

RULES & REGULATIONS

Sections headings are given for convenience only and do not form part of the rules and regulations.

1 SAFETY AND SECURITY

- 1.1 No vessel shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels on the premises.
- 1.2 Vehicles must travel at a slow speed on the premises.
- 1.3 The owner is responsible for reporting to the company all accidents involving injury to any person or damage to any public or private property that occur on the premises as soon as possible after they occur.
- 1.4 Users shall comply with all reasonable instructions, notices and requests of the company and its staff which in the opinion of the company contribute towards the safe and effective running of the premises.
- 1.5 Fishing, swimming and diving are not permitted from any part of the premises.
- 1.6 No-one other than the owner, their crew and invited guests are permitted onto the private jetties.
- 1.7 Any keys, lock, access cards or codes provided by the company remain property of the company and must not be copied or, provided or disclosed to a third party. A charge will be made for additional items or to replace lost or damaged items.

2 FIRE

- 2.1 All necessary precautions to prevent the outbreak of fire shall be taken by owners.
- 2.2 Vessels shall be equipped with suitable means of detecting the outbreak of fire.
- 2.3 Vessels shall be equipped with at least one suitable fire extinguisher and ensure that it is fit for purpose and ready for immediate use in the case of fire
- 2.4 Barbecues and open fires are not permitted on any part of the premises.
- 2.5 Any person discovering a fire should sound the fire alarm, and if safe to do so alert other users of the marina. They are also responsible for ensuring that the fire brigade is telephoned.
- 2.6 Upon hearing the fire alarm or being made aware of a fire, the owner is responsible for ensuring that all occupants of their vessel evacuate the vessel and proceed to the assembly point in the members car park.

3 NUISANCE

- 3.1 No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the premises so as to cause any nuisance, annoyance or inconvenience to the company or any other users of the premises or to any person residing in the vicinity.
- 3.2 The owner is responsible for ensuring that they, their crew and guests undertake that they shall not behave in such a way as to offend or annoy any other users of the premises or to any person residing in the vicinity, nor contravene any statutory law, regulation or byelaw.
- 3.3 Halyards and other rigging shall be secured as not to cause such nuisance or annoyance.
- 3.4 Slipways, launching areas, jetties pontoons and access routes must be kept unobstructed at all times.

4 DISPOSAL OF REFUSE AND WASTE

- 4.1 No refuse shall be thrown overboard or left on any part of the premises, or disposed of in any way other than in the receptacles provided by the company, or by removal from the company's premises.
- 4.2 Refuse of a hazardous nature should be removed from the premises by the owner to a suitable waste dump
- 4.3 Users with animals shall ensure that any fouling of the premises by their animals is cleared up.

5 WORKING PRACTICES

- 5.1 No work shall be done on the vessel, gear, equipment or other goods while on the premises without the company's prior written consent other than minor running repairs or minor routine maintenance by the owner
- 5.2 No contractor may work on a vessel on the premises without the company's prior permission, which will normally be given only to contractors registered with the company which have provided proof of insurance and relevant qualifications to the company.
- 5.2.1 Prior permission is not required where the work is to be carried out under warranty by the manufacturer or supplier of the vessel or any part of the equipment to which the warranty relates.
- 5.3 Any person carrying out work must ensure that it is performed in a safe, workmanlike and tidy manner and does not cause a nuisance or annoyance to others or damage any other vessel, equipment, or premises, or harm the environment. No tools, equipment or materials shall be left on any part of the premises.
- 5.4 The company shall charge the owner for removing or storing any tools, equipment or materials, or for making good any damage to other vessels or the premises.

6 STORAGE

- 6.1 Dinghies, tenders, rafts or other ancillary craft shall be stowed aboard the vessel unless the company allocates a separate berth for them.
- 6.2 No vessel, items of boat gear, fittings or equipment, supplies or stores or the like shall be left upon the premises other than in the berth or location allocated to the owner. The company reserves the right to remove any such items or to charge for the storage of them. Marina walkways are to be kept clear of obstruction at all times.
- 6.3 The owner shall display clearly on their vessel, vehicle, trailer, cradle or other equipment the vessels and/or owners name or the company's authorised identification where issued.
- 6.4 Owners shall leave all necessary keys of vessels and/or keys used to secure trailers in the care of the company. The keys may be used by the company to enter or move a vessel if requested by the owner or if the company believes it is necessary or desirable to do so.
- 6.5 The keys will not be released to a third party without the prior consent of the owner.
- 6.6 Vessels should be kept in a clean and tidy state at all times. If the owner fails to clean the vessel within 14 days following a request from the company, the Company has the right to undertake the work itself or appoint agents to do so and charge the Owner accordingly.

