



BERTHING, MOORING AND/OR STORAGE ASHORE LICENCE FOR VESSELS AT TOLLESBURY MARINA AND BOATYARD

GENERAL CONDITIONS

1. DEFINITIONS

Where the following words appear in these Conditions, the Berthing Licence and the Company's Regulations they shall have these meanings:

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

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

Berthing Licence: means the berthing licence entered into by the Company and the Owner.

Company: shall mean Tollesbury Marina Ltd with the Company number 00996247 or any of its Agents to whom the application for berthing is made which may be one or more of its associated companies, concessionaires, tenants and assignees for the operation of the boat repair yard, brokerage or other harbour facility.

Commencement Date: means the date specified in the Berthing Licence.

Conditions: means the terms and conditions set out herein.

End Date: means the end date specified in the Period of Licence granted in the Berthing Licence.

Harbour: shall include a yacht harbour, marina, mooring or any other facility for launching, navigating, mooring or berthing a vessel.

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

Licence: means the Berthing Licence and these Conditions taken together.

Owner: means the person or entity named on the Berthing Licence and shall include any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the Company.

Period of Licence: means the length of time for which an Owner is licensed to use a Berth at the Harbour or the Premises.

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

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

Regulations: means those regulations (if any) made by the Company as may be amended from time to time in accordance with clause 15, which the Company in its absolute discretion, considers necessary to enable the Company or those using the Premises to comply with applicable legal requirements or for the safety or security or good management of the Harbour and Premises.

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

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

Website: means the website of the Company from time to time, currently <https://www.tollesburymarina.com>

2 THE LICENCE

- 2.1 Berths at the Harbour or Premises shall be licensed for the Period of Licence as specified in the Berthing Licence and at the rates of charge from time to time published by the Company at its Premises and/or on its Website and/or by any correspondence between the Owner and the Company and which are in force at the commencement of the Licence. The Company reserves the right to increase prices during the term of a Licence at its sole discretion and the prices for the forthcoming calendar year will be published on 1 March of the current year, thereby giving the Owner 30 days' notice of any such price increase.
- 2.2 The Licence will commence on the Commencement Date and will continue thereafter unless terminated pursuant to Clause 8 or 9 of these Conditions.
- 2.3 Unless an End Date is specified in the Berthing Licence, this Licence shall continue for successive periods of one year's duration on the same Conditions, beginning on the anniversary each year of the Commencement Date, unless terminated sooner by the Company or by the Owner in accordance with Clause 8 or 9 respectively. The Owner may give notice in accordance with Special Condition 12 that he wishes to renew the Licence, which the Company can, in its sole discretion, decide to accept or reject.
- 2.4 Should an Owner fail to sign and return a copy of the Berthing Licence within 30 days of the issue date, he shall nonetheless be deemed to have given full acceptance to and be bound by the Conditions of the Licence.
- 2.5 The Owner shall not permit anyone to use their Vessel as a primary residence under any circumstances. Vessels should not be resided upon for longer than a period of 30 days per stay and for the avoidance of doubt, for no longer than 150 days in each calendar

year. Should an Owner be found to be in breach of this clause 2.5, the Company shall be entitled to charge the Owner a 50% uplift of the annual Licence fee and which will be invoiced for immediate payment to the Company.

