

LYMINGTON YACHT HAVEN – REGULATIONS

Our aim is for you to enjoy your leisure time in the Marina along with other boat users and we ask that you are considerate to other Marina users in line with these Regulations.

1 Entry into the Marina by land or water entails acceptance of our published regulations, conditions and charges, the last named to be payable in advance.

2 The Public have access to some areas of the Marina foreshore or site. Accordingly, you should ensure that your Vessel, vehicles and other property are made secure against entry or theft.

3 The precincts of the Marina are clearly shown on the plan which may be examined at the Marina office and all adjoining land and water owned by the Company is out of bounds.

4 For sale notices and company advertising are not permitted on Vessels or vehicles whilst on our Premises.

5 The standard charge for private users is inclusive of rates, parking for the owner's private car, water and VAT at the appropriate rate.

6 We reserve the right to refuse renewal of any Berthing and Marina Services Agreement at our discretion.

7 No variation to our published charges or standard terms and conditions of business will be valid unless such variation is confirmed in writing by the Manager of the Marina, or by a Director of the Company.

8 We reserve the right to act as agent on behalf of any fellow subsidiary companies being members of the Yacht Havens Group.

9 We reserve the right to enter and/or remove (using reasonable force if necessary) any Vessel or vehicle at the Marina in an emergency or to prevent or stop a nuisance in the interests of good estate management. You shall be responsible for the cost of such action. We shall not be liable to you for any loss, costs or damage suffered or incurred by you where such action is taken.

10 Living aboard is prohibited in the Marina. Berth holders and their guests may not stay on board the Vessel for more than 14 nights per month over a 3 month period, without the prior written consent of the Company. The Company reserves the right to terminate the Agreement in accordance with Condition 9 of the Yacht Havens Ltd terms and conditions of berthing and marina services if in its opinion the Berth holder is living aboard their vessel and in material breach of the Agreement.

11 Berth holders may not lend, rent or hire their Vessel to third parties for any residential or commercial purposes without the prior written consent of the Company.

12 Berth holders may not use the Marina address to register for voting, local schools or doctors' surgeries.

13 If you note any defects around our premises, please report the defect to the Marina office staff at your earliest convenience.

Berthing & Mooring of Boats

14 Our policy is to see that the mooring Pontoon is three quarters of the Length Overall of the Vessel, and the Haven Master will try to see that this guideline is followed, but no firm undertaking can be made in this respect.

15 You are not permitted to alter the berth, pontoon or marina facilities in any way.

16 You undertake and agree to ensure that the Vessel is properly and safely attached to the pontoon at all times. In particular it is the responsibility of the Owner to supply the necessary warps and fenders and to check the security of them and replace as necessary. Spare lines should be left accessible for use during times of inclement weather.

17 The Company reserves the right to board, move, moor or re-berth any Boat, vehicle, gear, equipment or other property at the Marina at any time for reasons of safety, security or emergency or to prevent or stop a nuisance (using reasonable force if necessary to gain access to the Boat or vehicle). We may replace warps and re-secure the vessel in the interests of safety at your expense without prior notification.

18 No person shall anchor or make fast any Vessel in a manner which is incapable of being easily removed in the event of emergency.

Boats Ashore

19 Yacht cradles stored on the premises are subject to a storage charge.

20 Roller headsails/mainsails are to be removed prior to being lifted out. No furlled sails are permitted on vessels whilst ashore on our premises. No sails to be raised.

21 For security and health & safety reasons, ladders are to be locked and secured in such a way that they do not protrude beyond the area of the stored vessel. If using a ladder to climb onto a boat please ensure that it is in good condition, conforms to the current British Standard and is secured to the boat reaching a minimum of 1.1m above the access level. If you are required to work at height for a prolonged period of time, we strongly recommend staging is used to prevent risk of an accident. You are to liaise with the Marina Manager prior to the erection of staging.

22 If securing a boat cover or similar item with considerable windage to a shored boat do not secure any fixings to the shore props. Do not move any shore props for any reason, please ask our staff for assistance.

23 Under no circumstances run the boat engine on a shored boat. For health & safety reasons no moving propellers are permitted.

24 We reserve the right to increase storage charges to double the standard published rates where a vessel is stored ashore for a continuous period of 12 months or more.

Supply of Electricity

25 Electricity connection is charged on a daily, weekly or annual basis. Alternatively, a metered supply can be provided, and meters may be purchased from us. You are responsible to check your electricity lead and meter is in good working condition and all meters MUST be placed on the pontoon and NOT in the boat. We reserve the right to meter any supply at our discretion and disconnect Vessels or equipment in the interests of good estate management. We are under no obligation to provide power to each or any Berth. For safety the system is fitted with sensitive overload and earth leakage protection devices; because of these the Company cannot guarantee continuity of supply or be liable for any adverse consequences arising because of the loss of power.

