Conditions as in force at the date of signing the Mooring Agreement.
   3. We have the right to make changes to the Mooring Terms and Conditions in so far as required by law or regulation or otherwise as necessary for the safe and efficient operation of the Mooring Sites. We will inform you as soon as reasonably practical of any such changes before such changes come into force.
   4. It is your responsibility to provide us with up-to-date contact information for you, and we will use such contact information to inform you of changes to the Mooring Terms and Conditions and any other matters relating to this Agreement.
3. General
   1. This Agreement is governed by the laws of Scotland and you and we submit to the exclusive jurisdiction of the Courts of Scotland.

IN WITNESS WHEREOF these presents consisting of this and the preceding pages together with the Mooring Agreement Schedule annexed hereto are executed as follows:-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signed for and on behalf of **Community Moorings Scotland** by an authorised signatory in the presence of: | | )))  ) | Signature |  |
| at | |  |  |  |
| on | |  |  | **Name of authorised signatory**  (block capitals) |
| Witness signature |  | |  | |
| Witness name |  | |  | |
| Witness address |  | |  | |
|  |  | |  | |

[2 options below depending on whether sole person or a company signing – delete one]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signed for and on behalf of **[Company]** by an authorised signatory in the presence of: | | )))  ) | Signature |  |
| at | |  |  |  |
| on | |  |  | **Name of authorised signatory**  (block capitals) |
| Witness signature |  | |  | |
| Witness name |  | |  | |
| Witness address |  | |  | |
|  |  | |  | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signed by **[name]** in the presence of: | | )))  ) | Signature |  |
| at | |  |  |  |
| on | |  |  | **Name of authorised signatory**  (block capitals) |
| Witness signature |  | |  | |
| Witness name |  | |  | |
| Witness address |  | |  | |
|  |  | |  | |

**This is the Mooring Agreement Schedule referred to in the foregoing Mooring Agreement between Community Moorings Scotland and** [ ] **dated** [ ]**.**

Your Boat [type, name, overall dimensions]

Home Mooring [Narrowboat Farm, Philpstoun, West Lothian EH49 6QY]

Start Date [1st April 2019]

End Date [31st March 2022]

Class of Mooring [Residential|Commercial|Leisure]

Length of Mooring [ ] metres

Initial Mooring Fee [£ ]

Deposit [£ ]

Trading Agreement [insert reference, if any]