

## WicorMarine Yacht Haven

### Regulations

Version 2.0 (October 2019)

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#### 1. DEFINED TERMS

**Company** means WicorMarine Ltd, its staff and agents.

**Marina** means all the land and adjacent water owned or controlled by the Company including but not limited to slipways, pontoons, jetties, quays, boatyard, car park, roadways, footpaths, swinging moorings, offices, units and other premises.

**Owner** means any person who owns or has control of any Vessel or Vehicle in the Marina.

**Price List** means the list of prices for services provided by the Company and mooring fees available at the marina office.

**User** means any person entering or using the Marina for any purpose.

**Vessel** means any boat, vessel or its gear and equipment.

**Vessel Length** means the overall length of the Vessel calculated including davits, bowsprits, bumpkins, boarding ladders, stern drives, tenders, outdrives, outboards, rudders, anchors, pulpits, pushpits and any other extension fore and aft of the Vessel, either temporary or permanent.

#### 2. APPLICATION OF THESE REGULATIONS

- 2.1. Every person entering the Marina for any purpose and by any means shall be deemed to agree to and be bound by these Regulations.
- 2.2. Users understand and agree that the Company has the right to require any User to leave the Marina immediately if they act recklessly or unreasonably or fail to observe these or any other applicable laws or regulations.

#### 3. SAFETY AND ENVIRONMENT

- 3.1. Users shall take all steps to be aware of current Health and Safety, Environmental and all other management or control policies in place and any other legal requirements and shall comply with all reasonable instructions of the Company. The relevant Company policies can be obtained from the marina office.
- 3.2. Users should report any dangerous activities or circumstances immediately to the Company.
- 3.3. 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.
- 3.4. Users are to observe the safety signs displayed around the Marina.
- 3.5. Where in place, barriers and safety cones should not be moved by any person other than the Company.
- 3.6. Extra care must be taken in freezing or wet weather conditions as surfaces including walkways, roads and pontoons may be slippery. Care must be taken at all times, especially when climbing on and off Vessels and suitable footwear must be worn at all times.
- 3.7. Jetties, pontoons and walkways should be kept clear of obstruction at all times.

- 3.8. 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 Company 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 office prior to beginning Work.
- 3.9. In the interest of safety, children should wear life jackets on the pontoons and jetty and should be properly supervised at all times.
- 3.10. No fishing is permitted from any jetty, pontoon or Vessel which is moored in the Marina.
- 3.11. All accidents or near miss incidents must be reported immediately to the Company. A first aid kit is available in the marina office, The Paddle Club/Salt Cafe and a portable first aid kit is also available from the boatyard team.
- 3.12. Do not leave trolleys unattended on the pontoons or walkways. Do not ride in trolleys. Please do not use trolleys for transporting heavy materials, firewood or any items that may damage them. Trolleys must be returned to a designated trolley storage area after use.
- 3.13. The Company carries out routine maintenance of the Marina throughout the year. This can be noisy and will often involve metal-cutting, grinding and welding. If Users are concerned about any aspects of works being carried out they should speak directly to management.

#### 4. PAYMENTS

- 4.1. Owners must promptly pay to the Company all amounts due in respect of their vessels and vehicles and any services rendered at the Marina.
- 4.2. The Company is entitled to charge Owners for all services used at the rates detailed on the Price List and otherwise at the prevailing rate.
- 4.3. Owners are responsible for providing the Company with accurate measurements of the Vessel and all charges for moorings, storage and services will be calculated by reference to the Vessel Length. The Company reserves the right to measure the Vessel and charge for any additional length.
- 4.4. 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:-
  - 4.4.1. Suspend the provision of any service to the Owner;
  - 4.4.2. Exercise the rights of sale and detention under Clause 5.
  - 4.4.3. Charge the Owner interest on any unpaid amount, at the rate of 4% above Bank of England base rate.
  - 4.4.4. Allocate any payment made by the Owner as the Company sees fit.

#### 5. RIGHTS OF SALE AND DETENTION

- 5.1. Vessels, Vehicles and any other gear or equipment left at the Marina are subject to the Torts (Interference with

Goods) Act 1977 which confer on the Company the right of sale of those vessels and vehicles. Such sale will not take place until the Company has given notice to the customer in accordance with the Act.