26 With the exception of metered cabled supplies, electricity is not to be used without payment for the connection. Electricity connection is to be paid for prior to plugging in.

27 If whilst using an electrical appliance the circuit breaker activates, please get one of our staff to reset it. If the problem persists get your electrical appliance checked by a competent electrician, do not jam the circuit breaker switch.

Storage of Dinghies

28 Do not leave gear, equipment or other property on pontoons, jetties or in the car parks and safely stow any dinghies, tenders, rafts and all other auxiliary craft aboard the Vessel, unless we allocate a separate Berth for them.

Car Parking

29 Subject always to the availability of parking space you and your crew may only park vehicles on the Premises in accordance with such directions as we may give from time to time.

When parking and vacating your vehicles for any length of time, no matter how short, please consider that vehicles hindering the progress of our plant machinery will be moved at your cost.

30 All vehicles are parked at your own risk.

31 Speed limits on the site roads are to be adhered to at all times, night and day.

Keys

32 You may deposit a set of keys with the Manager giving full access to the interior and lockers of the Boat and including engine keys.

Guidelines for Good Conduct/Practice in Our Marina

33 You are responsible for the conduct of your guests, any persons under the age of 16, your children and pets. Those causing nuisance will be asked to leave the premises. Small children and persons under the age of 12 must wear adequate life jackets and be attended by a responsible adult at all times whilst at the Marina.

34 Any person at the Marina unable to swim is advised to wear adequate life jackets at all times whilst in the Marina.

35 Bathing and fishing in the Marina is not permitted.

36 Running/cycling on the pontoons is not permitted.

37 No bare feet on pontoons.

38 No water skiing, speedboat racing or hydroplaning is permitted in the Marina.

39 The use of surf boards, Stand Up paddle boards, fun inflatables, canoes, jet skis or other powered or non-powered personal watercraft is strictly prohibited.

40 Underwater diving operations, including "breath hold diving" must not be undertaken within the limits of Lymington Harbour which includes Lymington Yacht Haven without a written permit issued by the Lymington Harbour Commissioners and written consent from the Marina manager. Any diving contractor must also comply with Diving at Work regulations 1997.

Nuisance

41 Please be considerate to other users of our facilities. In particular restrict any activities that may cause nuisance such as loud music and unnecessary noise after 9pm.

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42 No noisy, noxious or objectionable engines, radios, generators, flying drones or other apparatus or machinery shall be operated within the Harbour or Premises so as to cause any nuisance or annoyance to any other users of the Harbour or Premises or to any person residing in the vicinity and you undertake on behalf of yourself, your guests and all using the Vessel that they shall not breach the terms of this rule. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.

43 Please clean up after your dogs and ensure that they are always kept under close control.

44 No washing lines to be erected on the Vessel or elsewhere, nor to dry washing on the exterior of the Vessel.

45 Trolleys to be returned to their designated storage area after use.

Discharge of Effluent and Disposal of Refuse

46 In the interests of hygiene, no paper or solid matter shall be discharged from toilets while a Vessel is in the Marina. A pump out is provided at the fuel berth for the emptying of black water tanks.

47 Dispose of waste responsibly, recycling as much waste as possible using the various recycling facilities around the Marina and premises.

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 us. Further directions regarding waste disposal and recycling shall be displayed in the relevant waste disposal areas or other prominent places.

48 Disused quantities of paints are to be removed from our site. Only empty paint tins may be disposed of at the numerous refuse points around our premises.

49 Dispose of empty containers, brushes, rags and other such items which may be tainted with solvents in a responsible manner.

50 Under no circumstances are time expired flares to be disposed of as refuse. Time expired flares can be handed into Marina Reception for which there is a disposal charge.

51 No petrol, fuel or oil contaminated bilge water or refuse shall be discharged or allowed to escape into the Marina. You must ensure that waste oil is disposed of in the waste oil tanks that we provide.

Health, Safety, Fire Precautions and the Environment

52 You shall abide by all relevant health and safety regulations, codes of practice and any health & safety guidance issued by Us whilst using the Marina.

Your attention is drawn to our Safety and Environmental guidelines, as amended from time to time. These are displayed on our website (www.yachthavens.com) and further copies shall be available on request.

You and your regular crew, members of your family and/or any person or company carrying out work on the Vessel must comply with our Health, Safety and Environmental good practice, the terms of which shall be deemed to be incorporated into, and form part of, your Berthing Agreement.

