

MARINA REGULATIONS

PREMIER MARINAS

1. GUIDE TO THE MEANING OF THE WORDS USED IN THESE REGULATIONS.

- 1.1 Defined terms:
- 1.1.1 "Company" means Premier Marinas Ltd, its subsidiaries, its staff and agents;
- 1.1.2 "Marina" means all the property, land and water under the control of the Company including (where applicable) but not limited to the marina basin(s), pontoons, piles, waiting pontoons in approach channels, trot moorings, fairways, locks, all roads, bridges, pathways, car parks, boat parks and premises;
- 1.1.3 "Marina Basin" means the area(s) of water in the Marina;
- 1.1.4 "Boat" means any Boat or its gear and equipment;
- 1.1.5 "Owner" means any person who owns or has the control of any Boat or Vehicle in the Marina;
- 1.1.6 "Person" means any person, firm, company or other legal entity;
- 1.1.7 "Regulations" means these regulations or as amended from time to time;
- 1.1.8 "User" means any person entering or using the Marina for any purpose
- 1.1.9 "Vehicle" means any vehicle or trailer;
- 1.2 Entry into the Marina by any means or for any purpose entails acceptance and compliance with the Regulations and all bye-laws affecting the Marina.
- 1.3 Users agree to leave the Marina at the request of the Company if they fail to comply with these Regulations or bye-laws.
- 1.4 Words expressed in the singular will include the plural and vice versa. Words citing the masculine will include the feminine and vice versa.
- 1.5 The headings in these Regulations do not affect their interpretation.
- 1.6 Use of and navigation to and from the Marina is at all times subject to orders made by the relevant Harbour Master. Users must at all times, observe and comply with such orders, regulations, bye-laws and other requirements that may be administered or issued by the local Harbour Master, the powers exercised by the Harbour Masters, Council and Authorities are outside the Company's control. For reference the following jurisdictions apply:
- a Brighton Marina – Brighton Marina Company Limited ("BMCL") and other competent authorities, for more information and updates visit brightonmarina.co.uk.
- b Chichester Marina – Chichester Harbour Conservancy

and other competent authorities, for more information and updates visit www.conservancy.co.uk.

- c Eastbourne Marina (Sovereign Harbour)
- d Falmouth Marina – Falmouth Harbour Master, Carrick District Council, Truro Harbour Authority and other competent authorities. Details available from Falmouth Harbour Commissioners in Arwenack Street, Falmouth and www.falmouthport.co.uk.
- e Gosport Marina and Port Solent Marina – Queens Harbour Master, Portsmouth City Council and other competent authorities. For information and updates visit www.qhmportsmouth.com.
- f Noss on Dart Marina – Dart River Harbour Master and other competent authorities. For information and updates visit www.dartharbour.org.
- g Southsea Marina – Langstone Harbour Master and other competent authorities. For information and updates visit langstoneharbour.org.uk.
- h Swanwick Marina – Hamble River Harbour Master and other competent authorities. For information and updates visit www.hants.gov.uk

2. PAYMENTS AND POWER OF SALE

- 2.1 Owners must promptly pay the Company all amounts due in respect of their Boats and Vehicles at the Marina.
- 2.2 Where an Owner fails to make a payment to the Company on the due date then, without prejudice to any other right or remedy, the Company is entitled to:-
- 2.2.1 Suspend the provision of any services to the Owner;
- 2.2.2 Retain possession of a Boat, Vehicle or property of the Owner pending payment of all sums due to the Company, including any interest that may be due on late payments.
- 2.2.3 Allocate any payment made by the Owner as the Company may see fit.
- 2.2.4 Charge the Owner interest (both before and after any judgement) on any amount unpaid, at the rate of 2% per annum above the HSBC Bank PLC base rate from time to time calculated on a daily basis.
- 2.3 Boats and Vehicles left at the Marina are subject to the Torts (Interference with Goods) Act 1977 which confer on the Company a right of sale of those Boats and Vehicles.
- 2.4 The Company reserves the right to arrest a Boat through the Admiralty Court to recover a debt or damages.
- 2.5 Any costs involved in any legal action will be recovered from the Owner.

