

### 1. DEFINITIONS

#### 1.1. Definitions

Where the following words appear in these Conditions, the Berthing Agreement and the Company's Regulations they will have the special meanings defined here:

**Berth** means the space on water allocated to the Owner by the Company for the Boat during the term of the Berthing Agreement.

**Berthing Agreement** means the Agreement made between the Company and the Owner of the of these Terms and Conditions and the Regulations under which the Company permits the Owner to keep a Boat at the Marina.

**Boat** means any boat, vessel, craft or other marine structure (whether or not its principal propulsion shall be by wind or engine, and including its gear and equipment) which is owned or controlled by the Owner and which the Company has permitted the Owner to keep at the Marina.

**Boatyard** means all the land, buildings and outbuildings owned or controlled by the Company comprising any of its premises including (but not limited to) boat parks, car parks, slipways, lifting docks or any other facility for storing boats ashore.

**Company** means R.K. Marine Limited and includes any parent, subsidiary or associated companies.

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

**Marina** means the water owned or controlled by the Company comprising any of its premises including (but not limited to) docks, pontoons, mud berths, moorings, or any other facility for keeping a Boat at the Marina.

**Owner** means any person, firm, company or other legal entity (other than the Company) who owns or has control of any Boat in the Marina.

**Regulations** means those regulations made by the Company and amended from time to time, which the Company in its absolute discretion, considers necessary to enable those using the premises to comply with the applicable legal requirements or for the safety or security or good management of the Marina and Boatyard.

**Services** means the services to be provided by the Company to the Owner as set out in the Berthing Agreement.

**Vehicle** means any vehicle or trailer owned or controlled by the Owner.

### 2. MANAGEMENT

- 2.1. The Boat and all other property is berthed or stored ashore at the sole risk of the Owner.
- 2.2. The Owner shall follow all reasonable instructions given by the Company in connection with all matters relating to the safe and efficient operation of a Marina.
- 2.3. The Company will provide the Owner with gate codes to access the car park and the Marina. These are published in the berth holder's booklet.
- 2.4. The Company will provide the Owner with an access fob for the toilet and shower block. If the fob is lost, the Owner will be charged for a replacement. The Owner is responsible for the usage of the fob and the Company may cancel the fob if misused.
- 2.5. Water (where available) is provided from standpipes and can be used by the Owners. The water from the standpipes should not be considered safe drinking water.
- 2.6. Electricity (where available) is provided by a pre-paid 16 Amp metered supply. Electric cards can be purchased and topped up with credit in the Marina reception. The Company will accept no liability if the Owner's credit runs out.
  - 2.6.1. The Company cannot guarantee continuous supply as power cuts and breakdowns are not within its control.
- 2.7. The Berthing Agreement includes one month storage ashore free of charge. There may be restricted availability of storage ashore, particularly during the months of January to April due to pressure of demand. Therefore, during times of restricted availability the Company cannot guarantee a full month ashore. The Owner should check with the Boatyard before planning any storage ashore. The Berthing Agreement also includes a 10% discount on boatyard lifting services. This exclusively applies to lifting operations within the Boatyard where boats are lifted out of the water using a crane or travel lift.
- 2.8. No one other than the Owner or the Owner's party is allowed access to any of the pontoons or the Boatyard.
- 2.9. Any item/s left secured to Company property may have the locks cut and item/s removed.
- 2.10. Luggage trolleys should only be used for their intended purpose. Used trollies must be returned in good condition to the designated storage area. Trolleys must not be left where they can present an obstruction or hazard.

- 2.11. The Company permits routine maintenance and upkeep work to the Boat in accordance with clause 9.
- 2.12. Owners are permitted to arrange a private sale of not more than one Boat during any period of 12 consecutive months. In the event of such private sale the Owner shall always be present during which the Boat is viewed.
  - 2.12.1. The Owner must notify the Company of their intention to sell the Boat.
  - 2.12.2. Under no circumstances shall the Owner display a “for sale” notice on the Boat whilst at the Marina.
- 2.13. The Company reserves the right to replace or amend the Marina Regulations and/or Terms and Conditions from time to time in order to promote the better administration of the Marina in the interests of users of the Marina as a whole or to comply with statutes, regulations or bye-laws. The Company shall give the Owner prior written notice of any such replacement or amendments.
- 2.14. The Owner shall remove their Boat and/or Vehicles from the Marina at the request of the Company if they fail to comply with the Terms and Conditions and/or these Marina Regulations.