- 5.2. Maritime Law entitles the Company in certain other circumstances to bring action against a Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other property.
- 5.3. The Company reserves a general right ("a general lien") to retain possession of a Vessel, Vehicle or property belonging to the Owner pending payment of all sums due to the Company, including any interest that may be due on late payments.
- 5.4. With reference to Clause 5.3, We reserve the right (after giving you a least 7 days written notice) to secure the Vessel or remove the Vessel from its mooring and place it under our control ashore. You agree to be responsible for the Company's costs in taking these steps. The cost of lifting and storage ashore are set out in the Price List.
- 5.5. The Owner will be responsible for any legal costs incurred by the Company arising out of this Clause.

## **6. MANAGEMENT**

- 6.1. The Owner acknowledges and agrees that the Company shall have the right without prior notice to require the Owner to move and re berth the Vessel and shall itself have the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Marina.
- 6.2. The Company reserves the right without prior notice to board and enter the Vessel (by force if necessary) to carry out any necessary actions or emergency work on the Vessel, if such action or work is reasonably necessary for reasons of safety, security, and emergency or to prevent or stop a nuisance. The Owner shall pay on demand the Company's reasonable charges and expenses for such work.
- 6.3. The Company reserves the right to board vessels which it believes to be abandoned in order to ascertain ownership and ensure the safety and security of both the vessel and crew.
- 6.4. Owners must leave a duplicate set of keys for the Vessel with the marina office. These keys may be used by the Company to enter or to move a vessel if requested by the Owner or the Company believes that it is necessary or desirable to do so. Keys will not be released by the Company to third parties without the prior consent of the Owner.

## **7. VESSEL MOVEMENTS**

- 7.1. Vessels manoeuvring in the Marina are subject to a speed limit of 5 Knots and they should not cause wash and/or endanger or cause nuisance to other Users.
- 7.2. The Company cannot guarantee the depth of water within the Marina will be sufficient to enable vessels to navigate safely to, from and within the Marina. Owners are responsible for checking at all relevant times that there is sufficient depth of water for safe navigation.
- 7.3. The Vessel shall be berthed or moored by the Owner in such a manner and in such a 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 Vessel is properly and safely secured and attached to the

Mooring at all times. In particular it is the responsibility of the Owner to check the security of warps and fenders and to replace them when necessary. If at any time it becomes necessary for the Company to tend to the Vessel's warps or fenders, the Company reserves the right to charge the Owner labour at the rate in the Price List along with the cost of any warps and fenders provided by the Company.

## **8. INSURANCE**

- 8.1. Owners shall be obliged to maintain adequate insurance including third party liability cover for not less than £3,000,000, and cover against wreck removal and salvage, and, where appropriate, Employers' Liability cover to at least the statutory minimum. Owners shall be obliged to produce evidence to the Company of such insurance within 7 days of a request to do so.

## **9. SECURITY**

- 9.1. No unauthorised person shall enter the Marina without permission of the Company.
- 9.2. All visitors, contractors and agents must report to the marina office and sign in and out. In the event the office is closed, please call 01329 237112.
- 9.3. Users are encouraged to take an active role in promoting the security of the Marina. Report suspicious activity, thefts etc to the Company.
- 9.4. The main jetty gate must be kept closed at all times.

## **10. PREVENTION OF FIRE**

- 10.1. All necessary precautions to prevent the outbreak of fire in or upon vessels should be taken. In Particular:
  - 10.1.1. The Owner shall provide and maintain at least one fire extinguisher onboard the Vessel, which is approved and manufactured to EN3 standards for portable fire extinguishers, and ensure it is fit for purpose for the vessel and ready for immediate use in case of fire.
- 10.2. No dangerous, flammable, poisonous or noxious substance, spirit, oil or fluid shall be brought into the Marina, except where normally used in connection with boats. Where such boating substances are brought into the Marina, they should be kept in properly secured spill proof containers.
- 10.3. The Company provides a red diesel pump and where fuel is required to be transferred in portable containers, the Company reserves the right to refuse the use of any container deemed unfit for the purpose.
- 10.4. Petroleum must be stored and transported in accordance with UK Legislation.
- 10.5. In the event of a Fire, all Users should proceed to the fire assembly point (by the gantry in the yard) without delay and follow the direction of any representative of the Company.
- 10.6. This is a No Smoking site. No smoking or naked flames are allowed in the office, workshops, boat shed or any other building in the Marina.