2.6 The Owner must pay all amounts due to the Company promptly and as specified in any invoice.

3 LIABILITY, INDEMNITY AND INSURANCE

- 3.1 The Company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control, (such as extreme weather conditions, government action or legislation, the actions of third parties not employed by it or any defect in any part of a customer's or third party's Vessel) or for any other losses suffered by an Owner. This extends to loss or damage to Vessels, gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Premises or the Harbour and/or using any facilities or equipment. Nothing in this Licence shall exclude the Company's liability for death or personal injury caused by its negligence or any other liability the exclusion of which is prohibited by law.
- 3.2 The Company shall take all reasonable steps to maintain security at the Premises, and to maintain the facilities at the Premises and in the Harbour in reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on the part of the Company, Vessels, dinghies, tenders, trailers, rafts, gear, equipment or other goods are left with the Company at the Owner's own risk and Owners should ensure that they have appropriate insurance against all relevant risks.
- 3.3 The Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless it shall have been expressly engaged to do so by the Owner on commercial terms. Similarly, the Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident for which the Company is not responsible. However, the Company reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so it shall be entitled to charge the Owner concerned on a normal commercial charging basis and, where appropriate, to claim a salvage reward.
- 3.4 Owners may themselves be liable for any loss or damage caused by them, their crew or their Vessels and they shall be obliged to maintain adequate insurance including third party liability cover for not less than £3,000,000, and, where appropriate, Employers' Liability cover to at least the statutory minimum. The Owner shall be obliged to produce evidence to the Company of such insurance within 7 days of being requested to do so by the Company. The Owner warrants, represents and undertakes to the Company that the Owner has or will for the duration of the Period of Licence have in place the insurance (against the risks and in the amounts) described in this clause 3.4 and agrees to indemnify and keep indemnified the Company at all times against all losses, liabilities, costs, expenses, claims and damages of any kind it may suffer or incur as a result of a breach of this clause 3.4 by the Owner.
- 3.5 The Owner shall, and shall procure that his crew and/or members of his family comply with all applicable laws when using the Company's Harbour and Premises.

4 CHANGE OF DETAILS

- 4.1 The Owner must notify the Company in writing, details of the Owner's home address. This address must be different address to the address of the Harbour. The Owner shall be obliged to produce evidence to the Company of such home address with 7 days of a request to do so.
- 4.2. The Owner must notify the Company in writing of the details of any change of names of the Vessel or change of address or telephone number of the Owner.

5 BERTH ALLOCATION

- 5.1 The physical layout of the Harbour and Premises and the varying needs and obligations of the Company and its customers requires that the Company shall retain absolute control of Berth allocation within the Harbour and Premises. Accordingly, the Owner shall not be entitled to the exclusive use of any particular Berth but shall use such Berth as is from time to time allocated to him by the Company.

6 PERSONAL NATURE OF THE LICENCE

- 6.1 This Licence is personal to the Owner and relates to the Vessel described in the Berthing Licence. It may not be transferred or assigned to a new Owner or to a different Vessel, temporarily or permanently, without the express written consent of the Company.
- 6.2 Within 7 days of any agreement for the sale, transfer or mortgage of a Vessel subject to this Berthing Licence the Owner shall notify the Company in writing of the name, address and telephone numbers of the purchaser, transferee or mortgagee, as the case may be.

7 USE OF BERTH BY COMPANY WHEN VACANT

7.1 The Company shall have the use of the Berth when it is left vacant by the Owner at the Company's sole discretion.

8 TERMINATION

8.1 The Company shall have the right (without prejudice to any other rights in respect of breaches of the terms of this Licence by the Owner) to terminate this Licence in its sole discretion by giving two weeks' written notice (including notice by email) to the Owner of its decision to terminate this Licence or, in the event of any breach by the Owner of this Licence, including for the avoidance of doubt any non-payment of any fees due to the Company by the Owner, in the following manner;

8.1.1 Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company, and/or of the Company's customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time specified by the Company. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property the time specified for remedy may be immediate or extremely short. If the Owner fails to effect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him to remove the Vessel from the Harbour or Premises immediately (a "Termination Letter").

8.1.2 If the Owner fails to immediately remove the Vessel on termination of this Licence (whether under this clause 8 or otherwise), the Company shall be entitled:

8.1.2.1 to charge the Owner at the Company's 24-hour rate for overnight visitors for each day between termination of this Licence and the actual date of removal of the Vessel from the Harbour and Premises and/or

8.1.2.2 at the Owner's risk (save in respect of loss or damage caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Harbour and Premises and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative berthing fees.

8.2 The Owner will be responsible for all the Company's legal costs should a solicitor be required to draft a Termination Letter and any further legal costs in serving and enforcing this action on the Owner. The Owner shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Company in the recovery of any unpaid fees or boatyard service costs regardless of the value of the claim.

