



# MARINA DEVELOPMENTS LTD

## Marina Regulations

### ARTICLE 1. MARINA REGULATIONS

#### Application of the Regulations

Every person entering the MARINA for any purpose and by any means shall be deemed to agree to and be bound by these Regulations.

#### Risk

Apart from any loss, damage or injury which results from the negligence or deliberate act of the COMPANY every person using any part of the MARINA or its facilities for any purpose, whether by invitation or otherwise does so entirely at their own risk and the OWNER undertakes to make this known to every person in the OWNER'S PARTY including their family and visitors.

#### Enforcement of Regulations

The COMPANY accepts no obligation to an OWNER or any other person to enforce any provision of these Regulations against any other person and as such may not be required to do so.

#### Definitions

Wherever the following terms appear in the Regulations they will have the special meanings defined here:

**Agreement** means any agreement for services or for the berthing or mooring of a BOAT as correctly entered into by the OWNER and the COMPANY, including, but not limited to; a Freedom Berthing Package Agreement / Berthing Plus Otium Package Agreement / Standard Berthing Package Agreement, a Mooring Services and Hardstanding Package Agreement, Dry Stack and Dry Berthing Package Agreement

**Company** means Marina Developments Limited and includes any parent, subsidiary, or associated companies.

**Berth** means the allocated place or slot to moor and secure the BOAT within the MARINA

**Boat** includes any form of craft, boat, ship, yacht, dinghy, multihull, or other marine structure which is brought into the MARINA and is the property of or in the care and control of the OWNER, whether or not detailed in any Agreement or lease between the COMPANY and the OWNER.

**Length Overall (LOA)** means length overall of the BOAT including davits, bowsprits, boarding ladders, sterndrives, tenders, outdrives, rudders, anchors, pulpits, pushpits and any other extension fore and aft of the BOAT.

**Manager** means the person responsible for the day-to-day management and administration of the MARINA on behalf of the COMPANY.

**Marina** 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, hard standing, roadways, and car parks.

**Owner** means any person or corporate body who, as principal or agent, has entered into an Agreement or any visitor to the MARINA, charterer, master, agent or other person for the time being in charge of the BOAT, excluding the COMPANY. Where these Regulations confer an obligation on the OWNER, the OWNER shall ensure that any member of the OWNER'S PARTY (or any member thereof) is aware of such an obligation and shall comply with the same as if they were the OWNER, personally.

**Owner's Party** means the OWNER'S family, private guests, visitors or agents, servants or employees (as applicable) who are lawfully at any time within the MARINA.

**User** means any person using the MARINA for any purpose whatsoever.

### ARTICLE 2. SAFETY AND ENVIRONMENT

- 2.1. The OWNER shall at all times be responsible for the proper upkeep and safe condition and maintenance of the BOAT, its gear and equipment (whether afloat or on shore) and shall maintain it in good, clean and seaworthy condition and ensure that the BOAT is able to navigate under its own power at all times
- 2.2. The OWNER shall take all steps to be aware of current Health and Safety, Environmental, water use management and control policies and other legal requirements and shall comply with all reasonable instructions of the COMPANY and / or the MANAGER in connection with all matters relating to the safe and efficient operation of the MARINA. The OWNER shall ensure that they have read and understood the COMPANY'S Health and Safety policy, Environmental policy, Hose Pipe policies and Safety First poster, which are displayed and available from the MARINA Office and on the COMPANY'S [website](#). The COMPANY reserves the right to amend such policies from time to time without notice. The use of pressure washers by the OWNER or USERS anywhere on the MARINA is strictly forbidden, unless expressly authorised by the COMPANY and using only washers protected by a break tank.
- 2.3. The OWNER acknowledges and agrees that the COMPANY shall have the right without prior notice to require the OWNER to move and reberth the BOAT and shall itself have the right to move and reberth the BOAT to any new location within the MARINA or at another MARINA owned by the COMPANY for reasons of safety, good management of the MARINA or as required by the applicable MARINA in connection with any events or shows being run at the MARINA.
- 2.4. The COMPANY shall have the right to board and enter the BOAT (by force if necessary) to carry out any necessary actions or emergency work on the BOAT without prior notice to the OWNER if such action or work is reasonably necessary for the safety of the BOAT 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.
- 2.5. No dangerous, inflammable, poisonous or noxious substances, spirits, oil or petrol or other inflammable liquid, gas or solid shall be brought into the MARINA or stored on the BOAT except in properly secured containers expressly designed to contain such substances against leakage or escape. The consequences of any leakage or escape shall be for the OWNER'S account. Marine toilets, sinks and bilges must not be discharged within the confines of the MARINA and Harbour.
- 2.6. The OWNER shall not use or permit the use of open fire, including but not limited to barbeques within the BOAT, BERTH or any other part of the MARINA or Premises, unless in a purpose-built area designated by the COMPANY (where provided). Before disposing of used charcoal or barbeque materials it should be confirmed as suitably extinguished using plentiful water and cold to the touch.
- 2.7. The OWNER may only refuel the BOAT, its tenders and equipment in a safe and responsible manner and wherever possible in a designated refuelling area within the MARINA. The OWNER shall comply at all times with all the directions and regulations of the COMPANY displayed in the MARINA Office and / or the refuelling areas.

