

## Fox's Marina Ipswich Limited

### REGULATIONS

#### DEFINITIONS

Where the following words appear in these Regulations they shall have these meanings:

**Berth** 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 Licence.

**Company** shall mean Fox's Marina Ipswich Ltd and includes any parent, subsidiary or associated companies.

**Marina** shall include a yacht marina, mooring or any other facility for launching navigating, mooring or berthing a vessel.

**Marina Berth** means the berth in the Marina temporarily allocated to the Owner from time to time by the Company for the Vessel during the term of a Licence.

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

**Owner's Party** shall include the Owner's family, crew, private guests or visitors.

**Premises** means all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, pontoons, jetties, quays, sheds, workshops, hard standing, roadways and car parks.

**Regulations** mean those regulations (if any) made by the Company, 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 Marina or 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 a Licence.

**User** means any person using the Premises or Marina for any purpose whatsoever.

**Vessel** shall include any form of craft, boat, ship, yacht, dingy, multihull, or other marine structure which is the property of or is in the care and control of the Owner, whether or not detailed in a Licence.

1. The Company reserves the right to introduce Regulations and new terms and conditions or to vary these Regulations and terms and conditions in order to promote the better administration of the Premises and Marina or to comply with statutes, regulations or By Laws.
2. No dangerous, inflammable, poisonous or noxious substances, spirits, oil or petrol or other inflammable liquid, gas or solid shall be brought into the Premises or Marina or stored on a Vessel except in properly secured containers expressly designed to contain such substances against leakage or escape. The Vessel Owner is responsible for the consequences of any leakage or escape and any costs arising therefrom.
3. The Vessel Owner shall take all necessary precautions against the outbreak of fire in or upon the Vessel and shall provide at least one appropriate fire extinguisher in or upon the Vessel suitable for the type of engines, fuel and equipment relating to the Vessel and of a kind which shall be approved by the appropriate Government Department. Such extinguisher shall at all times be kept instantly ready for use and in good and efficient working order and within an annual service date and within the term of discharge pressure test date.
4. A Vessel in the Marina shall at all times be controlled and navigated in a seamanlike manner so as not to cause danger, damage or inconvenience to any other User or Vessel. In particular the Vessel shall proceed at a speed which is safe in relation to prevailing conditions and shall at all times comply with any speed restrictions displayed from time to time within the Marina or imposed by any relevant Harbour or River Authority.
5. The By Laws of the River or Port Authority and all other rules or regulations affecting the Marina shall be observed at all times.
6. A Vessel shall be berthed by the Owner in such a manner and in such location as the Company may require. All necessary warps and fenders shall be provided by the Owner and the Owner expressly undertakes and agrees to ensure that the Vessel is properly and safely secured and attached to the pontoon or mooring at all times. In particular it is the responsibility of the Owner to check the security of warps and to replace them when necessary.
7. A Vessel stored ashore shall not be moved nor shall any chocks or shores be moved or removed except with the Company's consent. Chocks, shores or cradle legs used for the storage of any vessel shall not be interfered with, altered or removed at any time.
8. A Vessel, its tenders and equipment shall be refuelled in a safe and responsible manner and wherever possible in a designated refuelling area within the Marina.
9. Any directions and regulations of the Company displayed on the public noticeboard and/or the refuelling areas shall be complied with at all times.
10. No person shall be permitted to work on a Vessel or otherwise at the Marina and Premises so as to cause damage to other Vessels or nuisance or annoyance or inconvenience to other Users and neighbouring private residences.
11. When cleaning or maintaining a Vessel, or as a result of any other operations, all reasonable steps shall be taken to ensure that the minimum dust is caused.
12. The Owner shall not operate or permit to be operated within the Premises or Marina any engine, generator, machinery, radio or any other apparatus so as to cause any abnormal levels of noise, dust, pollution or any nuisance, annoyance or inconvenience to other Users or any person residing in the vicinity of the Premises and Marina, including neighbouring private residences.
13. The Owner undertakes and agrees for themselves and the Owner's Party that they shall behave in a considerate manner while using the Vessel and any facilities provided by the Company and shall not cause nuisance, annoyance or inconvenience to any other Users.
14. The Company has the right to require the Owner or the Owner's Party (or any of them) to leave the Premises and Marina immediately if they act recklessly or unreasonably or fail to observe these or any other applicable regulations.