3. SAFETY AND MANAGEMENT

- 3.1 Owners must ensure that:
- 3.1.1 Boats are propelled by engine in the Marina. Under no circumstances should Boats be propelled by sail or by oar in the Marina.
- 3.1.2 Boats manoeuvring in the Marina are subject to a maximum speed of 5 Knots and they should not cause wash and/or endanger or cause nuisance to other Users, Boats or Vehicles.
- 3.2 Each User is responsible for checking at all relevant times that there is sufficient water for access to and exit from the Marina for their Boat and must proceed and navigate with due care at all times, being reliant on good seamanship and in accordance with any navigational signs, signals and directions that may be authorised by the Marina Manager, or any competent authority including those listed in 1.6. Particular attention must be paid to current Notices to Mariners, available on request from the Marina Reception, at premiermarinas.com or obtained from the Maritime Coast Guard Agency (the "MCA"). MCA website: www.mca.gov.uk.
- 3.3 For marinas accessed via a lock:
- 3.3.1 The lock gates permitting navigation to and from the Marina Basin will be operated by the Company in accordance with the times posted at the Marina Reception and on the Company website: www.premiermarinas.com. The Company is under no obligation to operate the lock gates outside those times. In the event of adverse tides, weather conditions or other situations outside of the Company's reasonable control, the publicised times may be amended and notice of any such circumstances will be given when practical so to do. The Company may also from time to time carry out maintenance, repairs or replacements to the lock or its ancillary equipment and in these instances reasonable notice will be given and details posted at the Marina Reception and on the Company website. Every effort will be made to minimise inconvenience to Users.
- 3.3.2 Users of the lock must at all times comply with the instructions of the Lock Master.
- 3.4 For marinas accessed via a tidal cill gate
- 3.4.1 Passage in and out of the Marina is possible for approximately 3 hours either side of high water. Boats may enter and leave when a green light shows. Access and egress by any boats is not permitted under any circumstances when a red light is showing. The Company accepts no responsibility for boats not obeying the guidance given by the cill gate traffic lights. If no lights show, boats must wait on their berth or at the outer waiting pontoon. The Company accepts no responsibility for any inconvenience caused to any User due to adverse tides, weather conditions or other situations outside of the Company's reasonable control or for the non-operation of the cill gate or traffic lights, although every effort will be made to minimise inconvenience to Users.
- 3.5 Users must comply with all requests of the Company which in the opinion of the Company contribute towards the safe and efficient running of the Marina. Further information and advice is available at www.premiermarinas.com/about-premier-marinas/health-and-safety. This information should be read in conjunction with these Regulations. The Company will update this resource regularly based on any changes to legislation or industry best practice.
- 3.6 Sailing, sailboarding, fishing, waterskiing and similar activities are not permitted in the Marina and general restrictions will also apply to personal water craft in the Marina.
- 3.7 Swimming and diving are not permitted in the Marina. If the services of a professional diver are required, an Owner must seek the written permission of the Marina Manager prior to engaging the services of that company or person and permission will usually be granted only in the event of an emergency. Professional divers engaged for any purpose within the Marina must comply with the Diving at Work Regulations 1997 and register at the Marina Reception prior to beginning work.
- 3.8 Tenders attempting to gain access to other parts of the Marina must keep clear of the fairways and observe the 'Rules of the Road'.
- 3.9 The Company is under no obligation to provide power

to a berth. The Company may however provide berthed boats with an electrical connection, subject to the availability of power. Owners must not open the electrical boxes provided by the Company or tamper with the electrical supply or electrical equipment supplied by the Company at the Marina. The Company reserves the right to charge the Owner the full daily cost of supplying the electricity together with the cost of any repairs and re-testing necessitated by such tampering. In the event of such tampering the Company accepts no responsibility for any loss, damage or injury caused (except for death or injury caused by the Company's negligence).

3.10 Luggage trolleys should only be used for their intended purpose. Trolleys must not be used for storage purposes on jetties or pontoons. Riding in the trolleys is forbidden. Used trolleys must be returned in good condition either to the landward end of the pontoons or to the designated storage area. Trolleys must not be left where they can present an obstruction or hazard.