8.3 Any notice of termination under this clause 8 shall be served personally on the Owner, or left on the Vessel (if at the Harbour) or sent by registered post or recorded delivery service to the Owner's last known address. and in the case of the Company shall be served at its principal place of business or registered office.

9. TERMINATION BY OWNER

9.1 Should the Owner wish to terminate the Licence, this must be notified in writing (including by email) by the Owner to the Company and is subject to clause 2.2 and 9.2. An Owner may only terminate the Licence after the expiration of nine months from either: (i) the Commencement Date or (ii) the anniversary of the Commencement Date if the Licence has been renewed, by giving three months' written notice to the Company.

9.2 This Licence is issued each time for a twelve-month period, unless an alternative End Date has been specified, and the annual fee is payable for the full twelve-month term of the Licence with no refund payable by the Company in the event of an early termination save as outlined in clause 9.3. If the Owner is removing the Vessel from the Harbour or Premises before the expiry of the Licence, the balance of moorings in favour of the Company is required to be paid by the Owner before leaving.

9.3 Should the Owner sell their boat through our Brokerage services during the current Licence, a pro-rata refund covering the fees paid in advance will be made by the Company. This will only apply to the annual or bi annual payments received. Where Brokerage services are not used, see clause 10 under Special Conditions.

9.4 Any notice of termination under this clause 9 shall be served at the Company's principal place of business or registered office.

10. RIGHTS OF SALE AND OF DETENTION

10.1 Where the Company accepts a Vessel, gear, equipment or other goods for repair, refit, maintenance or storage the Company does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on the Company in circumstances where a customer fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until the Company has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

10.1.1 Goods for repair or other treatment are accepted by the Company on the basis that the Owner is the Owner of the goods or the Owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out.

10.1.2 The Company's obligation as custodian of goods accepted for storage ends on its notice to the customer of termination of that obligation.

- 10.1.3 The place for delivery and collection of goods shall be at the Company's Premises unless agreed otherwise. Advice regarding the Act is available from the Citizens Advice Bureau, Law Centre or any firm of Solicitors.
- 10.2 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.
- 10.3 The Company reserves a general right ("a general lien") to detain and hold onto the Owner's Vessel or other property pending payment by the Owner of any sums due to the Company. If the Licence is terminated or expires while the Company exercises this right of detention, it shall be entitled to charge the Owner at the Company's 24-hour rate for overnight visitors for each day between termination or expiry of this Licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Harbour and Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a Bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.
- 10.4 For the avoidance of doubt, all costs involved in any action necessary to enforce the Company's legal rights pursuant to this Clause 10 shall be recoverable from the Owner.

GENERAL RULES

11. VESSEL MOVEMENTS

- 11.1 The Company reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Harbour and Premises.
- 11.2 All owners must remove the head sail(s) and shall, upon request, remove canvas works and all equipment that would cause unnecessary windage prior to the Vessel being moved ashore.
- 11.3 A copy of the Company's scale of charges for Vessel movements will be provided to the Owner before they enter into a Licence with the Company. Where a specific date or tide range for relaunch of the Vessel has been agreed between the Owner and the Company at the time of slipping or lifting out (or arrival by land) this charge alone will be payable for the launch. However, where the Owner requests a different date or tide range the Company reserves the right to charge the Owner for the cost of moving other vessels to gain access to the launch point and for any attendant expenses, such as crane hire. The Company will provide the Owner with an estimate of such costs and charges prior to incurring them.
- 11.4 Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed adequate warps and fenders for the Vessel shall be provided by the Owner
- 11.5 No vessel, when entering or leaving or manoeuvring in the Harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the Harbour.
- 11.6 Owners, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and byelaws of Harbour and navigation authorities and the requirements and powers of regulatory authorities, including but not limited to the Maritime and Coastguard Agency and The Health and Safety Executive; there are criminal penalties for the breach of such restrictions, requirements and Byelaws.

