

Pillings Lock Marina - Rules & Regulations
November 2012

A

Activities Not Permitted

Sailboarding, Dinghy Sailing, Diving & Swimming and any other activities similar are not permitted in the **marina basin**.

Animals (*Also see Dogs*)

Animals brought onto the site must be kept away from areas that would cause harm to themselves or other users of the marina. Any waste caused by animals in the marina should be cleared up by the owner and disposed of in the proper refuse areas. Animal waste should never be discharged into the marina basin at any time.

Pet Cats are not allowed at the Marina - this is to protect the local population of small nesting birds.

Animals may not be brought into any inside room of any building at the marina. Animals are permitted on the decking area of the café if properly tethered and supervised.

Users not adhering to rules about animals will be asked to remove them from the marina permanently.

The company takes a firm view on the responsible supervision of Animals.

B

Barbeques are only permitted in the designated area which is the strip of land bordering the North East side of the marina & the canal. Barbeques which may scorch or damage plants or wildlife are strictly forbidden. Any waste or ash should be cleared up by the user and not disposed into the marina basin, but placed in a proper and safe way into the refuse areas of the marina.

Barbeques are not permitted in high winds of more than 15 mph. Barbeques should never be left unattended and conducted only by adults.

Behavior & Conduct

Users should conduct themselves in a polite and considerate way at all times whilst in the marina. Aggressive or antisocial behavior will not be tolerated and users conducting themselves inappropriately may be asked to leave the marina. The company reserves the right to end any agreement or contract with users that act inappropriately, with immediate effect.

Berthing / Mooring (*also see Entering the Marina*)

No vessel shall be berthed as to cause obstruction to the company or any other user in the marina.

Berth locations are allocated by the company and cannot be changed without prior consent except in the case of an emergency.

Bicycles

Bicycles must be kept in the approved areas or in/on patrons boats or vehicles. Any Bicycles or Motorbikes chained to any Marina fixtures or property may be removed without notice at the expense of the owner. Any bicycles left on the Marina Bike Racks which seem neglected/rusty/inoperative will be removed without notice & at the expense of the owner.

Boats All craft using the **marina basin** should be appropriately Licensed, carry a current and valid Certificate of Compliance, Insured against damage to any Third Party & kept in clean and presentable order externally. The **Name of the vessel** shall be clearly displayed at all times and on any **Dinghies , Tenders, Canoes** or any other gear relating to the vessel. **Dinghies , Tenders & Canoes** may be stored free of charge on the roof of your main vessel but any **smallcraft** left on the mooring pontoons or in the water when not being used will incur a charge of £10 + VAT per month or part thereof which will be invoiced to the owner without notice.

Boats must proceed outside the marina basin on at least two occasions each year.

C

Cars & Vehicles

One vehicle is permitted on site per boat mooring rented unless permission is granted by the General Marina Manager.

Vehicles must only be left on-site if (i) the owner is in attendance to their vessel or berth, or (ii) the owner is out cruising on their vessel and their berth is vacated. Storage of vehicles not in daily use is prohibited.

Owners should notify the **Company** of their vehicle details in writing or by email before parking them on-site. **Extra vehicles** may be allowed only at the sole discretion of the **Company** and permission should be granted before any extra vehicles are parked on site. A weekly charge will be levied for **extra vehicles** using the car parking areas for more than one day or part thereof, per week.

All vehicles using any area of the marina site must carry a **valid road fund license, Third Party Insurance and MOT** certificate where applicable. Proof of these Insurance and MOT may be requested by the Marina Management at any time.

Vehicles not in displaying a current tax disc may be impounded and removed at the expense of the registered owner.

Vehicles over 2 metres high prohibited, except by prior agreement with Marina Management.

Vehicles must be parked in marked bays only. No parking on roadways or grass verges. Vehicles should not be driven on areas not surfaced for road use including grass verges, tracks used by plant and machinery and footpaths. Any vehicle which becomes stuck in these prohibited areas will be removed by the company and the owner charged a fee according to the current hourly rate for labour at the marina, with a minimum one hour charge. Any damaged done to verges and planted areas may also be charged for in addition.