53 Any incidents or dangerous hazards on the Premises must be reported to the Marina office immediately, and in writing within one month if you intend to make a legal claim.

54 You and your crew, members of your family and any person carrying out work on the Vessel are responsible for reporting to us 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.

55 No welding or other hot work is to be conducted on our premises without written consent of the Marina Manager.

56 Keep your working area tidy at all times, minimise potential trip hazards and clear up potential fire hazards eg sawdust.

57 If working with flammable solvents, keep lids on containers whilst not in use, take care not to smoke or produce sparks in the immediate vicinity. After use, remove the solvents from site or store in a suitable, secure and well-ventilated store.

58 If your vessel requires its hull coating to be removed through any mechanised sanding or blasting process it will need to be site moved (charges apply) into the designated area in the yard.

Use of the blasting bay is strictly limited to operators approved and licenced by the LYH Manager.

59 Whilst working in undercover storage areas be mindful of your neighbours and do not engage in activities which may put them at risk. Take care to familiarise yourself with the location of emergency exits, fire extinguishers and potential hazards.

60 If your activities are likely to generate a lot of dust or fumes in undercover storage areas ensure that the area is isolated from the rest of the building and substantial extraction ventilation is operating.

61 It is your responsibility to ensure that appointed Contractors working on our premises are aware of our Company Rules. Any Contractor working on our premises who is not adhering to the rules/guidelines detailed in this document may be asked to immediately leave our premises. We reserve the right to charge Contractors who work on our sites on your behalf.

62 We operate numerous large items of plant/machinery on our yard premises. Please ensure that you maintain a safe working distance away from this plant whilst it is in operation. Pedestrians must use the designated footpaths onsite and stay clear of all working machinery as directed by the banksman and driver.

63 You shall take all precautions against the outbreak of fire in or upon your Boat and You shall observe statutory and local regulations relating to fire prevention as exhibited around the premises. You shall provide and maintain in good working order the minimum number of portable fire extinguishers of an EU government approved or BSI standard type and size as required by boat safety regulations, in or on the Boat and readily available for immediate use in the case of fire.

64 You shall not bulk refuel the Boat in the water, except when moored at the Company's refuelling berth, which is open 24 hours/day, and when trained staff with access to spill kits are in attendance. You shall vacate the refuelling berth when the fuelling operation is completed. No naked flames or mobile electronic devices or vapes should be used near the refuelling berth. Refuelling can be done on your berth from an approved can of 10 litres or less only. We reserve the right to refuse the use of any container deemed unfit for purpose.

65 Report any spills to the Marina office immediately.

66 The lighting of open fires or use of fireworks is strictly prohibited. Barbecues or portable gas cookers may be used when placed on a suitable stand and only in designated areas. They must not be left unattended or used on any pontoons, they should be used only with approved briquettes or gas fitting connectors, and they must be properly extinguished, or the gas supply terminated. The area around the equipment must be left in a clean and tidy condition and all waste removed.

Data Protection and Photography or Video Footage

67 We process personal data strictly for the purpose of providing our berthing and Marina Services.

68 The Company may from time to time take photography or video that captures scenes on the Marina for promotional purposes. If Berth holders or users of the Marina have objections to either themselves or their boats being photographed, they should make their objections known to the photographer or the Marina Office and the Company will take reasonable steps to avoid their inclusion in any photographing or filming. However, the Company cannot guarantee that they will not be included on an incidental basis.

You may only film or take photographs using flying drone or static photographic equipment (such as Go-Pro cameras) with the permission of the Marina Manager.

69 The Company operates CCTV surveillance cameras in the Marina for security and safety purposes in accordance with the CCTV Code of Practice and the Data Protection Act.

General

70 Water to the pontoons may be turned off subject to weather conditions by 30 November and will be turned on 28 February. The Company reserves the right to turn the water off earlier or to delay turning on the water if weather conditions require. Weather permitting, water may be obtained by prior arrangement with the Manager.

71 In accordance with British Marine Industry Best Practice, all berth holders must provide their own hoses to fill their water tanks.

72 The Marina office will be manned every day of the year except Christmas Day.

Special Rules - Lymington

73 All craft entering or leaving the Marina under power or sail shall give way to ferries operated by Wightlink whilst in Lymington River.

74 We provide moorings for seagoing craft only. Craft exceeding 21 metres in length overall or 6 metres in beam are only permitted within the Marina with our prior written consent.

75 Boats must not remain on the car park areas between 01 June and 09 September, and you must make arrangements to have your vessel moved to the Boatyard area or launched in good time.

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