- 2.8. The BOAT shall be berthed by the OWNER in such a manner and in such location as the COMPANY may require. All necessary warps and fenders shall be provided by the OWNER and the OWNER expressly undertakes and agrees to ensure that the BOAT is properly and safely secured and attached to the pontoon or mooring at all times. In particular, it is the responsibility of the OWNER to check the security of warps and to replace them when necessary. In the event that the berth becomes unsuitable for the BOAT during the term then the COMPANY will at its discretion relocate the BOAT to a suitable berth.
- 2.9. The OWNER shall navigate and control the BOAT in the MARINA at all times in a seamanlike manner and in accordance with all maritime safety guidance, rules and regulations including but not limited to the Coast Guard and Maritime Agency Solas V regulations for pleasure craft (available on-line at the government website) so as to cause no danger, damage or inconvenience to any other person or boat. In particular the BOAT shall proceed at a speed which is safe in relation to prevailing conditions, this includes water depth during a very low tide and shall at all times comply with any speed restrictions displayed from time to time within the MARINA or imposed by any relevant Harbour or River Authority. OWNERS must at all times be aware of tidal conditions including but not limited to tidal flow, ground conditions and depth, and monitor depth sounders to ensure the safety of their boat and crew and prevent damage to other boats berthed in the MARINA. A copy of the latest Hydrographic survey is available on request.
- 2.10. The OWNER shall at all times observe the By Laws of the River or Port Authority and all other rules or regulations affecting the MARINA.
- 2.11. The OWNER shall not operate or permit to be operated within the MARINA any engine, generator, heating system, machinery, radio or any other apparatus so as to cause any noise, dust, pollution, excessive or noxious smoke, or any other nuisance deemed by the COMPANY as an annoyance or inconvenience to other USERS or any person residing in the vicinity of the MARINA. The OWNER further undertakes and agrees for themselves and the OWNER'S PARTY that they shall behave in a considerate manner while using the BOAT and its systems and MARINA facilities in such a way as to cause no nuisance, annoyance, or inconvenience to any other USERS.
- 2.12. The OWNER shall always ensure that halyards, flags, banners and other items attached to the BOAT shall be secured so as not to cause annoying levels noise, nuisance, or inconvenience to other USERS. Commercial Tenants are permitted to fly flags during normal working hours.
- 2.13. The OWNER shall not and shall procure that none of the OWNER'S PARTY shall board any vessel unless they have the express permission of the applicable owner of such vessel. The OWNER understands and agrees that the COMPANY has the right to require the OWNER or the OWNER'S PARTY (or any of them) to leave the MARINA immediately if the OWNER or any member of the OWNER'S PARTY is present on a vessel that they have not been provided with express permission to board. The OWNER will be solely responsible for the costs of any damage caused by the OWNER or any member of the OWNER'S PARTY to a vessel that they board without the owners express permission.
- 2.14. The OWNER understands and agrees that the COMPANY has the right to require the OWNER or the OWNER'S PARTY (or any of them) to leave the MARINA immediately if they act recklessly or unreasonably or fail to observe these or any other applicable regulations.
- 2.15. No waste or refuse is to be thrown into or deposited in any part of the MARINA except in the designated receptacles provided by the COMPANY. Waste or refuse which is not disposed of in the COMPANY'S receptacles shall be completely removed from the MARINA. The disposal of oil, petrol, tar, paint (antifouling or otherwise), sewage or any other similar toxic or noxious substances and wastes shall be exclusively placed into the receptacles specifically provided to receive such waste materials. The disposal of out-of-date flares or other pyrotechnics is the sole responsibility of the OWNER and cannot be disposed of by the COMPANY. In no circumstances shall such waste materials be discharged into the water or left elsewhere in the MARINA.
- 2.16. The OWNER shall not and shall ensure that each member of the OWNER'S PARTY shall not pump any black water into the MARINA. Black water is the wastewater from toilets. Breach of this regulation constitutes a breach of local authority regulations for which a maximum fine of £2000 per occasion may be imposed.
- 2.17. Animals may only be brought into the MARINA on condition that they are at all times kept under the control of the OWNER. Dogs are to be kept on a leash. No animal shall cause inconvenience in the form of noise or fouling of the MARINA or any other BOAT or vessel. So far as is reasonably practical animals shall be kept aboard the BOAT at all times. Strict regulations exist for the control of rabies and the COMPANY reserves the right to require the OWNER to remove any animal from the MARINA without prior notice. No animal which has originated or has been taken abroad shall be brought into or landed in the MARINA without the prior written consent of the COMPANY. The COMPANY reserves the right to report the presence of any animal in the MARINA to the Environment Agency or other responsible authority.
- 2.18. The OWNER shall not erect any washing line on the BOAT or within the MARINA or allow any washing to be displayed on the exterior of the BOAT.
- 2.19. The OWNER shall take all necessary precautions against the outbreak of fire in or upon the BOAT. The OWNER shall provide at least one fire extinguisher in or upon the BOAT suitable for the type of engines, fuel and equipment relating to the BOAT and of a kind which shall be approved by the appropriate Government Department. Such extinguisher shall at all times be kept instantly ready for use and in good and efficient working order.
- 2.20. Fishing, water skiing, speedboat racing, windsurfing, hydroplaning, jet skiing, swimming, and diving are prohibited within the MARINA. Wash shall be kept to a minimum. A maximum water speed limit of 5 knots (3 knots adjacent to hoist docks or lock approach) and a maximum land speed of 10 mph (or such other speed limit in force from time to time) must at all times be observed within the MARINA.
- 2.21. Luggage trolleys must be returned to the designated trolley storage area after use.
- 2.22. The OWNER shall observe and co-operate with any regulations governing the activities of contractors and the OWNER'S attention is drawn to the MDL Contractors' Registration scheme; covering all BOATS moored within the marina basin excluding only those moored on a berth attached to a residential property. No person shall be permitted to work on the BOAT or otherwise in the MARINA so as to cause nuisance or annoyance or inconvenience to other MARINA users or visitors or damage to other boats. The OWNER shall take steps to ensure that the minimum of dust is caused when cleaning or maintaining the BOAT or as a result of any other operations. The OWNER shall themselves or otherwise ensure that all waste materials shall be cleared daily after work on the BOAT or otherwise and shall be deposited in suitable receptacles. If the OWNER or any agent of the OWNER shall fail promptly to clear away any such waste the COMPANY shall be entitled (but not obliged) to remove such waste and if it does so the OWNER shall pay on demand the COMPANY'S reasonable costs and expenses incurred in collecting and disposing of such waste.
- 2.23. The OWNER or any other persons whilst on the MARINA are to immediately report to the MANAGER or his staff any injury or accident that they become aware of within the MARINA.
- 2.24. No BOAT stored ashore may be moved nor shall any chocks or shores be moved except with the COMPANY'S consent. OWNERS or their agents must not at any time interfere with, alter, or remove chocks, shores or cradle legs used for the storage of any vessel.
- 2.25. All high windage items such as roller furling headsails, spray dodgers and spray hoods must be removed prior to storing ashore. Where appropriate, masts should be unstepped and stored separately.
- 2.26. If there is a dispute between the OWNER and any other OWNER or with the COMPANY concerning the safety, navigation or berthing of any BOAT within the MARINA the dispute shall be referred to an Independent Expert in accordance with the COMPANY'S Third-Party Referral procedure in force at the time. A copy of the current Third-Party Referral procedure can be viewed at the marina office. In the absence of a manifest error, the decision of the Independent Expert will be final and binding.