Before leaving any **vehicle** on site for **more than 7 consecutive days**, the marina management should be informed of the vehicle details by email or letter and the vehicle must be parked in the appropriate area. Any vehicle left on site for **more than 14 consecutive days** should be accompanied by a spare set of keys left at the marina office in case of emergencies.

All vehicles are left on site at the risk of the owner. The Marina Management cannot accept any responsibility for loss or damage to vehicles howsoever caused.

With the exception of vehicles owned by the marina, delivery & service vehicles, commercial vehicles must not be parked in the areas east of the electricity pylon (car park next to the Main Building). Vans & commercials in use by berth holders must be parked in the gravel car park or parking spaces adjacent to berths J3-J10.

Children & Minors

Children under the age of 13 must be supervised by an adult at all times. Children under the age of 13 using any of the pontoons or floating walkways must wear an approved Lifejacket at all times. Running or playing of games on the pontoons and walkways is not permitted.

Contractors / Outside Agents

As Pilling's Lock Marina is affiliated with many local contractors and has a skilled workforce which can undertake any manner of works upon as vessel.

If a boat owner chooses to use an outside Subcontractor for works on their vessel that will result in an invoice being paid to the contractor the Subcontractor must report to the Workshop Office before starting work and have all Business Insurance Documentation available to show the Staff here. A Daily Fee is payable for working on-site here at Pilling's Lock Marina. (**see Subcontractors**)

D

Damage

Any damage caused by users in the marina, accidental or otherwise, should be reported to the company immediately. Costs to repair any property damaged will be charged back to the person responsible. It is important that **all users** have adequate **Third Party Insurance** to cover any such accidents.

Display of Vessel Name and License – both these pieces of information must be clearly displayed on vessels whilst in the marina basin, at all times.

Definitions

The "**Company**" means Pillings Lock Marina Ltd or any of it's authorized operatives or subsidiaries.

"**Extra vehicle**" means any car, motor caravan, van, trailer or similar vehicle used for social, domestic or business purposes in addition to the primary vehicle used by the "**User**".

The "**Marina**" means all property, land and water under the control or management of "The Company".

The "**Marina Basin**" means the areas of water directly connected to the canal and designated for the purposes of mooring, refueling and maintaining vessels.

The "**Owner**" Means any person who owns or is in control of a vessel using the marina.

"**Subcontractor**" refers to any person(s) employed to undertake works on a vessel who are not part of a company officially based here at the Marina for Business Purposes and are not instructed by the Company directly.

"**Vehicle**" means any vehicle, motorbike or trailer.

The "**Boat**" or "**Vessel**" means any vessel, it's gear or equipment.

"**Smallcraft**" is the term used for any dinghy, canoe or tender that may be used occasionally for recreational purposes.

The "**User**" means any person in the marina.

Dinghies & Tenders

These shall only be used to gain access to parts of the **marina basin** and give way to boats entering and leaving the marina. Dinghies and tenders shall not be used by children under the age of 14 unless supervised by an adult. Dinghies and Tenders must be stored out of the water when not in use either aboard the vessel or inside a vehicle. Dinghies & Tenders left in the **marina basin** will incur a mooring charge of £10.00 per week or part thereof.

Dogs should be kept on a lead at all times unless in the designated dog walking areas which are the borders to the North West & North East (canal side) of the site. Any waste caused by dogs must be cleared immediately by their owners and Dogs should be kept under a watchful eye at all times to ensure all waste is accounted for. Dog waste should not be discarded into the marina basin or any lake on site and only placed in the correct refuse bins. Dogs should not cause nuisance or harm to any wildlife in the marina. Dog are not permitted to Urinate on the mooring pontoons or walkways.

Dogs which continually exhibit aggressive behaviour must not be kept here at the Marina and should be taken off-site permanently.

Users not adhering to rules about Dogs will be asked to remove them from the marina permanently and may ultimately have their mooring contract withdrawn by the company.