### 3. SAFETY

- 3.1. The Boat must be berthed by the Owner in the manner and location specified by the Company. Boats are prohibited from being anchored in the Marina or moored in a way that obstructs the Company or other Marina users.
- 3.2. Boats shall only be moored to cleats and equipment designated for such purpose and in such a manner and within berths or such other position as the Company may reasonably require. All ropes and fenders shall be provided by the Owner and the Owner agrees to ensure that the Boat is properly and safely secured to the pontoon at all times. In particular, it is the responsibility of the Owner to check the security of ropes and fenders and to replace them when necessary.
  - 3.2.1. No Boat shall be rafted alongside any other Boat within the Marina without the prior written consent of the Company and the owner or person in charge of the other Boat.
- 3.3. The Owner is responsible for ensuring at all relevant times that there is adequate water for the access to and exit from the Marina for their Boat. The Owner must proceed and navigate with due diligence at all times, relying on good seamanship and in compliance with any navigational signs, signals, and directions authorised by the Company or any competent authority. Particular attention should be paid to current notices to River Users published by the River Hamble Harbour Authority. These notices are available upon request from the Company or can be obtained from the Hampshire County Council website: [www.hants.gov.uk](http://www.hants.gov.uk)
- 3.4. Sailing, fishing, waterskiing, and similar activities are not permitted in the Marina.
- 3.5. Swimming and diving are strictly prohibited in the Marina. Should the services of a professional diver be necessary, the Owner is required to obtain written consent from the Company before engaging the services of any company or individual. Typically, such permission is granted solely in emergency situations. Professional divers operating within the Marina must adhere to the Diving at Work Regulations 1997 and must register at the Marina reception prior to commencing their activities.
- 3.6. Owners are not allowed to ride bikes, scooters, or any other similar transportation vehicles on the pontoons. Disabled users who need such devices for mobility to and from the Boat are exempt, but must ensure that no such items are left unattended on the pontoon unless a designated area has been provided.
- 3.7. The Owner must navigate the Boat in a safe manner, avoiding wash and not causing danger, damage, or inconvenience to others. The Boat should travel at a speed appropriate for the conditions, adhering to a 5-knot water speed limit. Only capable individuals should navigate the Boat, and no one under the influence of alcohol, drugs, or intoxicated substances should operate it in the Marina.
- 3.8. The Company has the right to board, enter (using force if necessary), lift ashore, slip, move, moor, carry out work on, or re-berth any Boat, Vehicle, gear, equipment, or other property of the Owner at the Marina and/or Boatyard at any time for reasons of safety, security, emergency, or to prevent or stop a nuisance or criminal offence. The Company may also carry out any emergency work on the Boat without prior notice to the Owner if, in the Company’s opinion, such work is necessary for the safety of the Boat or the safety and convenience of other users or visitors of the Marina. The Owner shall pay the Company’s reasonable charges for such work.
- 3.9. The Owner must take all necessary precautions to prevent any outbreak of fire in or upon the Boat and must observe all statutory and local regulations relative to fire prevention. The Owner shall provide at least one fire extinguisher in or upon the Boat suitable for the type of engines, fuel and equipment relating to the Boat. Such extinguisher shall at all times be kept instantly ready for use and in good and efficient working order.
- 3.10. Hazardous, inflammable, poisonous, or noxious substances, including spirits, oil, petrol, or other inflammable fluids, must not be brought into the Marina or stored on the Boat unless contained in properly secured containers specifically designed to prevent leakage.
- 3.11. The Owner may only refuel the Boat, its tenders and equipment in a safe and responsible manner.