### ARTICLE 3. MANAGEMENT

- 3.1. The BOAT and all other property is moored or stored ashore at the sole risk of the OWNER. There may be restricted availability of storage ashore, particularly during the months of January to March, at certain sites due to pressure of demand. The OWNER should check with the MARINA concerned before planning any storage. A six-week time restriction may be applied on storage ashore during busy periods.
- 3.2. The COMPANY retains all rights of possession in respect of the BERTH.

- 3.3. The COMPANY shall have an absolute right to alter the location of the BERTH within the MARINA and the BOAT shall be moored in the BERTH allocated by the COMPANY from time to time and shall not be moored elsewhere in the MARINA without the approval of the MANAGER.
- 3.4. At any time when the BERTH is not actually occupied by the BOAT the COMPANY shall be free to permit its use by any other boat without paying compensation or giving any discount to the OWNER.
- 3.5. Access is strictly limited to those parts of the MARINA which the COMPANY makes available for use by the OWNER and, the OWNER'S PARTY. Entry upon restricted areas of the MARINA and upon all other adjoining land and water owned or controlled by the COMPANY is forbidden.
- 3.6. The COMPANY permits routine maintenance and upkeep work in accordance with 2.19 above but neither the OWNER nor anyone employed by them shall be permitted to construct or complete the construction of any boat within the MARINA without the prior written consent of the COMPANY, which is only given in exceptional circumstances.
- 3.7. Any work carried out or undertaken by the COMPANY shall be on the terms of the COMPANY'S STANDARD BOATYARD TERMS OF BUSINESS.
- 3.8. The OWNER acknowledges that the COMPANY is not obliged to make available any particular services at any MARINA. The COMPANY will where possible provide the OWNER with details of services available at other MARINAS.
- 3.9. At the OWNER'S request the COMPANY will if possible launch or recover their BOAT at the appropriate and suitable point, tide and weather conditions permitting, but the cost of moving other boats for this purpose and / or any attendant expenses must be paid for by the OWNER.
- 3.10. Dinghies, tenders, and rafts shall be stowed aboard the BOAT unless the OWNER and the COMPANY shall otherwise agree in writing.
- 3.11. The BOAT and any associated dinghies, tenders, trailers, and cradles shall be clearly marked with the name of the BOAT. Any other equipment which is not stored securely in the BOAT shall also be clearly marked with the name of the BOAT.
- 3.12. No parts of the BOAT or other equipment, dinghies, gear, fittings, supplies, stores, or similar items shall be stored or left upon or otherwise within the MARINA without the prior written consent of the COMPANY.
- 3.13. The COMPANY reserves the right to introduce Regulations and new terms and conditions or to vary these Regulations and terms and conditions in order to promote the better administration of the MARINA in the interests of MARINA users as a whole or to comply with statutes, regulations or By Laws.
- 3.14. If requested by the COMPANY the OWNER shall deposit keys with the MANAGER giving full access to the interior and lockers of the BOAT including engine keys. Such request is made solely for the purpose of the good management of the MARINA. The COMPANY will not accept responsibility to act as a key holder for the convenience of the OWNER unless the OWNER provides the COMPANY with a list of no more than two authorised personnel to whom the keys may be given together with a means of positive identification for each of them.
- 3.15. The OWNER shall inform the MANAGER prior to each departure of the BOAT from the MARINA. The OWNER shall specify the departure time, the period the BOAT will be away from the MARINA and the anticipated date and time of return. The MANAGER will rely upon this information in planning access for visitors, Freedom Berthing and Berthing Plus Otium members. If the information supplied by the OWNER is inaccurate or incomplete the COMPANY is unable to guarantee that the BERTH will be available upon the return of the BOAT to the MARINA.
- 3.16. In no circumstances shall the OWNER display or caused to be displayed any 'For Sale', 'For Charter', 'To Rent' or other notice on or in the BOAT or on any other part of the MARINA.
- 3.17. The OWNER shall cause the BOAT to leave or be removed from the MARINA on at least two occasions during the term of the annual berthing contract if requested by the COMPANY so to do.
- 3.18. If the OWNER fails to remove the BOAT having been requested to do so by the COMPANY, then the COMPANY shall have the right to remove the BOAT and to recover from the OWNER the reasonable costs and expenses of the COMPANY including but not limited to craneage and storage charges at the MARINA'S published rates.
- 3.19. Some services or facilities at the COMPANY'S MARINAS are operated by third party providers. The COMPANY does not accept any responsibility for any services provided by any third party.
- 3.20. The COMPANY does not accept any responsibility for electrolysis that may occur in sea water within the marina basin and the OWNER should be aware of the requirement to install galvanic isolators where applicable.