The company takes a firm view on the responsible supervision of Animals.

E

Electricity

All supplies of 230v electricity at the marina are property of the company. Pilling's Lock Marina Ltd is a Re-seller of Electricity through its own network of cables and meters. Standing charges apply to cover distribution, maintenance & administration costs. Electricity may be purchased from the company office by way of "top-up" cards in £5.00 and £10.00 in value** Only top-up cards purchased from the company premises may be used at the marina. A discount on our Standing Charges is available for the Bulk Purchase of Electricity from our Marina Office as this enables us to reduce our administration costs. Top-up cards purchased from other marinas or suppliers must not be used at the marina. Current rates for Electricity and the standing charges will be displayed on the company website. (**subject to availability)

Engines

The running of engines whilst tied to the pontoons should be avoided except for maintenance. Running of engines at berths should not take place outside of the hours of 8.00am until 7.00pm so as not to disturb other Marina users.

Oil from bilges should not be pumped into the marina basin, but disposed of by the berth holders. The nearest Recycling Site to receive **waste oil** is at Granite Way, Mountsorrel. **Engine Oil** must not be left on-site and should be disposed of by the boat owner/engineer working on that vessel.

Entering the Marina by Boat

Due care and diligence should be observed at all times when maneuvering in the marina basin. Excessive wash or wake should be avoided at all times and speeds of boats restricted to ensure no damage to the pontoons, banks or other vessels may occur. Vessels should not enter or leave the marina during the hours of darkness unless manned with a crew of at least two adults.

Entering the Marina by Vehicle

All persons should take due care and diligence when in charge of a vehicle on site and adhere to a strict maximum speed limit of 15mph.

F

Fire

Outdoor fires for any purpose are strictly forbidden at the Marina.

Fires onboard vessels should not be left untended at any time. For strict safety reasons, **candles and other naked flames** should not be used for the purpose of lighting onboard vessels whilst they are moored in the marina.

Fishing

Fishing with lines, rods or nets in any part of the Marina Basin or lakes is not permitted unless prior written consent is granted by the Marina Office at least 48 hrs in advance. Anglers are also forbidden from using the canal entrance at any time as this obstructs navigation.

G

Games The playing of any games which may cause nuisance or annoyance to any user of the marina is strictly forbidden.

L

Late Payment of Fees

Customers are given 30 days from the date of their invoice to pay the due **licence fees or other charges levied by the Marina**. No reminder shall be sent when the balance is due. Payments which are not received in good time shall result in any previous discounts or agreed lower rates being null and void and the customer will receive a new invoice for the current rates as advertised on the company website and office which must be paid within 7 days. **Overdue Payments** will incur a **£35.00 late payment charge for every reminder sent by the Marina**. The Marina reserve the right to pass overdue debts on to outside companies which may also add on additional charges. If you cannot pay your bill you must contact the marina office immediately to avoid further charges. See **Lien and Power of Sale below...**

Launderette The Launderette in the facilities building on site is for the sole use of marina berth holders. It is also very important to the local environment that **ONLY APPROVED DETERGENTS ARE USED** in the washing machines on site (some detergents affect the operations of the on-site sewage management systems). Approved brands for use include "Ecover". **Bleach** must not be used under any circumstances. Washing should be collected immediately after wash/dry cycles are finished and removed from the laundry area. It is recommended that any vessels fitted with washing machines also refrain from using unapproved Detergents if the wash water is discharged into the canal/river. These detergents damage wildlife.

Laundry / Washing Lines are not permitted in any part of the marina grounds. Washing should be dried and aired in the Laundry Area or inside vessels.

Lien & Power of Sale Each owner shall promptly & within specified deadlines pay for any usage or services provided by the marina as these amounts are due. If an owner fails to make any payment by due deadlines then the Company shall be entitled to suspend the provision of any services to the owner, prevent the vessel leaving the marina, remove the vessel from the berth and appropriate any charges that the company shall see fair and fit to the owner. The company shall also make an interest charge on any amounts outstanding of 1.5% of the total amount outstanding per calendar month or part thereof.

