

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:

Defined Terms:

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 under control of the Company.

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 boat, craft, ship, yacht, dinghy, multihull and any gear and equipment 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 a berthing licence or agreement.

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 a berth licence or storage agreement.

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.

User means any person entering the Harbour or Premises for any purpose.

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 These regulations are available on the Company's website (www.mylor.com) or as a printed copy available from the Marina Office or Main Office Reception. 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 website.

1.2 The Owner or any User understands and agrees that the Company has the right to require them to leave the premises immediately if they act inappropriately, 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.

1.3 Owners and Users are advised that their conduct and the navigation and speed 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. The applicable jurisdiction for Mylor Yacht Harbour and the surrounding area is Truro Harbour Authority and Falmouth Harbour Commissioners.

2. Payment for Services

2.1 A list of charges for services is available from the office and on the company's website. Use of services without payment or failing to make any payments due, without prejudice to any other right, the Company is entitled to terminate any contract or service agreement, suspend the provision of services, take debt recovery action and retain possession of a boat, vehicle or property of the Owner pending payment.

2.2 Interest may be charged on any amount unpaid at the rate of 4% above the Bank of England base rate.

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 also reserves the right to:

2.4.1 Arrest a Boat through the Admiralty Court to recover a debt.

2.4.2 Recharge to the Owner any reasonable legal costs involved in recovering outstanding payments.

3. Use of Berths, Moorings and Storage Ashore

3.1 Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may reasonably require and adequate warps and fenders for the Vessel shall be provided by the Owner. The Owner is responsible for ensuring that warps, fenders and own mooring strops (where used) are suitable for the size of vessel and are maintained, adjusted and replaced as necessary.

3.2 No fenders or any other equipment may be fixed to marina pontoons without the permission of the Marina Manager.

3.3 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.

3.4 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 or Users. Owners must ensure that there is sufficient depth of water to access and exit the marina or moorings and must proceed and navigate with due care at all times.

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

3.6 '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.

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

3.8 Luggage trolleys must be returned to the designated storage areas. Riding in the trolleys is not permitted.

3.9 No fittings, items of gear or other equipment can be left on the marina pontoons or in the car parking or boat storage areas unless otherwise agreed by the Marina Manager.

3.10 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.

3.11 A water supply or an electrical connection may be available to boats berthed on the marina with the supply of both of these strictly subject to availability. Owners must not open the electrical boxes or tamper with the Company's electrical equipment. Any electric leads used must be of proper manufacture and in good condition.

3.12 Only the Owner, their crew, invited guests or Water Taxi passengers are allowed access to the marina pontoons.

3.13 Where charges are made by Length Overall, the Company reserves the right to measure the Vessel at any time and apply additional charges (if appropriate) if the LOA is greater than that originally notified to the company.

4. Commercial Usage

4.1 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 of Vessels for residential or holiday purposes. Where this permission is granted to a commercial operator whose Vessel is operated for hire or reward, special conditions may apply to the berthing licence which will include the holding of all necessary insurances, licences & certifications commensurate with the activity.

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

All trailers must display a Company sticker with the Owner's or Vessel's name

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

5.4 Overnight sleeping in vehicles, caravans or motor homes is not permitted.

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

5.6 A Berthing, Mooring or Storage Ashore Licence includes a parking permit that entitles Owners to park one Vehicle at the Premises when attending or using their Vessel or on-site services. Vehicles not parked with a current Company parking permit must pay the relevant short term parking charges

6. Work on the Vessel

6.1 No work is to be carried out on the Vessel, gear, or other equipment while on the Premises other than running repairs or minor maintenance of a routine nature. Any work other than this requires the prior written consent of the Company.

6.2 Any work carried out by the Owner or their agent must be carried out in a safe and tidy manner and must not cause damage to other boats or property or create a nuisance or annoyance to any other customer or person residing in the vicinity.

6.3 The Owner is responsible for the cost of any remedial work required as a result of damage caused to other's property or spillage of materials.

6.4 All waste materials must be removed and disposed of appropriately after work.

6.5 Owners are not permitted to climb masts, carry out mast work or unfurl sails when ashore.

6.6 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.

7. Safety & the Environment

7.1 Attention is drawn to the Company's Useful Information document and Health and Safety and Environmental Policies and other documents displayed on the company's website ([ww.mylor.com](http://www.mylor.com)) which contain safety and other relevant information to make Owners and Users time at the Premises enjoyable and safe. This information should be read in conjunction with these regulations. Lifting and Relaunch booking forms contain additional safety information relevant to Vessel storage ashore which should be read at the time of booking.

7.2 The Owner and all Users must comply with all reasonable instructions of the Manager in matters relating to the safe and efficient operation of the premises.

7.3 The Owner and all Users are 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.

7.4 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. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.

7.5 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 suitable for disposal in these receptacles must 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 Fishing, swimming, jet skiing, water skiing or similar activities are not permitted within the confines of the marina or moorings areas. Diving, (including snorkelling) is only permitted by specialist contractor with specific approval by the Manager.

7.11 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. Insurance

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