#### **ARTICLE 4. CAR PARKING**

- 4.1. All vehicles and trailers within the MARINA (with or without boats) are parked at the sole risk of the vehicle owner.
- 4.2. The OWNER, and their visitors, are to park vehicles in accordance with the parking regulations in force in the MARINA or as the MANAGER shall direct. The OWNER shall bring these Regulations to the attention of all such persons and shall be responsible to the COMPANY for their compliance with them.
- 4.3. No vehicle is to be parked or placed so as to obstruct the pontoons, roadways, slipways, craneage platforms or any other area of the MARINA, nor shall any vehicle or trailer be abandoned within the MARINA. Any such vehicle or trailer must have identification marks or means to identify its ownership. The COMPANY reserves the right to remove any obstructing or abandoned vehicle or trailer at the vehicle owner's risk by craneage, towage or otherwise. Trailers should clearly display the OWNER'S name and current contact details. The COMPANY reserves the right to recover the reasonable costs and expenses incurred in moving or storing or, where appropriate, disposing of any such vehicle or trailer from the vehicle owner or where the vehicle has been admitted to the MARINA at the request of, or with the consent or assistance of the OWNER from that OWNER.
- 4.4. No tent, caravan (motor or trailer), commercial vehicles or any other vehicle adapted or designed for sleeping or storage may remain in any part of the MARINA without the prior written consent of the COMPANY.
- 4.5. Where the marina operates a permit system, all vehicles parked on the MARINA must display a current car parking permit. A maximum of 2 permits will be issued to the OWNER of each BOAT. Where applicable, the charge for parking permits is shown on the COMPANY'S tariff and is available from the MARINA Office. Any failure to display a car parking permit or failure to park in designated areas may attract parking discipline and enforcement measures. The COMPANY reserves the right to employ specialist contractors for such purpose and the OWNER will be responsible for any penalties and charges that may arise.
- 4.6. Pursuant to 4.5 above, the OWNER accepts that he must follow any reasonable instructions and signage as to parking arrangements in and about the MARINA.

#### **ARTICLE 5. INSURANCE**

- 5.1. The OWNER assumes all risk and responsibility for the security of the BOAT and its safe operation at all times. The OWNER shall maintain in full force and effect a fully comprehensive insurance programme featuring comprehensive hull cover for the full market value of the BOAT, its gear and equipment (and any other property in the MARINA belonging to or in the care and custody of the OWNER) and third party liability insurance against the liabilities of the OWNER, their crew, guests and invitees with an indemnity of not less than FIVE MILLION POUNDS STERLING per incident for the BOAT and its tenders together with such other insurance cover as is normal for a boat of its size, power and description. Such insurance to be affected with reputable insurers. Additionally, where the OWNER engages paid crew for the BOAT, they shall maintain a policy of Employers' Liability Insurance fully in accordance with current legal requirements.
- 5.2. The OWNER shall not cancel, surrender, or materially alter the terms of any part of the insurance programme without the prior written consent of the COMPANY.
- 5.3. The OWNER shall furnish the COMPANY on request with full details and legible copies of the current insurance certificates and policies

together with evidence of their good standing.

- 5.4. Notwithstanding any other provisions of these Regulations concerning the control and management of any person working upon the BOAT and the consenting process for work to be undertaken it is the OWNER'S strict responsibility to ensure the competence, satisfactory insurance status and adequate and safe working conditions of all persons that may carry out any work upon the BOAT. It is a condition of the OWNER'S agreement with the COMPANY that the OWNER ensures that any such persons hold current, adequate and appropriate insurance cover. Failure to do so will expose the OWNER to substantial financial risk and possible prosecution. The OWNER should notify the MANAGER in advance of any such work being carried out.

#### **ARTICLE 6. ELECTRICAL SUPPLY – GENERAL**

- 6.1. Electricity (where applicable) is provided subject to the following terms and conditions:
- 6.2. The COMPANY cannot guarantee continuous supply as power cuts and breakdowns are not within its control. The COMPANY shall have the right to disconnect the electricity to the BOAT in the case of an emergency, there is a risk of danger to any persons at the MARINA or if required to do so by law.
- 6.3. Connectors - connectors and cables not supplied by the COMPANY shall only be used if they are of proper manufacture, regularly professionally inspected, and to UK government approved standards.
- 6.4. Overloading - overloading will cause trips to activate and whilst the COMPANY will do all it can to effect immediate reconnection this may not be possible outside normal office hours.
- 6.5. Supply is provided to and for the BOAT only.
- 6.6. VAT will be charged on the supply of electricity at the rate applicable from time to time upon the relevant supply.