7 VESSEL MOVEMENT AND MOORING

- 7.1 The Company reserves the right to move, any vessel, vehicle, trailer, gear, equipment or other property at any time for reasons of safety, security, an emergency or good management of the premises.
- 7.2 Vessels shall be moored by the owner in such a manner and position so as not to cause an inconvenience or danger to any vessel, user or the companu.
- 7.3 Vessels may only be moored to equipment designed for such purpose and adequate warps and fenders for the vessel shall be provided by
- 7.4 Any vessel berthed or moored in a manner considered insufficient to secure the vessel may be secured by the company and the cost thereof charged to the owner.

8 CAR PARKING

- 8.1 Owners and their crew may only park vehicles on the premises in accordance with the directions of the Company.
- 8.2 Under no circumstances may any vehicle or trailer be parked or left so as to obstruct the roadways, walkways, slipways, access points or other vessels. The company reserves the right to remove any such vehicle and charge the owner for the cost of doing so; the company shall not be liable to the owner for any loss, cost or damage suffered or incurred where such action is taken.

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- 8.3 Any vehicle which is unroadworthy, or left on the premises for more than 28 consecutive days will be disposed of and any costs incurred in doing so will be reclaimed from the vehicles owner.
- 8.4 No caravan, motor home, tent or similar may be occupied overnight on the premises.
- 8.5 Owners are responsible for registration of their vehicles that are brought to the premises and for settling any occurred fees.

9 SUPPLY OF FLECTRICITY

- 9.1 The company may provide a vessel on a berth or hardstanding with an electrical connection subject to the availability of power connections. The maximum current which can be drawn from a supply is 16 amps.
- 9.2 The company cannot guarantee a continuous supply as power cuts and the like are not within its control.
- 9.3 Owners shall only make use of the electrical supply allocated to their berth and will be responsible for all electricity consumed from that supply outlet.
- 9.4 Owners shall supply their own suitable cables and connections to the electrical power outlets provided by the company.
- 9.5 Charges for electricity will be made as controlled under The Resale of Gas and Electricity Regulations 2003.

10 RESIDENTIAL USE

10.1 Any vessel berthed at the premises shall be used for recreational and holiday use only and not as a permanent or main residence.

11 COMMERCIAL USE

- 11.1 No part of the company's premises or any vessel or vehicle situated within the premises shall be used for any commercial purpose, except where the owner has sought and obtained prior written agreement from the companu.
- 11.2 Special conditions will be applied and additional fees may be charged in relation to commercial use.
- 11.3 Any and all statutory and local authority requirements relating to the commercial use of a vessel, including the licensing of the vessel and its skippers must be satisfied and suitable insurance must be maintained.

12 SALE OF VESSELS

- 12.1 The owner shall notify the company of their intention to sell the vessel.
- 12.2 The owner shall be permitted to arrange a private sale of not more than one vessel which is usually berthed at the premises during any period of 12 consecutive months. The owner shall be present at all times that the boat is being viewed.
- 12.3 The owner shall not display or permit to be displayed on the vessel or in any other place on the premises any sign, notice or other indication that the vessel is for sale without the agreement of the company. The company reserves the right to remove or cover up any such sign or notice.
- 12.4 The owner must notify the company in writing of the name and address of the new owner and the date of the change of ownership within 7 days of the transfer.
- 12.5 Any vessel that is sold on the company's premises is subject to a 1% plus VAT brokerage fee payable to the company direct.

13 SPECIAL EVENTS

13.1 From time to time access to the premises may be restricted by special events or operations taking place at the premises. Notice will be given by the company to the owner of any such restrictions.

14 MARINA BENEFITS

14.1 All be benefits associated with Marina Membership are reviewed annually. We reserve the right to amend or withdraw any associated benefits, at any time. Terms and Conditions relating to such benefits apply.

15 TRACTOR ASSISTED LAUNCHING

- 15.1 Tractor assisted launching is available as an option and at the rates of charge published by the company.
- 15.2 The company shall provide a tractor and operator for assisted launch and retrieval operations, subject to availability, during marina office hours. It is the responsibility of the owner to arrange any other

- equipment or assistance required at the time of the operation.
- 15.3 The owner shall prepare the boat for launching and retrieval, for example, uncovering the boat and preparing ropes and fenders, and be present during launching and retrieval.
- 15.4 The owner shall direct the tractor operator as to the suitable placement of the trailer in the water and any other movements required for the safe and effective launch or recovery of the vessel.
- 15.5 Other than where caused by negligence or other breach of duty, the company shall not be liable for any loss or damage caused to the vessel, trailer or other equipment.
- 15.6 The operation may be postponed, cancelled or ended at any time if, in the opinion of the tractor operator, the operation poses an unacceptable risk to any persons or property.