12. COMMERCIAL USAGE

- 12.1 No part of the Company's Harbour or Premises or any Vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purpose, except where the Owner has sought and obtained prior written agreement from the Company. Where this Licence is granted, to a commercial operator whose Vessel is operated for hire or reward in the course of trading, special conditions will apply to this Licence, as appended.

13. STORAGE.

- 13.1 When not being used, dinghies, tenders, trailers and rafts shall be stowed aboard the Vessel unless either (i) the Company allocates a separate berth or designates an area for them; or (ii) the Company has given express written permission. The Company reserves its right to require payment of any fees connected to the usage of a separate berth or trailer storage area for this purpose. All trailers, dinghies, tenders and rafts must display the name of the Owner and/or the name of the Owner's Vessel so that it is clearly visible. In the absence of (i) the Owner asking for permission for storage for any such dinghies, tenders, trailers and rafts, or (ii) in the absence of adequate marking to identify the Owner of any such items, the Company reserves the right to remove and dispose of these items at their discretion.

14. PARKING

- 14.1 Subject always to the availability of parking space Owners and their crew may only park vehicles on the Premises in accordance with the directions of the Company.
- 14.2 Boat Owners and visitors must use the designated parking area in the lower boat park for long term parking i.e. over one hour. Short term parking facilities (up to one hour) are provided for loading and unloading purposes only. If a longer period for short-term parking is required, this must be agreed in advance with the Harbour Master or Owners of Tollesbury Marina. Parking in any other areas is not permitted at any time unless agreed in advance. Vehicles must have a valid motor insurance cover at all times.
- 14.3 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 Premises. 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.
- 14.4 A maximum of two cars/bikes per berth holder is allowed free of charge. Camper vans, similar larger vehicles and trailers are chargeable as per our current Boatyard Services tariff, displayed on the Premises [and on the Company's Website].
- 14.5 An Automatic Number Plate Recognition system is in operation on the Premises therefore the Owner must inform the Company of the registration number of all vehicles which are regularly parked in accordance with this Clause 14. The Company shall not be responsible for any parking tickets or fines incurred by an Owner or any of the Owner's guests, crew or other Vessel passengers.
- 14.6 Vehicles are parked at the Owner's sole risk and the Company is not liable, nor can it guarantee, the security of vehicles and/or their contents.

15. MARINA and HARBOUR REGULATIONS

- 15.1 The Owner shall at all times observe the Company's Regulations and in particular:
- 15.1.1 The Owner shall provide and maintain at least one fire extinguisher, which is approved and manufactured to EN3 standards for portable fire extinguishers, and ensure it is fit for purpose for the vessel and ready for immediate use in case of fire.
- 15.1.2 Owners must not operate the fuel pumps. The Company will enable refueling only at the designated fueling berth. Owners shall vacate the berth promptly when the fueling operation is completed. Where fuel is required to be transferred in portable containers, the Owner shall only provide containers to be used which comply with all relevant safety standards and shall fully comply with best practice and all relevant safety guidance and recommendations in relation to the use and storage of such fuel. The Company reserves the right to refuse the use of any container deemed unfit for the purpose or which is not in compliance with relevant safety standards.
- 15.2 The Company is not obliged to provide electricity to a berth. The Company may however provide berthed boats with an electrical connection, subject to the availability of power. Owners must supply and ensure the safety of any cables used to connect to any power supply. 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 Premises. 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). If the Owner uses electricity provided by the Company, this shall be invoiced on a quarterly basis for the rental of the electricity meter in advance and in addition all units of power used shall be invoiced on a quarterly basis in arrears. All invoices issued pursuant to this clause 15.2 must be paid within 7 days.
- 15.3 Water is provided to a Vessel via standpipes. Owners may access these standpipes by connecting their own hose and to ensure that such hoses are disconnected and removed after each use. The Company is not responsible for the provision of water to the Vessel and cannot provide connection hoses nor guarantee whether the water is fit to drink.
- 15.4 No chemical, sea toilet or other toilet facility shall be discharged on the Premises, including but not limited to in the clubhouse or in the public toilets. Such toilet facilities may only be emptied in the designated empty points, which are clearly marked around the Premises. The Owner shall be responsible for any costs incurred by the Company for rectifying damage caused by the incorrect disposal of any refuse, liquids or other materials (including dog waste pursuant to clause 15.5 below) on the Premises.
- 15.5 Animals are permitted on the Premises, if such animals are kept under strict control. All dogs must be kept on leads at all times when not onboard the Vessel. Animals should not be left unattended in Vehicles parked at the Premises. The Company reserves the right to gain entry into any Vehicle if an animal is found unattended inside and to call the RSPCA, the police or any other appropriate body if an animal is found in distress, out of control or is a threat to other users of the Premises. All Owners must ensure that all dog fouling is picked up and disposed of in the designated receptacle.
- 15.6 The Company reserves the right to seek an injunction and damages, or take any such action as may be necessary should any Owner, his regular crew or members of his family post defamatory statements or malicious falsehoods concerning the Marina and/or the Premises and/or the Company on any social media channels, forums or websites (the "Statements"). The Owner agrees