15. No waste or refuse shall be thrown into or deposited in or on any part of the Marina and Premises or disposed of in any other way other than in the designated waste receptacles provided by the Company or by removal from the Company's Marina and Premises. Oil, petrol, tar, paint (antifouling or otherwise), sewage or any other similarly toxic or noxious substances and wastes shall be placed only into the receptacles specifically provided to receive such waste materials and not in any other receptacle, or be entirely removed from the Company's Marina and Premises. The disposal of out of date flares or other pyrotechnics is the sole responsibility of the Owner and such items cannot be disposed of by the Company nor placed into the Company's waste receptacles.
16. Marine toilets, sinks and bilges must not be discharged onto the Premises or into the Marina.
17. The Owner shall themselves or otherwise ensure that all waste materials shall be cleared daily after work on the Vessel or otherwise and shall be disposed of in accordance with these Regulations. If such waste is not cleared promptly the Company shall be entitled (but not obliged) to remove such waste and if it does so the Owner shall pay on demand the Company's reasonable costs and expenses incurred in collecting and disposing of such waste.
18. Animals may only be brought into the Marina and Premises on condition that they are at all times kept under control. Dogs are to be kept on a leash. No animal shall cause inconvenience in the form of noise or fouling of the Marina and Premises or any other Vessel. So far as is reasonably practical animals shall be kept aboard the Vessel at all times. Strict regulations exist for the control of rabies and the Company reserves the right to require the Owner to remove any animal from the Marina and Premises without prior notice. No animal which has originated from or been taken abroad shall be brought into or landed at the Marina or Premises without the prior written consent of the Company. The Company reserves the right to report the presence of any animal in the Marina to the Environment Agency or other responsible authority.
19. All trailing ropes, cables etc. must be positioned so far as is practicable not to cause obstructions to walkways or creating foreseeable trip hazards. These must ideally be ground laying and not elevated.
20. At all times halyards, flags, banners and other items attached to the Vessel shall be secured so as not to cause any noise, nuisance, annoyance or inconvenience to other Users.
21. No washing line shall be erected on the Vessel or within the Premises and Marina and no washing shall be displayed on the exterior of the Vessel.
22. The use of pressure washers by customers anywhere on the Premises or Marina is strictly forbidden, unless expressly authorised by the Company in advance.
23. The Work at Height Regulations 2005 apply to all work at height where there is risk of a fall that is liable to cause personal injury. The Regulations require duty holders (employers, the self-employed, landlords etc) to ensure that all work at height is properly planned and organised and that those involved in the work are competent. The risks from working at height should be assessed, and used to select appropriate work equipment (which has been inspected and maintained). Fox's Marina applies the controls required under the Working at Height Regulations 2005 to tasks undertaken on by employees on behalf of the company. Due to the potential of Non-Compliance to the regulations Fox's Marina are unable to provide ladders for customer use. Unauthorised use of all Fox's Marina company property including ladders, is strictly forbidden. Fox's Marina encourages all users of personally owned Working at Height equipment to follow the guidelines available ( e.g <https://ladderassociation.org.uk> ) in the best practice as to how to inspect and use ladders safely and cannot take responsibility for any accident or incident resulting from unauthorised or incorrect use.

#### **Vehicles and Parking**

24. The Owner, Owner's Party and their visitors must adhere to the vehicles and parking regulations in force at the Premises or as the Company shall direct from time to time. The Owner shall bring these regulations to the attention of all such persons and shall be responsible to the Company for their compliance with them.
25. All vehicles on the Premises are solely at the vehicle owner's risk and the Company shall not accept any liability for injury, damage, loss or theft even if the Company holds a spare set of keys.
26. All vehicles parked on the Premises must be in a roadworthy condition, insured, taxed and have a current MOT certificate, as applicable.
27. In the interests of good management of the Premises, the Owner shall provide the Company with the make, model, colour and registration number of their vehicle(s) which access and park on the Premises and update the Company upon request or on change of vehicle.
28. A maximum of two vehicles per Vessel may be parked on the Premises at any time.
29. The upper (berthholder) car park is to be used for daily or short term parking of vehicles only. For longer stays (or if leaving vehicles on site whilst away from the Marina on the Vessel) the lower car park spaces are to be used. A set of keys may be left at the Company's Reception if leaving a vehicle whilst away, in case it should need to be moved in an emergency.
30. All vehicles must be parked in the available marked parking bays, and in no circumstance on double yellow lines or in any other areas unless with the specific permission of the Company.
31. No vehicle is to be parked or placed so as to obstruct emergency access routes, pedestrian walkways or public rights of way access.
32. No vehicle is to be parked or placed near the pontoons, roadways, slipways, crange platforms or any other area of the Premises, nor shall any vehicle or trailer be abandoned on the Premises.
33. The Company reserves the right to remove any obstructing or abandoned vehicle at the vehicle owner's cost and risk by crange, towage or otherwise. If a vehicle is in visibly poor condition the Company shall reasonably regard it as having been abandoned.
34. Trailers should clearly display the owner's name and current contact details. The Company reserves the right to recover from the owner the reasonable costs and expenses incurred in moving or storing or, where appropriate, disposing of any trailer.

35. No tent, caravan (motor or trailer), commercial vehicle or any other vehicle adapted or designed for sleeping or storage may remain on any part of the Premises without the prior written consent of the Company.