3.11 No one other than an Owner, an Owner's crew member or invited guests is allowed access to any of the pontoons or to the boatyard.

3.12 Water (where available) is provided from standpipes which can be used by Owners. Owners will need to provide their own hose and ensure this is disconnected and removed after every use. The hose must be fitted with a trigger gun. Unless explicitly stated, water from standpipes should not be considered safe drinking water.

4. NUISANCE

- 4.1 Users at the Marina undertake not to operate noisy, noxious or objectionable engines, radios or other apparatus or machinery so as to cause any nuisance, annoyance, damage or inconvenience to the Company, Marina Users or residents at or near to the Marina. Users also undertake not to cause nuisance, annoyance, damage or inconvenience by excessive noise or inappropriate conduct. Owners must secure halyards and other loose rigging so as not to cause such nuisance or annoyance.
- 4.2 No obstruction shall be caused or be permitted to be caused on any of the access roads, pontoons, passageways, car parks or boat parks of the Marina.

5. DISCHARGE OF REFUSE AND EFFLUENT

- 5.1 No chemical, sea toilet or other toilet shall be discharged on or into the Marina.
- 5.2 No refuse shall be thrown or permitted to fall overboard or be left on the pontoons, jetties or car parks or disposed of on or into the Marina. No oil, petrol, tar, paint or other noxious or harmful substance or material should be discharged on or into the Marina. Users must immediately notify the Company should this occur.
- 5.3 Where the Marina has provided an appropriate receptacle, such substances may be disposed of, where a receptacle is not provided, Users must dispose of such substances away from the Marina at a suitably licenced collection point.
- 5.4 The User will be liable for any costs incurred by the Company rectifying damage caused by incorrect disposal of any refuse or liquid on or into the Marina.
- 5.5 Animals at the Marina must be kept under control. Dogs must be kept on leads at all times except where on a Boat or in a Vehicle. Animals should not be left unattended in Vehicles parked at the Marina. The Company reserve the right to gain entry into any vehicle if animals are found contained therein and call the RSPCA if an animal is in distress, out of control or posing a threat at the Marina. Users must ensure that fouling of the Marina by their animals is cleared up and not disposed of on or into the Marina basin.
- 5.6 Users must comply with such steps as may reasonably be required by the Company to ensure the safe and hygienic operation of the Marina. Recyclable materials must be suitably sorted and disposed of in the appropriate Marina receptacle.

6. WORKING PRACTICES

- 6.1 While a Boat is on a berth, permitted work is limited to minor running repairs or minor routine maintenance.
- 6.2 Work on a Boat at the Marina other than that permitted