#### **SMART METER BERTHS**

- 6.7. Certain berths within the MARINA have a smart meter installed (**SMART METER**). Where the OWNER uses a berth where a SMART METER is installed, the following provisions under 6.8 – 6.17 inclusive shall apply (in addition to the provisions at 6.1 – 6.6 inclusive above):
- 6.8. The OWNER shall be required to set up an account with the SMART METER, to log-in to the website and to make payment in advance for electricity at the rate of charges in force at the MARINA from time to time. It is the OWNER's responsibility to ensure that their account details are correct and up-to-date.
- 6.9. Payments must be made by the OWNER to the COMPANY through Sage Pay payment service provider, or such other party as the COMPANY engages from time to time. Payments can be made using a valid credit or debit card.
- 6.10. The OWNER will be issued a unique account number and pin by the COMPANY. It is the OWNER's responsibility to keep these secure. The COMPANY shall have no liability where the OWNER has shared their account number or pin or has failed to keep their account number and/or pin secure.
- 6.11. If the balance on the OWNER's account reaches £0, the supply of electricity will automatically be disconnected until such times as the OWNER purchases electricity using their account.
- 6.12. It is the sole responsibility of the OWNER to, log into their account, monitor the balance on their account and to make payment for electricity as and when required from time to time. The COMPANY shall have no liability where electricity ceases to be supplied due to the OWNER's failure to monitor their account and/or make advance payments for electricity..
- 6.13. The COMPANY shall have no liability for any failure or part failure of the SMART METER Account website.
- 6.14. If the SMART METER fails or fails accurately to register the usage or consumption of electricity for any reason, it is the OWNER's responsibility to promptly notify the COMPANY and to allow the COMPANY and/or any third party instructed by the COMPANY all reasonable and safe access required to check and/or repair or replace the SMART METER. In the case of an under-charge to the OWNER, the OWNER agrees to pay the COMPANY for the amount the COMPANY reasonably estimates has been used during the period in question. If the OWNER has been over-charged, the COMPANY shall refund the OWNER the amount at its sole discretion it deems reasonable.
- 6.15. The OWNER shall not move, repair, modify or otherwise interfere with the SMART METER without the prior written consent of the COMPANY.
- 6.16. The COMPANY shall be entitled to recover from the OWNER the costs of any damage to the SMART METER or charge the CUSTOMER for any repair or replacement, where such damage is caused by the OWNER or any member of the OWNER'S PARTY.
- 6.17. The berths where a SMART METER is installed are only for domestic and private use. If the OWNER uses the berth and/or the SMART METER for any commercial, business or re-sale purpose, the COMPANY shall have no liability to the OWNER for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### **NON-SMART METER BERTHS**

- 6.18. Where a berth does not have a SMART METER installed, the following provisions under 6.19 – 6.20 inclusive shall apply (in addition to the provisions at 6.1 – 6.6 inclusive above):
- 6.19. All electricity consumed shall be paid for by the OWNER on demand at the current rate of charges in force at the MARINA from time-to-time plus VAT.
- 6.20. If payment is overdue for more than 28 days the supply will be disconnected. The COMPANY accepts no responsibility for the consequences of disconnection or other interruption of the electrical supply. Following disconnection for late payment a charge will be made for subsequent reconnection.

#### **ARTICLE 7. DISPUTES**

- 7.1. Any dispute between the OWNER and the COMPANY (other than a dispute dealt with in paragraph 2.26 of Article 2 above), concerning the occupation and use of the Marina, not resolved by the Marina Manager can be referred to the formal feedback process of the COMPANY - <https://www.mdlmarinas.co.uk/assets/formal-feedback-process-0425.pdf>. This clause does not affect the OWNER's statutory rights.
- 7.2. Where a dispute relates to a leasehold property or leasehold berth and its association with any marina service, then once the procedure outlined in 7.1 has been exhausted, if the OWNER remains dissatisfied the dispute will be passed to a third party in accordance with the COMPANY's Third-Party Referral procedure in force at the time. A copy of the current Third-Party Referral procedure can be viewed at the marina office.
- 7.3. The Company may elect as to whether the dispute should be referred to an Arbitrator or an Independent Expert.
- 7.4. The costs of the referral will be decided by the Arbitrator or Independent Expert.

#### **ARTICLE 8. ADDITIONAL CONDITIONS OF PARTICULAR IMPORTANCE AT THE FOLLOWING MARINAS**

##### **QUEEN ANNE'S BATTERY**

Marine toilets, sinks and bilges must not be discharged within the confines of the MARINA and Harbour. Breach of this regulation constitutes a breach of Local Authority Bye Law for which a maximum fine of £2000 may be imposed.

The OWNER shall observe the Port of Plymouth Bye Laws and all other rules and regulations affecting the MARINA, statutory or otherwise.

##### **BRIXHAM MARINA / TORQUAY MARINA**

Marine toilets, sinks and bilges must not be discharged within the confines of the MARINA and Harbour. Breach of this regulation constitutes a breach of Local Authority Bye Law for which a fine of £2000 may be imposed. No person under the age of 18 years shall drive a powerboat within the Harbour or MARINA. This is a Torbay Harbour Bye Law. No refuelling in the MARINA other than in the designated areas.

### **COBB'S QUAY MARINA**

All BOATS must comply with the Harbour Bye Laws and Directions of the Harbour Master through Notice to Mariners when navigating within the environs of Poole Harbour. Copies of the Harbour Bye Laws are available from the MARINA Office. Harbour Dues are payable and may be paid to the MARINA Office or directly to the Harbour Commissioners.

### **SOUTHAMPTON / HAMBLE**

All BOATS must comply with the Harbour Bye Laws and Directions of the Harbour Master through Notice to Mariners when navigating within the environs of Southampton Waters, and OWNERS and any other persons shall observe the Bye Laws of the Hamble River Authority and all other rules or regulations affecting the MARINAS and the River Hamble.