to indemnify any legal costs which the Company may incur in connection with addressing or exercising its legal rights in response to any such Statements. Should the Company become aware of such Statements, the Company may in its sole discretion terminate this Licence pursuant to Clause 8 above. Should an Owner have any concerns regarding any aspect of the Marina and/or the Premises, the Owner should use reasonable endeavours to discuss any concerns with the Company before these are discussed publicly, through any medium.

- 15.7 The Owner shall maintain the Vessel in good, clean and seaworthy condition and ensure that the Vessel is able to proceed under its own power at all times. The Company may require the Owner to obtain a report prepared by a qualified professional surveyor (at the expense of the Owner) to satisfy the Company that the Vessel is capable of self-propelled movement, that it is structurally sound and that it poses no threat to safety or safe navigation within the Marina. Any such request will be given in writing and with reasonable notice to the Owner. Should the Owner fail to comply with such a request within 28 days from the date of receipt of the notice, the Company reserves its rights to engage its own professional surveyor to prepare the report and any costs and expenses incurred in connection with the report will be charged to the Owner.
- 15.8 The Company shall supply the Owner with a copy of the Regulations current at the time of application for a Licence. The Company reserves the right to introduce new regulations on grounds of legal requirement or for the safety or security or good management of the Harbour or Premises and to amend such regulations as from time to time shall be necessary. Such regulations and any amendments to them shall become effective on being displayed on the Company's public notice board or other prominent place at the Company's Premises, and the Company shall have the same rights against the Owner for a breach of the Regulations as for a breach of the terms of this Licence.
- 15.9 Owners, their guests and crew are advised that their conduct and that of their vessels is likely to be regulated and governed at various times by statutory, local authority and Harbour regulations which may be more extensive than those of the Company's and the breach of which may result in criminal penalties.

16 ACCESS TO PREMISES/WORK ON THE VESSEL

- 16.1 Subject to Clause 16.2 no work shall be carried out on the Vessel, gear, equipment or other goods while on the Premises without the Company's prior written consent, other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family. You should not be a nuisance, or annoyance to any other customer or person residing in the vicinity, nor interfere with the Company's schedule of work, or enter prohibited areas.
- 16.2 Prior written consent will not be unreasonably withheld where:
- 16.2.1 The work is of a type for which the Company would normally employ a specialist subcontractor; or
 - 16.2.2 The work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates.
- 16.3 Notwithstanding the foregoing, during periods of work by the Company on the Vessel, neither the Owner nor his invitees shall have access to the Vessel without the Company's prior consent, which shall not be unreasonably withheld.