## **11. NUISANCE**

- 11.1. Users at the Marina undertake not to operate noisy, noxious or objectionable engines, radios or other apparatus of machinery so as to cause any nuisance, annoyance, damage or inconvenience to the Company, Marina users or residents at or near to the Marina.
- 11.2. Users undertake not to cause a nuisance, annoyance, damage or inconvenience by excessive noise or

inappropriate or reckless conduct. The Company reserves the right to ask Users to leave the Marina immediately.

- 11.3. Owners must secure halyards and other loose rigging so as not to cause a nuisance or annoyance to other Users.
- 11.4. Generators must not be used between the hours of 18:00 and 08:00.
- 11.5. Animals may only be brought into the Marina on the condition that they are at all times kept under the control of the Owner.
- 11.6. Dogs should be kept on a lead at all times within the Marina and fouling and excessive barking will be deemed a nuisance.
- 11.7. The Owner shall not erect any washing line on the Vessel or within the Marina or allow any washing to be displayed on the exterior of the Vessel.
- 11.8. No obstruction shall be caused or be permitted to be caused on any of the access roads, pontoons, jetty, passageways, car parks or yard areas of the Marina.

## **12. PERMITTED WORKS AND CONTROL OF CONTRACTORS**

- 12.1. No work on any Vessel is allowed without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the Owner.
- 12.2. All contractors and subcontractors and those working on vessels must be registered with the company and:-
  - 12.2.1. Must be competent and trained.
  - 12.2.2. Must hold current 3rd party liability insurance for a minimum of £5 million.
  - 12.2.3. Must report to the marina office and sign in and out. In the event the office is closed, please call 01329 237112.
  - 12.2.4. Must provide for inspection upon request by the Company copies of certificates, permits, insurances, risk assessments and method statements.
  - 12.2.5. Work must take place during normal working hours (7am - 6pm).
  - 12.2.6. All waste materials shall be cleared daily and deposited in suitable receptacles and removed from the Marina.
- 12.3. 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 Vessel. The Owner 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.
- 12.4. The following activities will not be permitted without first obtaining a work permit and the Company reserves the right to refuse to grant a work permit at its sole discretion and a charge may be levied:
  - 12.4.1. Welding, cutting or any hot works
  - 12.4.2. Grinding or sanding any material
  - 12.4.3. Spraying of any type of paint or other substance
  - 12.4.4. Sand, grit or slurry blasting
- 12.5. No person is permitted to go aloft or ascend a mast while the Vessel is ashore, unless evidence of satisfactory insurance, risk assessments, method statements and competency can be provided to the Company on request.

- 12.6. All persons are to wear appropriate safety clothing and personal protective equipment (PPE) while working in the Marina.
- 12.7. All equipment used to build, maintain or repair vessels must be operated by a trained a competent person and be properly maintained, inspected and in a safe working condition.
- 12.8. If you are planning to have your antifouling removed by a blasting contractor please contact the marina office in advance.

## **13. PLANT & MACHINERY**

- 13.1. All Users must stay well clear, not less than 15 metres distance, from any boat lifting and moving machinery while in operation and should at all times follow the direction plant operator.
- 13.2. Only trained and competent employees of the Company are authorised to operate the Company's plant and equipment.
- 13.3. No person, contractor or company is permitted to bring into the Marina hired plant without the prior written permission of the Company.