### **HYTHE MARINA VILLAGE**

Clauses 3.2, 3.3, 3.4, 3.15, 3.16 and 3.17 do not apply to those OWNERS with residential berths and moorings within the MARINA.

The following Clauses are amended for those OWNERS with residential berths and moorings within the MARINA:

- Definition of Owner: shall include any Owner defined to be an owner within a Hythe Marina Residential Lease.
- Clause 2.4 the words ... and / or convenience... shall be deleted;
- Clause 5.1 the words ... a fully comprehensive insurance programme featuring comprehensive hull cover for the full market value of the BOAT, its gear and equipment (and any other property in the MARINA belonging to or in the care and custody of the OWNER) and .... shall be deleted.

It is recommended that all OWNERS with residential berths and moorings within the MARINA should have a fully comprehensive insurance programme for their Boat.

Berths and moorings and navigation outside the MARINA Lock in Southampton Water are at all times subject to Rules, Regulations and By Laws administered by the Dock and Harbour Master, Associated British Ports Southampton, and other competent Authorities. Copies and details of these By Laws, notices to Mariners and other Regulations are displayed on notice boards at the MARINA lock and at the top of the Public Slipway.

All BOATS are required to be propelled by powered machinery within the MARINA, including in particular the lock and entrance channel and under no circumstances to be propelled by sail within such navigation area.

The lock gates permitting navigation to and from the MARINA shall only be operated by employees of the COMPANY and its agents. The lock will be operated at such times as shall be posted from time to time at the MARINA Office, and subject first to tidal conditions (the operation of the lock to be at the absolute discretion of the COMPANY), and secondly to the lock being inoperative either by reason of maintenance or for any repairs and replacements to the gates or of any ancillary equipment thereof. Special operation of the lock. If the OWNER wishes to navigate through the lock at any time other than during the then current operational times, the COMPANY may be able to operate the lock but that the OWNER will be responsible for payment of a special fee therefore which will be quoted on request.

All BOATS berthed within residential areas will have their LENGTH OVERALL measured by the Marina Manager on first arrival at the MARINA and from time to time at the discretion of the COMPANY. The LENGTH OVERALL will be recorded by the COMPANY for future reference.

*The mooring of a boat which exceeds the mooring berth granted in any Lease of a residential property (an overlength boat) is not permitted other than as set out below:*

*The Marina may authorise, in its absolute discretion, the mooring of an individual boat which exceeds the mooring berth granted in any Lease of a residential property. Any authorisation will be by way of a personal Licence for a maximum duration of 12 months.*

*Any resident of Hythe Marina Village may apply for a personal Licence to moor an overlength boat. Such application will be considered by the Manager of the Marina in accordance with the current policy on overlength boats.*

*Personal Licences will only be granted for a maximum duration of one year and will be specific to an individual boat and an individual boat owner. The Licence will not be capable of being transferred to another person or another boat.*

*Any dispute between neighbouring or nearby residents concerning the mooring of an overlength boat will be referred to an independent expert in accordance with our expert referral policy. A copy of the current policy is attached.*

*The party objecting to the grant of the Licence to moor the overlength boat will be liable for the costs of the referral unless the independent expert considers there are exceptional reasons for the costs to be paid by another party. Such a decision will be in the absolute discretion of the independent expert.*

### **OCEAN VILLAGE MARINA / SHAMROCK QUAY / SAXON WHARF**

All boats exceeding 20m in length entering or leaving the River Itchen to or from Ocean Village Marina, Shamrock Quay or Saxon Wharf, must be navigated under mechanical means and if these boats are not fitted with engines, then suitable towage must be arranged to and from No. 1 Swinging Ground Buoy in the River Itchen.

### **HAMBLE POINT MARINA**

Within Hamble Point Marina a maximum water speed limit of 4 knots must be observed and the speed limit on roads within the MARINA is 10mph.

### **NORTHNEY MARINA / SPARKES MARINA**

Chichester Harbour By Laws to apply. Chichester Harbour Licence Fee to be paid direct to Chichester Harbour Authority.

### **MDL THAMES MARINAS – BRAY / WINDSOR / PENTON HOOK**

OWNERS and all other persons shall observe the By Laws of the Environment Agency and any other rules or regulations affecting the MARINA whether by statute, regulation or otherwise. All BOATS on a mooring must be in the possession of a valid River Thames Licence, Boat Safety Certificate and be registered with the Environment Agency.

### **CHATHAM MARITIME MARINA**

Berths and moorings and navigation outside the MARINA Lock in the River Medway are at all times subject to Rules, Regulations and By Laws administered by the Dock and Harbour Master, Medway Navigation Services, and other competent Authorities. Copies and details of these By Laws, notices to Mariners and other Regulations are displayed on notice boards at the MARINA Lock.

All boats are required to be propelled by machinery within the MARINA, including in particular the lock and entrance channel and under no circumstances to be propelled by sail within such navigation area.











The lock gates permitting navigation to and from the MARINA shall only be opened by employees of the COMPANY and its agents. The lock will be operated at such times as shall be posted from time to time at the MARINA Office, and subject first to tidal conditions (the operation of the lock to be at the absolute discretion of the COMPANY), and secondly to the lock being inoperative either by reason of maintenance or for any repairs and replacements to the gates or of any ancillary equipment thereof. Special operation of the lock. If the OWNER wishes to navigate through the lock at any time other than during the then current operational times, the COMPANY may be able to operate the lock but that the OWNER will be responsible for payment of a special fee therefore which will be quoted on request.

### **WOOLVERSTONE MARINA**

OWNERS and any other persons shall observe the By Laws of the Port Authority and all other rules and regulations affecting the MARINA, statutory or otherwise.