- by Rule 6.1, requires the prior written consent of the Company. The Company reserves the right to require the Owner to move the Boat to a designated area of the Marina, or a specific berth, before work is carried out.
- 6.3 The Owner must ensure that work carried out on a Boat in the Marina is executed in a safe, workmanlike and tidy manner and does not cause a nuisance or annoyance to others, damage to any Boat, pontoons or Marina equipment. Tools and equipment must not be placed or left on any part of the Marina. Owners must not spill liquids on or into the Marina. Waste materials must be removed by the Owner after work on a Boat. Where appropriate, the Company will charge the Owner for removing any tools, equipment or waste materials and making good any damage to the Marina or Boats or Vehicles in the Marina. Such remedial work will be charged to the Owner at the Company's published hourly rates, details of which are available at the Marina Reception, or alternatively, at the cost charged to the Marina by third party contractors. The Owner will be notified of such costs before any remedial work is carried out if it is practical to do so.
- 6.4 Contractors may not work on a Boat for reward without the Company's permission. This permission will only be given only to resident contractors and to offsite contractors registered with the Company. Such contractors should demonstrate their competence and provide proof of current insurance against potential risks in the sum of at least £5,000,000 (or such sum as the Company deems appropriate to the risk presented). On arrival contractors must report to the Marina Reception with a copy of their insurance documentation.
- 6.5 Boat owners and their contractors are not permitted to climb masts, carry out mast work or unfurl sails when a boat is ashore. Mast work using an independent crane is permitted.
- 6.6 No one is permitted to build any Boat or complete a part-built Boat on any part of the Marina without obtaining the prior written consent of the Company.
- 6.7 No goods, articles or material, including recyclable scrap, is to be stored, stocked, displayed or disposed of on Company land
- 6.8 Ladders used to access boats ashore must be suitable for the task, regularly maintained and secured safely to the boat prior to boarding. When not in use, access ladders must be removed, locked at a low level or secured with a device that will prevent access onto the boat.
- 6.9 Boats coming ashore must remove sails, canvas work and all equipment that would cause unnecessary windage prior to being lifted ashore, unless the Boat is coming ashore for under 14 days between 1st April and 30th September, and you have not been instructed by the Company to remove such items.
- 6.10 Company employees are not permitted to carry out work on Boats except in their capacity as Company employees. The Company accepts no responsibility for work carried out by any employee unless authorised by the Company.
- 7. DINGHY STORAGE, ETC**
- 7.1 When not in use, dinghies, tenders and rafts must be stowed aboard the Owner's Boat. Trailers can only be stored from time to time in designated areas subject to permission being granted in writing by the Marina Manager. If permission is granted, the Owner will be charged at the storage rates published in the Marina Reception. In the absence of such permission, the Company reserves the right to remove and dispose of any such items and will endeavour to give the Owner notice of its intention to do so. All trailers and dinghies must display name of Owner and/or the name of the Owner's Boat.
- 7.2 No items of craft gear, cradles, fittings, equipment, supplies, stores or the like should be left otherwise than upon a Boat (and in particular not upon the pontoons or jetties or in the car or boat parks within the Marina) unless otherwise agreed and confirmed in writing by the Marina Manager. In the absence of such permission, the Company reserves the right to remove and dispose of any such items and where practical will give the Owners notice of its intention to do so.
- 8. FIRE**
- 8.1 All necessary precautions to prevent the outbreak of fire in or upon Boats should be taken. Owners must observe and comply with the fire prevention requirements of the Company. Boats in the Marina may only be refueled at the Company's refuelling pontoon.
- 8.2 No dangerous, flammable, poisonous or noxious substance, spirit, oil or fluid shall be brought to the Marina, except where normally used in connection with Boats. Where such boating substances are brought to the Marina, they should be kept in properly secured spill proof containers and Owners must comply with the Company's requirements relative to such hazardous substances.
- 8.3 Owners are not permitted to have any sort of fire anywhere within the Marina other than in explicitly designated areas. This includes, but is not limited to, open fires, bonfires, campfires, outdoor fireplaces, portable barbeques or any similar fire.
- 9. RIGHT TO MOVE BOATS AND TAKE PHOTOGRAPHY OR VIDEO FOOTAGE**
- 9.1 The Company may from time to time take photography or video that captures scenes on the Marina for promotional purposes. If Owners or Users of the Marina have objections to either themselves or their Boats being photographed, they should make their objections known to the photographer or the Marina Reception and the Company will take reasonable steps to avoid their inclusion in any photographing or filming. However, the Company cannot guarantee that they will not be included on an incidental basis, if this does happen and the particular individual draws this to our attention we will then take all reasonable steps to remove the identifying image
- 9.2 The Company operates CCTV Surveillance Cameras in the Marina for security and safety purposes in accordance with the CCTV Code of Practice and the relevant Data Protection legislation consisting of the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, unless and until the GDPR is no longer directly applicable in the UK and then any successor legislation to the GDPR or the Data Protection Act 1998.
- 9.3 The Company operates CCTV Surveillance Cameras in the Marina for security and safety purposes in accordance with the CCTV Code of Practice and the Data Protection Act.
- 10. NOTIFICATION OF BOAT MOVEMENTS**
- 10.1 Owners of Boats berthed in the Marina must notify the Marina Reception of their intended time of return in the event of the Boat leaving the Marina for a period over 24 hours. Owners are not entitled to the exclusive use of any particular berth.
- 11. KEYS**
- 11.1 Owners must leave duplicates of their Boat keys with the Marina Reception. These keys may be used by the Company to enter or to move a Boat if requested by the Owner or if the Company believes that it is necessary or desirable so to do. Keys will not be released by the Company to third parties without the prior consent of Owners.
- 12. LIVING ABOARD BOATS IS PROHIBITED**
- 12.1 No one is permitted to reside aboard a Boat in the Marina for more than 10 nights per month over a three month period without the Company's prior written consent.
- 12.2 Owners must not hire or rent their Boat to third parties for any residential purpose.
- 12.3 Owners are expressly forbidden from declaring or using their Boat as a principle or main place of residence.
- 13. CONDITION OF BOATS**
- 13.1 Boats must be kept seaworthy, capable of self-propelled movement and in reasonably smart condition. The Company reserves the right to request a Boat's Owner to