17 HEALTH, SAFETY AND THE ENVIRONMENT

- 17.1 Attention is drawn to the Company's Health, Safety and Environmental policy attached at Appendix 1, as amended from time to time. Any amendments shall be displayed on the Company's public notice board or other prominent place at the Company's Premises and further copies shall be available on request. The Owner, his regular crew, members of his family and/or any person or Company carrying out work on the Vessel, with the permission of the Company, must comply with the Company's Health, Safety and Environmental Policy.
- 17.2 Each Owner is responsible for checking at all relevant times that there is sufficient water for access to and exit from the Marina for their Vessel 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 Harbour Master, or any competent authority.
- 17.3 The Owner, his crew, members of his family and any person carrying out work on the Vessel is responsible for reporting to the Company all accidents involving injury to any person or damage to any public or private property that occur in the Harbour or on the Premises as soon as possible after they occur.
- 17.4 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.
- 17.5 No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Harbour or Premises, to cause any nuisance or annoyance to any other users of the Harbour or Premises or to any person residing in the vicinity. The Owner undertakes for himself, his guests and all using the Vessel that they shall not behave in such a way as to offend as previously mentioned. Halyards and other rigging must be secured so as not to cause such nuisance or annoyance.
- 17.6 No refuse shall be thrown overboard or left on the pontoons or car parks or on any other part of the Premises, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's Harbour and Premises. The Company's further directions regarding waste management shall be posted on the Company's Public Notice

Board or other prominent place and copies will be available from the Company on request.

- 17.7 The Owner, his crew, members of his family and any person carrying out work on the Vessel shall at all times exercise respect for the peaceful enjoyment of other Harbour users and customers. Noise and disturbance from the Vessel must be kept at a reasonable level such that it does not inconvenience or otherwise annoy others.
- 17.8 The Owner must promptly report to the Company any damage which has been done to the Harbour or to any plant, machinery or equipment situated at the Harbour or on the Premises by any Vessel or Vehicle, including for the avoidance of doubt any damage done to another Vessel or Vehicle.

18 GENERAL

- 18.1 The information which the Owner provides to the Company in relation to the use of the Harbour will be processed by the Company, which is the data controller for the purposes of the Data Protection Act 2018 and the General Data Protection Regulation (EU (2016/679)). The personal data that the Owner provides will be used in order to deal with the administration of the Licence and the provision of the Berth to the Owner. The Company will not disclose the personal information relating to an Owner to any third party except where required to do so by law or with the consent of the Owner. The Company may from time to time take photography or video that captures scenes of the Harbour for promotional purposes. If an Owner has an objection to either themselves or their Vessel being photographed, they should make their objections known to the photographer or to the Harbour Master 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. If this does happen and the Owner draws this to the Company's attention, the Company will then take all reasonable steps to remove the identifying image.
- 18.2 The Company operates CCTV Surveillance Cameras in the Harbour and on the Premises 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.
- 18.3 A person other than the Company or an Owner shall have no rights to enforce any term of this Licence under the Contracts (Rights of Third Parties) Act 1999 but this shall not affect any right or remedy available to any person apart from under that Act.
- 18.4 The failure by the Company to exercise or delay in exercising any right or remedy under the Licence shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies that party may otherwise have and no single or partial exercise of any right or remedy under the Licence shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 18.5 No variation of these terms shall be effective unless made in writing and signed by or on behalf of the Company and the Owner.
- 18.6 This Licence, including any relevant regulations and the Berthing Licence are the entire agreement between the Company and the Owner in respect of the use of the Harbour and the Premises by the Owner. These conditions and the documents referred to supersedes and extinguish any previous agreements between the parties, whether orally or in writing, in respect of the Harbour which shall cease to have any further force or effect. It is agreed that nothing in this Licence shall exclude any liability for, or remedy in respect of fraud.
- 18.7 This Licence shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim arising out of or in connection with it.



Special Conditions

These conditions apply to berthing, mooring and storage ashore in addition to the general conditions overleaf. Where there is any conflict between the special conditions and the general conditions, the terms of the special conditions shall prevail.