**For your safety and enjoyment, please observe the following:**

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 Uneven or slippery surfaces	 No diving
 Mobile heavy lifting plant and motorised vehicles	 No fishing
 Pontoons and quay walls without guard rails	 No riding bikes or scooters on the pontoons
 Deep water, no lifeguard present	 Children must be supervised at all times
 No swimming	 No refuelling on the pontoons

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**We strongly recommend that all USERS wear a lifejacket at all times whilst on the pontoons. Please consider your safety and that of others and in particular children.**

**Please do not interfere with chocks, cradles or boat supports when boats are stored ashore.**

#### **Annual Berthing Refund Policy**

Unless specified otherwise, defined terms within this Annual Refund Policy have the same meaning as those given within the Freedom Berthing Package Agreement OR Berthing Plus Otium Package Agreement OR Standard Berthing Agreement (**Agreement**) in place between the Company and the Owner. During the Term of the Agreement there can be genuine reasons why an Owner may wish to relinquish their Berth. The Company recognises this and provides for the following.

Only Owners who have paid all charges which have fallen due to the Company under the terms of the Agreement are entitled to take advantage of this Policy.

#### **Account 'Suspended'**

In the event that an Owner has sold their boat and intends to purchase a new boat (and therefore does not require the use of a berth for a period of time), the following may be arranged at the discretion of the Company:

Upon receipt of 4 weeks written notice of termination from the Owner MDL will calculate the value of any unused Freedom Berthing / Berthing Plus Otium / Standard Berthing Charge on a pro-rata basis up to the end of the notice period. Any credit balance will be held by the Company on the Owner's account for up to 24 months and will be set off against any future Freedom Berthing / Berthing Plus Otium / Standard Berthing Agreement entered into by the Owner and the Company. In the event that this credit balance is unused after 24 months from the original date of termination of the Agreement, the Cancellation of Berth Policy (as scheduled below) shall apply without further notice to the Owner.

The above arrangement does not apply to any other situation where a member may not wish to use the berth for a period of time during the Term of the Agreement.

For Owners who would like to suspend their Agreement and are who paying their Annual Charge via equal monthly Direct Debit instalments, a top-up payment may be required to bring their account balance into credit and in line with the terms of the Cancellation of Berth Policy. The account balance in these circumstances will be calculated for the period from the commencement of the Term to the end of the 4 weeks' termination notice period using the Company's published monthly tariff rate. Alternatively, the OWNER may continue to pay the Direct Debit instalments until the expiry of the Term, or such point as the account is cleared. To enjoy account "suspended" benefit the Owners account must be in credit.

#### **Cancellation of Berth Policy**

Subject to the terms of the Agreement, an Owner may cancel their berth at any time during the Term, subject to 4 weeks written notice being provided to the Company. If payment of the Freedom Berthing / Berthing Plus Otium / Standard Berthing Charge has been made in full by the Owner prior to termination, the Company will credit any Annual Charge "Single Payment" invoice previously issued and then re-invoice the Owner for the period between the commencement of the Term and the date of the termination of the Agreement.

Note that for the purposes of calculating the reissued invoice referred to above, the Company's published monthly berthing rate shall be used. For the purposes of this Annual Refund Policy, the monthly berthing rate is the rate published from time to time in the Company's additional services tariff for monthly berthing, not any monthly direct debit instalments which may have been payable by an Owner in respect of the Freedom Berthing / Berthing Plus Otium / Standard Berthing Charge under the terms of the Agreement.

For those OWNERS who have elected to pay their Freedom Berthing / Berthing Plus Otium / Standard Berthing Charge by monthly direct debit instalments, any debit balance in monthly payments after applying the Monthly Berthing Rate will be payable to the Company.

The Company will endeavour to provide the Owner with a statement of the balance on their account (debit or credit) within 14 days of written notice of termination being received. Owners must not cancel their direct debit payments pending receipt of such statement. Appropriate and proper adjustment to your account will then be made either by refund to you (if in credit). Alternatively (if a debit balance) you should continue your direct debit instalments and or settle any shortfall by cash or credit card) until the debit balance is cleared.

In all cases, if the payment was made by credit card, the credit card surcharge is not refundable.

If the termination of the Agreement is within one month of the Agreement commencing, you will be charged a minimum of 1 full month at a rate pro-rata to the original contract price, i.e. 1/12th of the original contract value.



**Example of Cancellation of Berth based on:**

Annual Berthing Fee for a 10m boat	£4,870
12-Month Direct Debit instalments (as set out in the Payment Schedule)	£406 per month
Customer leaving home marina after 3 months berthing (1st April - 30th June)	4 weeks written notice is required
<b>If paid in full (Single Payment Option)</b>	<b>£4,870</b>
Berthing is re-calculated for the 3-month period applying the monthly berthing rate published in the marina's additional services tariff (not the monthly direct debit rate)	£1,797
Balance to be refunded to the customer (less any outstanding payments due to MDL, e.g. electricity, car parking, boatyard services etc.)	£3,073
<b>If paying by 12-Month Direct Debit instalments</b>	<b>£1,218</b> (based on 3 monthly payments of £406)
Berthing is re-calculated for the 3-month period applying the monthly berthing rate published in the marina's additional services tariff	£1,797
Balance owed and to be cleared prior to the boat leaving the marina	£543

*The prices used in these examples are for guidance purposes only.*

**Transfer of Boat Ownership**

In the event that the Owner sells / transfers the ownership of the Boat during the Term of the Agreement, and where the new owner wishes to continue to berth the boat at the marina, the Company will not unreasonably refuse to enter into a new Freedom Berthing / Berthing Plus Otium / Standard Berthing Package Agreement, Mooring Services and Hardstanding Package Agreement, Services and Dry Berthing Package Agreement with any new owner following the transfer of ownership of the Boat. The Company will not make any charge to administer this change although it is subject to all accounts being settled in full prior to the date of transfer. The Company shall not transfer any monies between customer accounts and the new owner will be required to sign a new berthing / mooring package agreement in the normal way.