- 3.12. The Owner is responsible for performing regular inspections of all gas appliances on the Boat. The Company advises that an annual inspection be conducted by a certified gas engineer.
- 3.13. Owners are not permitted to have any sort of fire anywhere within the Marina, this includes (but is not limited to) open fires, bonfires, campfires, outdoor fireplaces, portable barbecues or any similar fire.
- 3.14. No parts of the Boat or other equipment, dinghies, gear, fittings, supplies, stores or similar items shall be stored or left upon the pontoons, jetties, car parks or otherwise within the Marina without the prior written consent of the Company which consent may be granted or refused by the Company in its absolute discretion.
- 3.15. The Owner or any other persons whilst on the Marina are to immediately report to the Company any injury or accident that they become aware of within the Marina.
- 3.16. The Owner must comply with all relevant statutes, rules, regulations, and by-laws governing the Marina.

## 4. ENVIRONMENT

- 4.1. The Owner must properly maintain the Boat as to reduce emissions and prevent fuel or oil leaks.
- 4.2. The Owner will use appropriate absorbents instead of chemicals or detergents to manage any onboard fuel or oil spillages.
- 4.3. The Owner should ensure that if the Boat is powered by an outboard engine(s), it shall be adequately equipped with a supply of absorbing material for use in the event of a spillage on board. If the Boat is powered by an inboard engine(s), the Owner should ensure that the Boat is fitted with internal arrangements such as drip trays, bulkheads, bilge water filters or such other equipment effective in preventing the escape of oil from the bilges into the sea. The Owner must not pump oil or oily bilge water from a Boat into the water of the Marina.
- 4.4. No chemical, sea toilet or other toilet shall be discharged on or into the Marina. A breach of this regulation also constitutes a breach of local authority regulations.
- 4.5. It is strongly recommended that antifouling is not rubbed down whilst the Boat is in the water.
- 4.6. The Owner agrees that no refuse shall be thrown overboard or left on the pontoon or any other parts of the Marina and Boatyard, and must be disposed of only in the bins provided by the Company or removed entirely from the premises. Additionally, the Owner agrees that oil, petrol, tar, paint, sewage, and any other similar hazardous waste shall be discharged safely in accordance with the local waste management regulations (speak with the Marina reception for more information). Under no circumstances shall these waste materials be discharged into the water or elsewhere in the Marina.
- 4.7. Owners are required to follow the steps deemed necessary by the Company to maintain safe and hygienic operations at the Marina. Recyclable materials should be sorted appropriately and disposed of in the designated receptacles.

## 5. ANIMALS

- 5.1. Animals may only be brought into the Marina provided that they are at all times kept under the close control of the Owner and do not cause inconvenience in the form of noise, fouling of pontoons or the communal areas or otherwise. Owners must ensure that fouling by their animals is cleared up and disposed of responsibly. Dogs must be kept on leads at all times.
- 5.2. Animals should not be left unattended in Vehicles at the Marina. The Company reserves the right to gain entry into any Vehicle if animals are found contained therein and to call the RSPCA or other relevant authority if an animal is in distress, out of control or posing a threat at the Marina.

## 6. VEHICLE PARKING

- 6.1. All Vehicles within the Marina are parked at the sole risk of the vehicle owner.
- 6.2. Owners and their guests may park their Vehicles in the Marina car park only when using their Boat or on-site services. This entitlement does not guarantee that a space will be available and spaces will be allocated on a first come first served basis. Additional vehicles can be parked with advanced agreement of the Company.
- 6.3. The Owner must ensure that no Vehicle is parked in a manner that obstructs the pontoons, roadways, slipway, lifting dock, or any other working areas within the Marina. The Company has the authority to remove any Vehicle by towing or other means if its parking interferes with commercial activities, the convenience of Marina users, or poses safety or environmental concerns. The Company may charge the Owner for the reasonable costs associated with moving or storing the Vehicle.
- 6.4. The Owner agrees that the Company may record and use the vehicle registration number to calculate parking charges and enforce regulations, including requesting the registered keeper details from the DVLA.