- 1 Mooring berths are let for a specific period in accordance with the terms published, and special variation to which must be in writing and agreed to by the parties in this document and fees paid will not be refunded or credited for non-use of the berth.
- 2 No pollution of the water is allowed by solid sewage, oil, diesel or any other obnoxious matter.
- 3 Toilets are provided ashore. Under Anglian Water Authority Regulations, no solid matter shall be passed through yacht toilets when vessels are berthed in the Harbour.
- 4 No chemical wastes are to be discharged into the Harbour. Owners must comply with clause 15.3 of the Licence.
- 5 Every vessel, dinghy and trailer whilst in the Harbour shall have its name clearly displayed so that it can be seen from the pontoons.
- 6 Engines must not be run in gear whilst the vessel is moored to the pontoons.
- 7 Outboards may not be run in the Harbour except to test or when entering or leaving the Harbour.
- 8 Only the slipways, pontoons or jetty may be used for landing. The banks may not be used at any time for this purpose.
- 9 Children and dogs must be kept under strict control when on the pontoons or premises.
- 10 Vessels sold from the Harbour or boatyard will be subject to the usual yard commission of 1%. In the event of a part exchange a payment of 1% on the value of the vessel by the agent is payable to the Company plus VAT at the applicable rate.
- 11 In no case shall a private 'For Sale' notice be displayed on a vessel whilst on the Company's premises for reasons of security in such premises, failing which the Owner shall pay the Company full commission on the sale as if the Company were appointed brokers.
- 12 A new Licence application may not necessarily be accepted by the Company unless taken out at least three months before expiry of this Licence to take effect at the end thereof.
- 13 All Vessels in the marina are liable to be charged on the length of space occupied including bumpkin, bowsprit and davits.
- 14 All orders for work to be done by the Company on the vessel must be in writing (request forms for which are available at the Company's office) and such work is carried out in accordance with BMF terms of business displayed on the premises. In particular the Company does not accept liability in the absence of written instructions to pump out a vessel or to work on or drain any water in the cooling systems of a vessel, or to secure or repair any canopy, hood, tarpaulin, rope fender, or other gear of a vessel or to carry out the maintenance, cleaning or other such attention to the vessel.
- 15 In no circumstances shall the Company be liable for any claim or part of a claim, which would otherwise be covered by the Owner's insurance policy.
- 16 Any work carried out on an Owner's boat will be subject to the standard Terms of Business, copies of which are available at our Office.
- 17 Where we agree to carry out work to a vessel or any part of its equipment and one or more sub-contractors are engaged to carry out any part of that work, then the Owner shall be deemed to contract directly with a sub-contractor for that part of the work. In no circumstances shall we be liable for any loss, damage or cost whatsoever incurred by the Owner arising out of work carried out by the sub-contractor. In arranging for work to be completed by the sub-contractor, we shall be acting as agent for the Owner, provided always that the Owner shall be advised of the identity of the sub-contractor and the nature of the work to be carried out by him.
18. Under no circumstances will a berth holder be allowed to sublet any part of their vessel without the written permission of the Marina Owners, a breach of this condition will result in an immediate 50% increase of the berth holders annual Licence fees.

Additional Navigation Rules relating to Woodrolfe Creek and Approaches

1. There is a speed limit of 4 knots under power in Woodrolfe Creek, which must be strictly observed.
2. Yachts bound for the Yacht Harbour must not enter Woodrolfe Creek until there is sufficient water to cross the Sill. They must not ground on the mud near the Sill nor ground on the Sill itself.
3. Yachts are not to raft more than two abreast on Tollesbury Marina moorings in the leavings. If waiting the tides, yachts should anchor clear of moorings and clear of the center of the channel in the North or South Channels of Tollesbury Fleet. Tollesbury Fleet South Channel has a speed limit under power of 8 knots, but yachts should not proceed at this speed if it is making excessive wash for moored boats.
4. All Owners are strictly requested to observe the usual courtesies and the Rule of the Road, watch out and keep clear of dinghies racing.



Appendix 1

TOLLESBURY MARINA LIMITED HEALTH AND SAFETY POLICY

It is the policy of the Company to provide healthy and safe working conditions for all employees. The Company recognises and accepts its responsibilities in connection with the provision of adequate safety measures and the prevention of accidents. The Company will not allow any unsafe working practices to operate in any departments and it is the responsibility of the manager of each department to ensure that the welfare and safety of all employees under his charge at all times take precedence over any other consideration. In the event of any problems arising out of this responsibility, the manager of the department concerned shall raise the matter with the managing partner.