**Additional Terms**

In each of the above instances, the Owner is required to return to the Company any Freedom Berthing / Berthing Plus Otium / Access card at the time of giving notice and the Company reserves the right to charge for any Freedom Berthing / Berthing Plus Otium / Standard Berthing Package benefits taken but that have not been 'earned' on a pro-rata basis. This means any excess of visitor nights, fuel benefits or yard discounts / services provided beyond pro-rata entitlement under the Freedom Berthing / Berthing Plus Otium / Standard Berthing Package scheme (will be charged at the current daily visitor berthing rate or fuel and yard services charges as the case may be. Where hardstanding has been taken in redemption of Freedom Berthing / Berthing Plus Otium / Standard Berthing Package benefits beyond pro-rata entitlement, the Company reserves the right to charge these services at the prevailing rate.

**Probate**

The Company shall require any executor seeking a refund on behalf of an Owner's estate to provide the Company with a sealed grant of probate identifying the executor's authority to administer the Owner's estate before any refund under this Policy is made.

# CODE OF CONDUCT

This marina (the "premises") is private land under the control of Marina Developments Limited (MDL). Access to the premises is provided to lawful visitors on the condition that this code of conduct (code) and the MDL Marina rules and regulations are complied with at all times. MDL Marina rules and regulations can be viewed at the marina office or at [www.mdlmarinas.co.uk](http://www.mdlmarinas.co.uk)

## Behaviour

At all times you must act lawfully and with respect and consideration for all other persons in the Marina, including MDL staff. When referring to MDL Marinas, our services or any marina/holiday/fitness location online via social media, online forums or website your post must be accurate and state all the relevant facts related to the particular matter. You must not deceive or mislead any person or infringe any copyright, database right or trademark of any other person.

Behaviour that is considered unacceptable includes, but is not limited to:

- Physical or verbal abuse (including discriminatory language);
- Violent, threatening or aggressive behaviour;
- Harassment of others (whether verbally or in writing) and including by social media or other electronic means;
- Misleading other customers or potential customers, whether intentionally or unintentionally;
- The use of illegal drugs and/or the excessive consumption of alcohol;
- Failure to follow the directions of MDL staff;
- Any behaviour which is likely to constitute a criminal offence.

If MDL consider that a breach of this code has occurred, MDL may take such action as we deem appropriate. MDL reserves the right to require you to leave the premises at any time.

## Property

Any Property not belonging to you must not be used, damaged, or unreasonably interfered with. You must not board any vessel in the Marina unless you have the express consent of the owner of the applicable vessel.

## Marina facilities

Marina facilities must be used with reasonable care and with consideration for the facilities and other users. Marina facilities must only be used for the purpose for which they are provided.

The use of some facilities may be restricted to certain MDL customers and tenants and their guests. Unless you have express permission to use a facility, you are not permitted to use that facility.

Where MDL requires a fee to be paid for the use of certain facilities, these charges must be paid in full and in accordance with the Marina Rules and Regulations.

## Notices and directions by MDL

Public notices displayed in the Marina and lawful directions given by MDL must be complied with in full. Lawful directions given by MDL (verbally or otherwise) relating to safety, your property or your conduct in the Marina must be complied with immediately and without exception.

## Moorings, pontoons and safety.

You are shall not pump any black water into the Marina from any vessel you are visiting. Black water is the wastewater from toilets. Breach of this regulation constitutes a breach of local authority regulations for which a maximum fine of £2000 per occasion may be imposed.

The waterside can be a hazardous environment. You must take all reasonable precautions and use common sense to ensure your safety and the safety of others within the Marina. Such steps include, but are not limited to:

- Moving carefully on pontoons and in waterside areas, always paying close attention to potentially hazardous conditions and circumstances, this includes the wearing of a life jacket where appropriate;
- We strongly recommend that all USERS wear a lifejacket at all times whilst on the pontoons, please consider your safety and that of others and in particular children;
- Promptly reporting to MDL any hazards or conditions which are likely to pose a danger to you or other visitors to the Marina;
- Making full and proper use of appropriate lifesaving or safety equipment when on or around the water;
- Using any vessel or vehicle only in a manner which will not endanger any person or property;
- Not entering restricted areas within the Marina and/or Boatyard;
- Keeping control of pets, children and / or vulnerable persons in your care;
- Proper and adequate maintenance of your property / property under your control to ensure it does not pose a hazard to other property or persons and that all licenses and safety certificates for your property are up to date and compliant;
- Complying with Marina Rules and Regulations (where appropriate) and directions.

MDL reserves the right to require you to leave the premises at any time for breach of this code or for any other reason and, thereafter, to refuse re-entry for any period. If required to leave for any reason, you may not re-enter upon the premises without first obtaining MDL's express permission.

Breach of this code by Freedom Berthing Agreement holders may result in their berthing agreement being terminated by MDL.

Determination as to whether the provisions of this code have been complied with will be at the sole discretion of MDL. MDL reserve in full their right to pursue any civil claim or criminal prosecution which may be appropriate following any breach of this code.

In this code, references to MDL includes MDL directors, officers, agents, staff, and employees.