## **14. RULES FOR VESSELS ASHORE**

- 14.1. All headsails must be removed prior to a vessel being lifted to come ashore. If the Owner fails to remove the necessary sails, the Company reserves the right, in order to prevent operational delays, to board and remove the Vessel's headsails and the Owner will be responsible for paying for labour charged at the rate shown on the Price List. The Company may also require the Owner to remove other sails or canvas prior to being lifted.
- 14.2. Vessels stored ashore should not be used for overnight accommodation.
- 14.3. Owners must ensure that ladders used to access vessels ashore are identifiable (i.e. marked with either the name of the Vessel or Owner), suitable for the task, regularly maintained and secured safely to the vessel prior to boarding. When in use, the top of the ladder must extend at least 1 metre above deck level. When not in use, ladders must be removed, locked at a low level or secured with a device that will prevent unauthorised use or access onto the vessel. Do not lock ladders to shores or stands. Unidentifiable and unsecured ladders will be removed by the Company and disposed of.
- 14.4. The use of ladders is not permitted as a repeated means of access to the deck of any vessel which measures 3.5 metres or more above ground level. Other forms of access such as scaffold towers must be used over this height. The position and erection of such structures must be discussed with and approved by the Company. The Owner must ensure that any erected structure is safe and suitable for use.
- 14.5. Storage of gas or petrol aboard any boat whilst ashore is strictly prohibited.
- 14.6. All seacocks (except cockpit drains) must be turned off whilst the Vessel is ashore. Do not start any engine, or generator or any other machinery on the vessel while the vessel is ashore without the prior permission of the Company.
- 14.7. The moving of shores, boat stands and other supporting structures is strictly forbidden. Please ask the Company if you require shores or stands to be repositioned.

- 14.8. Areas around vessels must be kept safe and tidy and clear of trip hazards at all times.
- 14.9. Before departing the boatyard, the area beneath the vessel is to be thoroughly cleaned and any waste appropriately disposed of by the Owner. Boat gear, equipment, tools and other kit must not be stored under the Vessel.
- 14.10. Trailers and cradles should not be left without the permission of the Company and will be subject to a storage charge.
- 14.11. The following rules apply when boarding a Vessel stored ashore:
- 14.11.1. Do not create any violent movements or vibration as this may effect the stability of the shores.
- 14.11.2. Do not discharge any form of waste or foul water from the Vessel.
- 14.11.3. Do not use cookers or any other form of naked flame on the Vessel.
- 14.11.4. Do not allow children on the side or foredeck.
- 14.11.5. Where possible, ensure there are two means of escape out of the boat - i.e. access out through the forward hatch and through the main hatch.
- 14.12. It is the Owner's responsibility to ensure the Vessel is ready for launching by the agreed launch date and the Company will be obliged to move boats without notice and charge the Owner accordingly if they are blocking access to vessels behind that are ready to launch.
- 14.13. All movement of Vessels using the hoist or other plant and equipment is chargeable at the rates advertised on the Price List.

## 15. WASTE DISPOSAL

- 15.1. No refuse shall be thrown or be permitted to fall overboard or be left on the pontoons, jetty or carpark or any other part of the Marina.
- 15.2. All general waste should be disposed of as directed by the Company in the bins provided. Larger rubbish must be disposed of at the local amenity tip or otherwise in an appropriate and safe manner. The nearest Household Waste Recycling Centres are in Paulsgrove (Port Solent) and Segensworth.
- 15.3. No oil, petrol, paint or other noxious or harmful substance or material should be discharged into the Marina. Users must immediately notify the Company should this occur.
- 15.4. Batteries, fire extinguishers, flares and any other hazardous materials must not be disposed of in the general waste bins. These items should be removed from site and disposed of in the correct manner.
- 15.5. Waste oil should be deposited in the dedicated waste oil tank located in the refuse area/bin enclosure.
- 15.6. We do not operate a pump out facility for black water waste. However, you are advised to install a holding tank and means of pumping out. The nearest facilities for pump out are at Gunwharf Quays and Port Solent.
- 15.7. Do not under any circumstances pump out bilges where there is a risk of pollution.

## 16. ELECTRICAL SUPPLY

- 16.1. Electricity (where applicable) is provided subject to the following terms and conditions:
- 16.1.1. Use of electrical sockets is subject to prior permission and conditions.

- 16.1.2. In-line meters are not compatible with electric pods and must not be used.
- 16.1.3. Electricity provided subject to fair and reasonable use.
- 16.1.4. The Company cannot guarantee continuous supply as power cuts and breakdowns are not within its control.
- 16.1.5. Connectors and cables not supplied by the Company must be of proper manufacture, regularly inspected and meet UK approved standards.
- 16.1.6. Any joins in cables and connections must be entirely waterproof. Plastic bags are not suitable means to protect sockets and joins from water ingress.
- 16.1.7. If you are permanently connected, your lead should have a lockable plug. These can be obtained from the marina office.
- 16.1.8. Overloading will cause trips to activate and reconnection may not be possible outside of the marina office's opening hours.
- 16.1.9. Supply is provided to and for the boat only.
- 16.1.10. Electricity is payable in advance using smart card.
- 16.1.11. Electrical sockets should not be used for charging electric cars.