- produce a Condition Survey Report. This report should be completed by a qualified professional surveyor at the Owner's expense, and will be required to satisfy the Company that a Boat is capable of self-propelled movement, is structurally sound and poses no threat to safety or safe navigation within the Marina. The Companies request will be in writing and will give reasonable notice to the Owner that the Company may engage a professional surveyor should the Owner fail to do so, any costs incurred in this will be recharged to the Owner.
14. **DISPLAY OF NAME**
14.1 The name of the Boat must be clearly displayed on the Boat and on dinghies, cradles, trailers and other equipment related to the Boat.
15. **MEASUREMENT OF BOATS**
15.1 For all purposes Boat length shall be calculated including all davits, bowsprits, bumpkins, boarding ladders, sterndrives, tenders, outdrives, outboards, rudders, anchors, pulpits and pushpits and any other extension fore and aft of the Boat.
15.2 The Company reserves the right to measure any Boat at any time and to charge the Owner of the Boat additional fees (if appropriate) if the length of the Boat is greater than that notified to it by the Owner
16. **COMMERCIAL USE OF BOATS**
16.1 Subject to Rule 16.2 no Boat shall be used except for personal, non-commercial purposes.
16.2 No Boat or Vehicle may be offered for sale, or for hire, charter or timeshare or be advertised or permitted to be used for such purposes except with the Company's prior written consent which it may at its sole discretion, withhold. For the avoidance of doubt, any Boats used for hire or charter whilst berthed at the Marina may only carry out such operations with the express written permission of the Marina Manager and all such Boats must hold the necessary licences and insurances commensurate with any such activity including certification where required by the Marine Coastguard Authority. (the "MCA"). MCA website: www.mcga.gov.uk.
16.3 Owners are permitted to arrange a private sale of not more than one Boat (such Boat being usually berthed at the Marina) during any period of 12 consecutive months. In the event of such private sale the Owner shall be present at all times during which the Boat is viewed and shall not be permitted to display a "for sale" notice on the Boat whilst at the Marina;
16.4 The Owner must notify the Company of their intention to sell the Boat.
17. **REPORT DAMAGE**
17.1 Users must promptly report to the Company all damage done to the Marina or to any plant, machinery or equipment or situated at the Marina by any Boat or Vehicle or any damage done by any Boat or Vehicle to any other Boat or Vehicle or any alleged defect in the Marina.
18. **MOORING OF BOATS**
18.1 Boats must not be anchored in the Marina or moored in such a way as to cause any obstruction to the Company or any other User.
18.2 Tenders must not be left on vacated berths or left afloat at the bow or stern of the Boat occupying the berth. The Company reserves the right to remove tenders from a vacated berth.
18.3 Boats must only be moored to bollards and equipment designated for such purpose and in such a manner and within berths or such other position as the Company may reasonably require. Owners must provide the necessary warps and fenders for the Boat and Owners are responsible for ensuring that all such warps and fenders are adequate and replaced, maintained and adjusted as necessary. The Company takes no responsibility for any fendering provided and fixed by Users to marina pontoons and such fendering can only be attached with the permission of the Marina Manager. Fenders attached to Boats remain the sole responsibility of the owner of that Boat.
- 18.4 Boats should not be made fast to any other Boat within the Marina without the previous consent of the Company and the Owner or person in charge of the other Boat.
18.5 Should an Owner require Berthing Steps to facilitate boarding and disembarkation from their Boat, written permission must first be obtained from the Marina Manager before Berthing Steps are placed or attached to pontoons or jetties. Berthing Steps will remain the sole responsibility of the Boat Owner and the Company reserve the right to remove any such steps without notice to the Owner if they are deemed inappropriate for the intended purpose or present an unnecessary hazard to Users of the pontoon or jetty.
19. **CAR PARKING**