Any subsequent discounts to rates or fees will be withdrawn by the company and the vessel shall be charged at the standard monthly rate as advertised on the company website.

M

Measurement of Boats For purposes of obtaining the chargeable length of a vessel, the measurements shall be calculated to include all boarding ladders, fenders, dinghies/tenders, bowsprits, pushpits or pulpits situated on both the fore and aft of the vessel.

Vessels over **2.1m (7ft) wide**, discounting fenders, will be calculated as **Widebeam** and charged at the applicable rate.

The company reserves the right to at any time measure a vessel for this purpose and should the vessel be found to be larger than that stated by the owner, the owner will be notified and any applicable charges back-dated to the date at which the vessel was first in residence in the marina.

Movement of Vessels the company reserves the right to Board, Move or re-berth vessels without notice if there is an emergency or if the berth holder has failed to pay mooring fees.

Vessels moving out of the marina for periods in excess of 1 week should notify the marina office in writing, verbally to an attending staff member or by email detailing their planned trip length and estimated return date. *Please also see **cars & vehicles left on site***

N

Noise

Playing of music, Musical Instruments, Audio Visual or Electronic Gaming equipment or any similar device to an extent whereby the noise level is considered a nuisance to other marina users is forbidden. Noise levels should be kept to a bare minimum between the hours of 10.30pm and 7.00am.

This includes the running of car/motorbike/boat engines for the purposes of 'warming up' – vehicles should be taken offsite as quietly as possible during the hours of 10.30pm to 7.00am.

P

Post

Items delivered by post or courier to users of the marina are only permitted with advance permission of the company and under exceptional circumstance. Any items sent without prior permission will be returned to the sender or a £1.00 per item charge made by the company for signing & handling of parcels by the office.

Post Boxes are available from the marina office for rental. They are to be used for the sole purpose of acting as a forwarding address only. Customers may not use the post boxes here at Pilling's Lock for voters roll registration, running a business or claiming of state benefits. Post boxes are only available to Leaseholders & Berth Holders paying "**Daily User**" Rates.

Pets – See Animals or Dogs

Pontoons & Jetties must be kept clear of obstructions at all times. Personalisation of moorings is not permitted – this includes name plates, door mats or any painting or colorings of the pontoon or jetty. Empty containers, trolleys and other items should be stored on berth holders vessels or in their vehicle.

Access to the mooring pontoons is only permitted to berth holders or their authorized associates.

Users should not run or take actions as to cause danger to themselves or others whilst using the mooring pontoons.

Power Tools

No power tools should be used on site except between the hours of 8.00am and 7.00pm unless permission is granted beforehand by the marina management.

Pump-Out – is available from the marina's Pump-out Dock. Tokens to operate the Pump-out unit should be purchased from the Marina Office or Café only. The Pump-out unit is set to operate for approximately 4 minutes per token & larger holding tanks may require two or more pump-out cycles to be performed.

R

Refueling of diesel engine vessels is only permitted in the marina at the designated Fuel Jetty. Refueling of petrol engine vessels should be done with extreme care. Any spills must be reported to the Marina Office immediately.

Refuse and Recycling

All refuse is recycled by sub-contractors to the marina and this does carry an additional cost to the Marina.

Refuse should be taken to the refuse area immediately and not left on pontoons or any other area of the marina. All refuse and recycling should be contained securely as to prevent spillage or intrusion by wildlife. All refuse should be compacted as much as possible – i.e. cardboard broken down flat/plastic bottles squashed down / plastic bags not deposited with air sealed inside them – this ensures that the bin space is maximized and operating costs are kept down.

Reporting Damage

Users shall report damage to the property of the company or other users, to the company promptly. At the latest this should be done on the next working day by telephone, email or letter to the company.

Rules & Regulations Any person or vessel entering the marina for any purpose whatsoever must comply with the Rules & Regulations defined in this document and by entering the marina they automatically accept an obligation to observe them. Provisions of these Rules and Regulations are in addition to any Berthing Agreement that vessel owners may use the marina under.