The Company will take all steps within its power to provide and maintain:

A Plant, equipment and systems of work that are safe.

B Safe arrangements for the use, handling, storage and transport of articles and substances.

C Sufficient information, instructions, training and supervision to enable all employees to avoid hazards and contribute positively to their own safety and health at work.

D A safe place of work and safe access to it.

E A healthy working environment,

F Adequate welfare facilities.

It is recognised that safety policy is only likely to be effective if it is supported by the active cooperation of all employees. In this respect, employees are reminded of their own obligations under sections 7 and 8 of the Health and Safety at work, Act. It is the responsibility of all employees to abide by the regulations and procedures laid down for their health and safety. It is a condition of employment that they take reasonable care to safeguard their health and safety and that of other persons who may be affected by their actions at work. Employees who are aware of any condition, which may be dangerous or unsatisfactory, are required to bring the matter to the attention of their head of department.

All injuries, however slight, must be reported to the employee's manager and must be entered in the Accident Book immediately. The Accident Book is situated in the Accounts office. First Aid boxes are situated in the Harbour master's office. Any person discovering a fire shall call the fire brigade on 999 and report immediately to Louise Goldie, and advise the Marina office. Upon being advised of a fire, all employees must immediately vacate the premises by the nearest exit and gather in the forecourt outside the marina office.

The Director with overall responsibility for the implementation of this policy is Louise Goldie.

This statement will be reviewed, added to or modified from time to time and is supplemented in appropriate cases by further statements relating to the work of a particular department or groups of workers; these include the marina, boatyard, repair workshops and swimming pool.

Environmental Code of Practice

In the interest of the Marina and its users, we would like you to observe the following rules:

- 1 For vessels ashore, we ask Owners to place a groundsheet beneath the boat in order to collect residue antifouling and other paint scrapings when sanding/scraping old paint coatings.
- 2 We ask all boat Owners to place all used packaging and empty tins in the bins provided and refrain from leaving the same under their boats.
- 3 There are bins located in the boat park and adjacent to the Marina office.
- 4 There is a waste oil tank situated in a bund behind the fueling jetty.
- 5 We ask Owners not to leave discarded batteries on our premises, except in the re-cycle boxes provided.
- 6 Owners must not dispose of any rubbish over the side of their vessel into the Marina or at sea.
- 7 We ask Owners who have pets with them to keep them on leads and monitor them at all times.
- 8 Owners must not clean out their bilges or use their boat toilets to discarding waste matter over the side of the vessel.
- 9 We ask Owners not to obstruct the pontoons with outboard engines, bicycles or auxiliary vessels.
- 10 Would Owners please not smoke in the vicinity of the fueling pontoon.



- 11 Owners and their crew to refrain from swimming, jet skiing, diving, paddle-boarding or fishing in the Marina or access channels.
- 12 Owners must not use the marina for any commercial activities.
- 13 We ask Owners not to keep explosives on board other than authorised flares and point out that all Owners should carry at least one fire extinguisher within date.
- 14 We ask Owners to refrain from lighting any type of fires or using any lamp with a naked flame.
- 15 We ask Owners not to leave engines running while berthed in the marina for prolonged periods.
- 16 We ask Owners to secure their halyards to prevent them from flapping against the mast.

The Boatyard undertakes many activities in the course of servicing boats whilst ashore and it is the Company's policy to consider environmental impacts in the course of its work. These include:

A Placing ground sheets beneath boats prior to and for gel peeling and sand blasting of hulls in the course of Osmosis treatment.

B Cleaning up and placing in the bins weed, barnacles etc. from heavily fouled vessels following pressure washing.

C We endeavour to place all used packaging, including empty cans, in the bins, and not leave rubbish under the vessels.

D We endeavour to pick up blocks and chocks following lifting a vessel to minimize any potential trip hazard.

E We endeavour to maintain a clean and hazard free workshop and boat yard.