19.1 A valid berthing licence entitles Owners to park one car at the marina when using their boat or on-site services. This entitlement does not guarantee that a space will be available and spaces will be allocated on a first come first served basis. Additional vehicles can be parked with advanced agreement of the marina manager.
19.2 Owners agree that The Company may record and use the vehicle registration number to calculate any relevant parking charge and to enforce these regulations. This includes the right to request the details of a vehicle's registered keeper from the DVLA.
19.3 Under no circumstances may any Vehicle be parked or left so as to obstruct the roadways, walkways, footpaths, slipways, craneage, access points or any area in the Marina. In default the Company reserves the right to remove any such Vehicle by craneage or towing and to charge the Owner for the cost thereof. The Company shall not be liable to the Owner for any loss, cost or damage suffered or incurred by the Owner where such action is taken.
19.4 No tent, caravan (motor or trailer) or other Vehicle adapted for sleeping may remain on any part of the Marina between the hours of 9.00pm and 9.00am except with the prior written consent of the Company. Owners of any vehicles found in breach of this regulation agree to pay a parking charge of £80 per vehicle, per night.
19.5 Each Owner will notify the Company of the registration number of all Vehicles regularly parked in the Marina car park, and if a Vehicle is likely to remain in the car park for a period of more than 4 consecutive days. No provision can be made for long term parking and any vehicle found to be without a current road fund licence or unsuitable for the public roads, shall be disposed of and any costs incurred by the company in so doing shall be reclaimed from the vehicle's owner.
19.6 The Company reserve the right to charge for car parking in designated areas at any time.
19.7 Boat owners and visitors to boats ashore must not park immediately under, or within 2 metres of a boat's cradle or props; working equipment should ideally be deposited at the boat and vehicles returned to a designated parking area.
19.8 Vehicles are parked at Owners risk, the Company cannot guarantee the security of vehicles and/or their contents.
20. **INSURANCE**
20.1 Boat and Vehicle Owners must maintain at all times hold a suitable policy of insurance in respect of public liability and third party liability in respect of claims for damage to persons and property. In the case of a Boat, such insurance shall be in the sum of at least £3,000,000 (or such greater sum as the Company shall from time to time specify in accordance with the requirements of the Port Authority or other competent authority) in respect of any one claim and each Owner shall produce evidence of such insurance whenever so required by the Company and shall maintain and operate the Boat strictly in accordance with the requirements of such policy.
20.2 Each Owner is responsible for ensuring that every person or company carrying out any works to their Boat is adequately insured and shall reimburse the Company for any loss or expense suffered directly or indirectly by the Company arising out of the carrying out of such work.
20.3 The company requires a record of the current insurer, policy reference number and policy expiry date for every boat in the Marina. Owners must provide the Company

with these details when they change or the policy is renewed. The Company reserves the right to request a copy of insurance certificates to confirm details relate to an active policy.

21. LIMITATION OF LIABILITY AND INDEMNITY

21.1 All Boats, tenders, dinghies and Vehicles are within the Marina at their Owner's risk, except to the extent that any loss or damage to such items is caused by the Company's staff, agents or contractors.

21.2 The Company will not be responsible for losses suffered by Users except those losses which are a foreseeable consequence of the Company's breach of these Rules. The Company's liability shall not (including in respect of any User using the Marina for non-business purposes) include losses relating to any business of the User such as lost profits, lost business, lost anticipated savings or damage to reputation.

Please note: The Company will charge an Owner berthing fees at the Company's prevailing daily berthing rate for any period during which the Owner leaves a Boat at the Marina. This applies even where there is no current berthing licence issued by the Company for the Boat.

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v1.5 November 2020