

Mylor Yacht Harbour Regulations

Every person entering the premises of Mylor Yacht Harbour for any purpose and by any means shall be deemed to agree to and abide by these regulations:

Company shall mean Mylor Yacht Harbour Ltd.

Harbour shall include the Marina, Moorings or any other facility for launching, navigating, mooring or berthing a vessel.

Premises means all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, jetties, quays, piers, berths, sheds, lofts, workshops, hardstanding, roadways and car parks.

Owner shall include any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the Company.

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.

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

Berth/Mooring means the space on water or land from time to time allocated to the Owner by the Company for the Vessel during the term of this licence.

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.

Licence shall mean the licence agreement signed by the parties.

Manager means the person responsible for the day to day operation and administration of the premises on behalf of the company.

Regulations mean those regulations as made by the company which may be amended periodically 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 and security or good management of the harbour and premises.

Risk & Enforcement

Apart from causative negligence or other breach of duty on the part of the company, every person using any part of the premises for any purpose whether by invitation or otherwise does so entirely at their own risk.

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

1. General Requirements

1.1 The Company shall supply the Owner with a copy of the Regulations current at the time of application for a Licence. The regulations are also displayed in the Marina Office, Main Reception and are available on the Company's website (www.mylor.com). 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 a Licence.

1.2 The Owner or any visitor to the Premises understands and agrees that the Company has the right to require the Owner, crew, guests or visitors to leave the premises immediately if they act recklessly, unreasonably or fail to observe these or other applicable laws or regulations. Continued behaviour deemed unacceptable by the Company may result in termination of a licence and/or exclusion from site. **Advisory note:** 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 and the breach of which may result in criminal penalties.

1.3 The Owner shall at all times be responsible for the proper upkeep and safe condition and maintenance of the Vessel, its gear and equipment whether afloat or ashore and shall maintain it in a good seaworthy condition with the ability to navigate under its own power at all times.

1.4 A list of charges for services is available from the office and on the company's website. Payment for most services is due in advance and use of services without payment may result in debt recovery action or exclusion from site.

1.5 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. The Company also reserves the right to arrest a Boat through the Admiralty Court to recover a debt and any reasonable costs involved in any legal action to recover a debt will be charged on to the Owner.

2. Vessel Movements

2.1 The Company reserves the right to board and/or move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Harbour and Premises.

2.2 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.

2.3 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.

2.4 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.

2.5 **Advisory note:** Owners, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and bylaws 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 bylaws.

3. Commercial Usage

3.1 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 which may at its sole discretion, withhold. This includes the hiring or charter of boats and rental for residential purposes. Where this permission is granted to a commercial operator whose Vessel is operated for hire or reward, special conditions will apply to the berthing licence which will include the holding of all necessary insurances, licences & certifications commensurate with the activity.

4. Storage

4.1 Dinghies, tenders and rafts shall be stowed aboard the Vessel unless the Company allocates a separate berth for them.

5. Traffic & Parking

5.1 Traffic on site must observe a considerate speed limit & at all times be aware of pedestrians and operating plant.

5.2 Parking is always subject always to the availability of space. Owners, crew & visitors may only park vehicles on the Premises in accordance with the directions of the Company.

5.2 Caravans, Motor Homes, Tents or Commercial vehicles may not be parked on any part of the Premises without the written permission of the Company.

5.3 Vehicles are parked at the sole risk of the vehicle owner and permits, where issued, must be displayed at all times.

6. Access to Premises/work on the Vessel

6.1 Subject to Clause 6.2 no work shall be done on the Vessel, gear, equipment or other goods while on the Premises without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the Owner, their regular crew or members of their family not causing nuisance, or annoyance to any other customer or person residing in the vicinity nor interfering with the Company's schedule of work, nor involving access to prohibited areas.

6.2 Prior written consent will not be unreasonably withheld where:

6.2.1 The work is of a type for which the Company would normally employ a specialist sub-contractor; or

6.2.2 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.

6.2.3 Notwithstanding the foregoing, during periods of work by the Company on the vessel, neither the Owner nor their invitees shall have access to the Vessel without the Company's prior consent, which shall not be unreasonably withheld.

7. Safety and the Environment

7.1 Attention is drawn to the Company's Health and Safety and Environmental policies as amended from time to time. The Owner shall ensure that they have read and understood the policies and other relevant safety information which are all displayed and available from the marina office and on the company's website (www.mylor.com). 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 these policies, other relevant legal requirements and all reasonable instructions of the Manager in matters relating to the safe and efficient operation of the premises.

7.2 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.

7.3 No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Harbour or Premises so as to cause any nuisance or annoyance, dust, pollution or inconvenience to any other users of the Harbour or Premises or to any person residing in the vicinity and 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 aforesaid. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.

7.4 No waste or refuse is to be thrown overboard or deposited in any part of the Harbour or Premises other than in the designated receptacles provided by the Company. Waste or refuse not disposed of in these receptacles shall be completely removed from the Harbour and Premises. The disposal of oil, petrol, tar, paint, antifouling or other similar toxic or noxious wastes shall be exclusively placed into the receptacles specifically provided for these substances. The disposal of out of date flares or pyrotechnics is the sole responsibility of the Owner and cannot be disposed of by the Company.

7.5 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.

7.6 Owners shall refuel only at the designated fuelling berth and are to vacate the berth when the fuelling operation is completed. 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.

7.7 Owners shall be prohibited from the discharge of marine toilets sinks or bilges within the confines of the Harbour; such discharge may result in termination of any Licence agreement and ejection of the Owner from the premises.

7.8 Animals are welcome on the Premises on condition that they are kept under the control of the Owner. It is the responsibility of the Owner to ensure that fouling is properly controlled and no inconvenience is caused by noise.

7.9 Fishing, swimming, jet skiing or water skiing are not permitted within the confines of the marina pontoon area.

7.10 Owners or their agents must not move, alter or interfere with swinging mooring systems, shores, blocks, chocks, cradles or cradle legs used to store Vessels ashore. The Company is happy to assist with requests for alterations in respect of any of these.

8. Management & Insurance

8.1 The Owner shall not themselves nor shall they permit any other person to live aboard the Vessel at the Harbour.

8.2 Luggage trolleys must be returned to the designated storage areas.

8.3 'For Sale', 'For Charter', 'For Rent' or other commercial signs or flags must not be displayed on the Vessel or other part of the Premises without the written permission of the Company.

8.4 All Contractors working on the Premises must first register with the Company and comply with the requirements of the registration process. The Owner must ensure that anyone working on the Vessel has registered with the Company and holds the requisite insurance policies.

8.5 Owners are required to maintain adequate insurance including third party liability cover for not less than £3,000,000 and shall supply the Company with full details and copies on request.