



Marina Regulations

June 2013

1 DEFINITIONS

Where the following words appear in these Conditions and the Company's Regulations they shall have these meanings:
Owner shall include any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the Company.

Company shall mean the Company or any of its agents to whom the application for berthing is made which may be one or more of its associated companies, concessionaires, tenants and assignees for the operation of the boat repair yard, brokerage or other harbour facility.

Alongside Berth shall mean a berth where a Vessel of appropriate draft may be secured, with access to the shore without the need for a dinghy or tender.

Berth means the space on water or land from time to time allocated to the Owner by the Company for the Vessel during the term of this licence.

Length Overall (LOA) shall mean the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent.

Long Term Mooring Holder shall be defined as an Owner reserving a swinging mooring for a minimum, continuous period of three months.

Marina shall mean all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, piers, sheds, workshops, hard standing, swinging moorings, roadways and car parks.

Minor shall mean any persons under 16 years of age.

Pontoon means a moored and decked floating structure providing landing or mooring facilities.

Premises means all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, jetties, quays, piers, mud berths, sheds, lofts, workshops, hardstanding, roadways and carparks.

Regulations mean those regulations (if any) made by the Company as the same may be amended from time to time in accordance with clause 5, which the Company in its absolute discretion, considers necessary to enable the Company or those using the Premises to comply with applicable legal requirements or for the safety or security or good management of the Marina or Premises.

Storage Ashore Accommodation means the land space temporarily allocated to the Owner from time to time by the Company for the storage ashore of the Vessel during the term of the licence.

Vessel shall include any form of craft, boat, ship, yacht, dinghy, multihull, or other marine structure which is in the care and control of the Owner.

2 CONDITION OF VESSELS

2.1 Vessel must be kept in a seaworthy and reasonably presentable condition. Vessels must proceed outside the Marina on at least two separate occasions during the term of the annual berthing contract if requested by the Company to do so. The Company reserve the right to request a Vessel's Owner to produce a Condition Survey Report, to be completed by a qualified Professional Surveyor at the Owner's expense, to satisfy the Company that a Vessel is structurally sound and poses no threat to safety or safe navigation within the Marina. That request shall be in writing and shall give reasonable notice to the Owner that the Company may itself engage a Professional Surveyor should the Owner fail to do so, any costs in so doing shall be recharged to Owner.

2.2 The Owner shall provide and maintain at least one fire extinguisher, which is approved and manufactured to EN3 standards for portable fire extinguishers, and ensure it is fit for purpose for the vessel and ready for immediate use in case of fire.

2.3 The name of the Vessel shall be clearly displayed at all times and on any dinghies or tenders or any other gear belonging to Vessel.

3 MEASUREMENT OF VESSELS

3.1 For all purposes Vessel length shall be calculated including all davits, bowsprits, bumpkins, boarding ladders, sterndrives, tenders, outdrives, outboards, rudders, pulpits and pushpits and any other extension fore and aft of the Vessel.

3.2 The Company Reserves the right at any time to measure any Vessel and to charge the Owner of the Vessel additional fees (if appropriate) if the lengths of Vessel is greater than that notified to the Company by the Owner.

4 VESSEL MOVEMENTS

- 4.1** A bring alongside service is available upon reasonable request ie subject to weather conditions and availability of staff and space.
- 4.2** Mooring holders may come alongside for one night free of charge. Any additional consecutive nights will be charged at half appropriate visitor rate. To avoid the double booking of berths, the office must be informed by VHF, telephone, or in person if mooring holders intend to come alongside, when a berth will be allocated.
- 4.3** Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed adequate warps and fenders for the Vessel shall be provided by the Owner.
- 4.4** Pontoon cleats are manufactured to be used with ropes and not shackles or chains. Any shackles or chains found to be damaging the Pontoon cleats will be removed by the Company and the Owner will be charged accordingly.

5 SUBCONTRACTOR LABOUR

- 5.1** Subcontractor labour is not permitted on the premises, including pontoons and moorings without prior agreement. Any such contractors must provide evidence of indemnity insurance as detailed in our Terms of Business and comply with our Company Health and Safety Policy, available on request.

6 MANAGEMENT

- 6.1** At any time when the Berth is not actually occupied by the Vessel the company shall be free to permit its use by any other boat without paying compensation or giving any discount to the Owner. Accordingly, Owners are advised to inform the Company of those periods when their Berth is vacated, and when they expect to return.
- 6.2** The Company retains all rights of possession in respect of the Berth.
- 6.3** The Owner shall not lend sublet, assign or transfer the berth to any other person nor shall the Owner use the berth for any other vessel unless the Owner has the Company's prior written consent.
- 6.4** If the Owner fails to remove the boat having been requested to do so by the Company, the Company shall have the right to remove the Vessel from the Marina and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal, including alternative berthing fees.
- 6.5** The Owner understands and agrees that the Company has the right to require the Owner to leave the Marina immediately if they act recklessly or unreasonably or fail to observe these or any other applicable regulations.
- 6.6** The Company shall have the right to board and enter the Vessel (by force if necessary) to carry out any necessary actions of emergency work on the Vessel without prior notice to the Owner if such action or work is reasonably necessary for the safety of the Vessel or the safety and/or convenience of other Marina users or visitors. The Owner shall pay on demand the Company's reasonable charges and expenses for such work.
- 6.7** The Company shall supply the Owner with a copy of the Regulations current at the time of application for a Berth. The Company reserves the right to introduce new Regulations on grounds of legal requirement or for the safety or security or good management of Marina or Premises and to amend such regulations as from time to time shall be necessary. Such Regulations and any amendments to them shall become effective on being displayed on the Company's public notice board, and the Company shall have the same rights against the Owner for breach of the Regulations as for breach of the terms of this agreement.
- 6.8** Advisory note: Owners, their guests and crew are advised that their conduct and that of their vessels is likely to be regulated and governed at various times by statutory, local authority and marina regulations which may be more extensive than those of the Company and the breach of which may result in criminal penalties

7 BEHAVIOUR AND CONDUCT

- 7.1** Users should conduct themselves in a polite and considerate way at all times whilst in the Marina. Aggressive or antisocial behaviour will not be tolerated and users conducting themselves inappropriately may be asked to leave the Marina. The Company reserves the right to end any agreement or contract with users that act inappropriately, with immediate effect.
- 7.2** Playing of music, music instruments, audio visual or electronic gaming equipment or any similar device to an extent whereby the noise level is considered a nuisance to other marina users is forbidden. Noise levels should be kept to a bare minimum between 10.30pm and 7.00am. The Owner further undertakes and agrees for themselves and Owner's Party that they shall behave in a considerate manner while using the Vessel and Marina facilities and in such a way as to cause no nuisance, annoyance or inconvenience to any other users.
- 7.3** Wind generators and in mast furling that cause excessive noise must be disabled when a Vessel is alongside the Pontoon. The Company reserves the right to disable any wind generator causing a disturbance to other Berth holders or visitors.
- 7.4** Dogs should be kept on a lead at all time. Any waste caused by dogs must be cleared immediately by their owners. Dog waste should not be discarded into the marina basin and only placed in correct refuse bins. Dogs should not cause nuisance or harm to any wildlife in the marina.
- 7.5** The courtesy dinghies are provided for the use of Mooring holders at their own risk and should not be used by unsupervised Minors at any time. These should only be used to gain access to parts of Marina. At all times, courtesy dinghies are to give way to boats manoeuvring, entering and leaving the Marina. The courtesy dinghies are to be returned within one hour.