S

Safety

It is imperative that all users have safety as a foremost concern at all times. Users should make themselves aware of all safety features installed around the marina site to include ladders, buoyancy aids and firefighting equipment.

Any user causing danger to others or themselves, or acting in an unsafe manner, may be removed from the marina site and risks having any outstanding berthing agreements terminated immediately.

Sanitary Point – is located on the west end of the boat repair workshop and is for emptying toilet cassettes only. No oil or other matter should be deposited in this basin. Water to rinse toilet cassettes should be used sparingly as the marina operates on a holding/cesspool which is emptied by tanker at an additional running cost.

Security

All vehicles and vessels left on site should be properly secured and locked.

Selling Your Boat

Owners wishing to sell their boat whilst it is berthed in the marina basin should notify the marina office immediately by email or letter. Should the vessel be sold privately or by introduction by a Broker other than the resident broker at the marina the company reserves the right to charge a commission of 1.5% of the vessel sale price plus VAT.

Fees and agreements for the Company's Own brokerage service will be available separately on request.

Speed Limit – Vehicles

This is set at 15mph and must be adhered to at all times by all motor vehicles.

Speed Limit – Vessels

All vessels should operate at very low speeds in the marina basin so as to be able to stop quickly and safely.

Spillages

Owners are responsible for ensuring that boats and vehicles do not deposit oil or any other substance harmful to the environment either in the basin or on car parks and roadways.

Storage Sheds

These units are available subject to separate terms and rental fees. Storage sheds are only available to customers on **Daily User** rates or with a current 12 month contract in-place. A storage shed must be given up at the point of ending a berthing contract with the Marina.

Subcontractors

All subcontractors working on site must report to the **Workshop Office** before starting work on-site & must have a copy of their own liability insurance on hand to show to the Workshop Staff. A Daily fee of £25.00 inclusive of VAT is payable by any subcontractor working on a vessel at Pilling's Lock Marina. Regular Subcontractors may contact the Workshop office to negotiate an annual rate payable for conducting their business here. **Berth Holders** who book a **Subcontractor** to come to site MUST forewarn the Subcontractor of these rules and ensure they bring their Business Insurance documents with them.

T

Television Ariel's / Satellite Dishes

Any such devices fitted to boats whilst in the marina must be approved beforehand by Marina Management. As a guideline, no Ariel or dish should exceed dimensions of one metre cubed including any support fixings or masts. Devices should not protrude outside the exterior limit of the vessel area.

Trailers

The company reserves the right to make charges for trailers and other similar vehicles left at the marina site. Charges will be equivalent to 50% the standard Annual Berthing rates applicable to the overall length of the trailer or vehicle.

U

Usage of berth

No restrictions are made on the amount of time you can stay on board your boat whilst it is on the mooring you have paid rental for however persons using the mooring for an overnight stay who average more than 2 nights per week will be classed as "Daily User" and subsequent "Daily User" fees applied. Maintenance to boats may be done by the owner on the berth.

Any **commercial use** of the berth including Hire, Contractors work, Sub Letting of the berth or Selling a boat is at the permission of the Marina Operator only and must be granted in advance. There may be surcharges applicable to **Commercial Use** of a Berth. **Sub letting of Annually Contracted berths is not permitted.**

V

Vehicles – see *Cars & Vehicles*

Vessels – See *Boats or Dinghies/Tenders*

W

Washrooms/Toilets – These facilities are provided for the use of mooring customers at the discretion of the Marina Management. There may be times when it will be necessary to allow other customers of the marina to use the Berth Holder washrooms. Washrooms should be used for the sole purposes of marina users **personal hygiene** only. **Pets and any other commercial items should not be taken into the washrooms or toilets.**

Washrooms should be left clean and tidy with any damage or drop in standards being reported to a member of management at the first opportunity.

Welfare – see *Safety or Behavior & Conduct* **WORKING ON BOATS** – See *"SubContractors"*