- 6.5. The Owner must ensure that any Vehicle parked is registered with the DVLA, has valid road tax, holds a current MOT certificate (if required), is insured, is roadworthy, and complies with all relevant laws. The Company reserves the right to refuse acceptance of, or to remove and dispose of, any Vehicle if there are reasonable grounds to believe it does not meet these requirements. The Owner shall indemnify the Company against any reasonable costs incurred in the removal and disposal of such a Vehicle.
- 6.6. No tent, caravan (motor or trailer) or other Vehicle adapted or designed for sleeping may remain in any part of the Marina without the prior written consent of the Company.
- 6.7. The Company reserves the right to engage an engineer to deactivate an alarm installed in any Vehicle parked within the Marina if it activates and remains sounding without deactivation by the Owner within 2 hours. The Owner shall indemnify the Company from the costs incurred and acknowledges that the deactivation of the alarm is undertaken exclusively at the Owner's risk. The Company will endeavour, but shall not be obliged, to contact the Owner to warn that action is to be taken to deactivate any alarm.
- 6.8. Cleaning or conducting any maintenance to Vehicles whilst parked in the Marina is strictly prohibited. Owners are liable for all costs incurred by the Company rectifying any damage caused by such activities.
- 6.9. Owners found in breach of the above vehicle parking regulations (clause 6) agree to pay a parking charge of £60 per day.

## 7. LIVING ABOARD

- 7.1. The Owner is not permitted to reside aboard the Boat in the Marina for more than 10 nights per month over a three month period without the Company's prior written consent.
- 7.2. The Owner must not hire or rent their Boat to third parties for any residential purpose.
- 7.3. The Owner is expressly forbidden from declaring or using their Boat as a principle or main place of residence.

## 8. COMMERCIAL USE OF BOATS

- 8.1. Without the Company's written consent, no part of the Marina, or any Boat or Vehicle in it, may be used for commercial purposes. This includes hiring, chartering, selling, or demonstrating the sale or hire of the Boat. However, a personal friend using the Boat with a contribution towards running costs is not considered a commercial purpose. The Owner must upon request by the Company supply full details in writing of all such use under the provision to this condition.
- 8.2. At no time should a Boat be hired out or rented to third parties for accommodation purposes.

## 9. WORK ON BOATS

- 9.1. The Owner shall not carry out any work to the Boat, gear or equipment whilst in or on the Marina without the prior written consent of the Company (which shall not be unreasonably withheld) other than work limited to minor running repairs or minor routine maintenance.
- 9.2. The Owner must ensure that any work carried out to a Boat in the Marina is executed in a safe, workmanlike and tidy manner and does not cause a nuisance or annoyance to others, or damage to any boat, pontoons or Marina equipment. Tools and equipment must not be placed or left on any part of the Marina. The Owner must not spill liquids on or into the Marina. Work likely to create dust must be conducted with suitable active extraction methods in place and never conducted where the wind would mitigate such extraction. Waste materials must be removed by the Owner after completing work on the Boat. Where appropriate, the Company will charge the Owner for removing any tools, equipment or waste materials and for making good any damage to the Marina or boats or vehicles in the Marina.
- 9.3. All contractors must report to the Marina office, sign and adhere to the relevant Contractors' Terms and Conditions (details of which are available from the Company upon request), and provide a proof of current insurance against potential risks to the value of no less than £5,000,000 (or such sum the Company deems appropriate to the risk presented).

## 10. REPORT DAMAGE

- 10.1. The Owner must promptly report to the Company all damage done to the Marina or to any plant, machinery or other equipment situated at the Marina and/or Boatyard by the Boat or Vehicle or any damage done by the Boat or Vehicle to any other boat or vehicle or any alleged defect in the Marina.