## 17. VEHICLES AND PARKING

- 17.1. Vehicles are subject to a speed limit of 5 MPH and should manoeuvre with caution due to the operation of plant and machinery within the yard and vessels blocked off.
- 17.2. You must not park in a manner that blocks access to any vehicle, plant or machinery, building, walkway, road or slipway.
- 17.3. All vehicles must display an appropriate parking permit.
- 17.4. Keys must be left with the marina office if a car is left for more than 24 hours during the week (Monday to Friday). Car keys left in the office which need to be collected outside of office hours can be left in a secure key safe. You will be issued with a unique access code to retrieve your keys on your return.
- 17.5. Caravans and camper vans are not permitted in the Marina without the written permission of the Company. Large vans or commercial vehicles must be parked in the area designated by the Company.

## 18. PHOTOGRAPHY

- 18.1. The Company may from time to time take photography or video that captures scenes of the Marina for promotional purposes. If Users of the Marina have objections to either themselves or their Vessel being photographed they should make their objections known to the photographer or the Company and the Company will take reasonable steps to avoid their inclusion. 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 take all reasonable steps to remove the identifying image.
- 18.2. The Company operates CCTV Surveillance Cameras in the Marina for security purposes.

## 19. GENERAL

- 19.1. All items, vehicles and equipment are stored on site strictly at the Owner's risk.
- 19.2. We work hard to make WicorMarine Yacht Haven a clean and tidy Marina and all Users agree to help and maintain this standard.

- 19.3. Owners shall at all times ensure the Vessel is kept in a good, clean, structurally sound and seaworthy condition (whether ashore or afloat).
- 19.4. The name of the Vessel must be clearly displayed on the Vessel and all tenders, cradles, trailers and other equipment related to the Vessel.
- 19.5. Owners are not permitted to live aboard their vessel.

## 20. BYELAWS

- 20.1. All Users of the Marina and Portsmouth Harbour are to comply with the published Bye Laws.
- 20.2. Queen's Harbour Master Portsmouth require all vessels regularly using the moorings to display on their port side quarter a unique identification sticker which will be provided by the Company.



### WicorMarine Yacht Haven

#### Mooring and Storage Ashore Agreement - Refund Policy

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##### **CANCELLATION OF BERTH**

An Owner may cancel their Mooring and Storage Ashore Agreement at any time, subject to one month's written notice being provided to the Company.

If the Owner terminates the Agreement in this way, the Company will charge a fee for the period of occupation which will be the lower of:

1. The total number of days of occupation of the mooring (including notice period) charged at the monthly mooring rate; or
2. The total premium set out in the Agreement

The monthly mooring rate is published in the Price List.

For those Owners paying their Agreement by standing order instalments, any debit balance after applying the monthly mooring rate published in the price list is chargeable.

Owners will be provided with a statement of the balance on their account (credit or debit) within 14 days of written notice being received.

Owners should not cancel their standing order payments pending receipt of such a statement. Appropriate and

proper adjustment to your account will be made by either refund or settlement by cash / card / cheque / BACs payment.

If the termination of the Mooring and Storage Ashore Agreement is within one month of the start date, you will be charged a minimum of one full month at a rate pro-rata to the original contract price. In this event, any deposit paid to secure a mooring or space in the yard will also be forfeited.

##### **TRANSFER OF BOAT OWNERSHIP**

In the event that an Owner sells or transfers ownership of the Vessel during the term of the Mooring and Storage Ashore Agreement, whereby the new owner wishes to continue to berth the Vessel at the Marina, the Company may agree at its sole discretion to enter into a new agreement with the new owner. The Company will not make any charge to administer this change. All accounts in relation to the Vessel up to the date of transfer must be settled. The new owner will be required to sign a new Mooring and Storage Agreement for the remaining term and settle all accounts from the date of transfer to the end of the Agreement.