## 11. NUISANCE

- 11.1. The Owner undertakes and agrees not to operate noisy, noxious or objectionable engines, radios or other apparatus or machinery so as to cause any nuisance, annoyance, damage or inconvenience to the Company, Marina users or residents near to the Marina. Owners must secure halyards and other loose rigging so as not to cause such nuisance or annoyance.
- 11.2. The Owner and the Owner's party using the Boat and the Marina facilities further undertakes and agrees that they shall behave in a considerate manner and in such a way as to cause no nuisance annoyance or inconvenience to any other users of the Marina. Drugs and excessive alcohol consumption are strictly prohibited in the Marina. If the Owner, his agents, servants, guests, visitors and/or sub- contractors are found to be in possession of, or in the Company's reasonable opinion considered to be under the influence of, drugs, excessive alcohol or otherwise intoxicated, such person will be asked to leave the Marina immediately, and the Company may terminate the Berthing Agreement.
- 11.3. No obstruction shall be caused or be permitted to be caused on any of the access roads, pontoons, passageways, car parks or boat parks of the Marina.

## 12. KEYS

- 12.1. The Company requests the Owner to leave duplicates of the Boat keys with the Company. These keys may be used by the Company to enter or to move the Boat if requested by the Owner or if the Company believes that it is necessary or desirable so to do.
- 12.2. Keys will not be released by the Company to third parties without the prior consent of Owners. The Owner shall add the third parties to a key list.

## 13. CONDITION OF BOAT

- 13.1. Boats must be maintained in a seaworthy condition, capable of self-propelled movement, and kept in a presentable state. The Company reserves the right to request the Owner to provide a Condition Survey Report. This report should be completed by a qualified professional surveyor at the Owner's expense and will be required to assure the Company that the Boat is capable of self-propelled movement, is structurally sound, and poses no risk to safety or navigation within the Marina. The Company's request will be made in writing and will give reasonable notice to the Owner. Should the Owner fail to engage a professional surveyor, the Company may do so on the Owner's behalf, and any costs incurred will be charged to the Owner.

## 14. INSURANCE

- 14.1. The Owner assumes all risk and responsibility for the security of the Boat and its safe operation at all times. The Owner shall maintain in full force and effect a suitable policy of insurance for the Boat, its gear and equipment (and any other property in the Marina belonging to or in the care and custody of the Owner) for public liability and third party liability in respect of claims for damage to persons and property in the sum of at least £3,000,000 (three million pounds sterling) for any one event. Such insurance to be effected with reputable insurers. Additionally, where necessary, the Owner shall maintain a policy of employers' liability insurance fully in accordance with current legal requirements.
- 14.2. The Owner shall not cancel, surrender or materially alter the terms of any part of the insurance programme without the prior written consent of the Company.
- 14.3. The Owner shall furnish the Company on request with full details and legible copies of the current insurance certificates and policies together with evidence of their good standing.
- 14.4. Notwithstanding any other provisions of these Regulations concerning the control and management of any person working upon the Boat and the consenting process for work to be undertaken, 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 Boat. The Owner must ensure that any such persons hold current, adequate and appropriate insurance cover. Failure to do so will expose the Owner to substantial financial risk and possible prosecution.

## 15. LIABILITY AND INDEMNITY

- 15.1. Boats, tenders, dinghies and Vehicles are within the Marina at the Owner's risk, except to the extent that any loss or damage to such items is caused by the Company's staff, agents or contractors.
- 15.2. The Company will not be responsible for losses suffered by the Owner except those losses which are a foreseeable consequence of the Company's breach of these Rules. The Company's liability shall not (including in respect of the Owner using the Marina for non-business purposes) include losses relating to any business of the Owner such as lost profits, lost business, lost anticipated savings or damage to reputation.

## 16. RIGHT TO TAKE PHOTOGRAPHS AND VIDEO FOOTAGE

- 16.1. The Company may from time to time take photography or video footage that captures scenes on the Marina for promotional purposes. If Owner has objections to either themselves or their Boat being photographed, they should make their objections known to the Company 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.
- 16.2. The Company operates CCTV Surveillance Cameras in the Marina 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.
- 16.3. The flying of drones or other unmanned aircraft in or over any part of the Marina is strictly forbidden without the express prior written permission of the Company.
- 16.4. The Owner must notify the Company in writing, and obtain the written permission of the Company (which the Company may reasonably refuse), prior to installing or using any CCTV equipment on the Boat at the Marina. Any CCTV system used or operated by the Owner on their Boat must not capture any images of people outside the boundaries of the Owner's Boat.