

## Pillings Lock Marina - Rules & Regulations

### **A**

#### **Activities Not Permitted**

Sailboarding, Diving & Swimming, and any other similar activities 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 (dogs are permitted in the office only).

Animals are permitted on the decking area of the restaurant 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 not permitted on the marina grounds or on the boats whilst in the marina.

#### **Behavior & Conduct**

Users should always conduct themselves in a polite and considerate way 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. We promote a **Zero tolerance policy**.

#### **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 - see M "Movement of Vessels"**

#### **Bicycles**

Bicycles must be kept in the approved areas or in/on patron's 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. No bicycles should be left on pontoons at any time.

**Boats** All craft using the **marina basin** must have a current Crt License and valid Certificate of Compliance – ***In this case BSS Boat Safety Scheme*** and be insured against damage to any Third Party & kept in clean and presentable order externally. The **Name of the vessel** shall be clearly always displayed and, on any Dinghies, **Tenders, Canoes** or any other gear relating to the vessel. **Please see section D Dinghies and tenders.**

All boat owners must keep the Vessel and any other vehicles or equipment in at or on the Marina in good condition, well maintained and adequately protected and always secured. If, in the opinion of the Company, the Vessel or any vehicle or equipment is unfit or unsuitable to remain at the Marina the Company reserves the right to terminate the agreement.

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

### **C**

#### **Cars & Vehicles**

**One vehicle** per person is permitted on site per residential mooring unless permission is granted by the General Marina Manager. Each person with a vehicle on site must hold a valid UK license

**Vehicles** must only be left on-site if (i) the owner is in attendance on 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 leaving their vehicle whilst not on-site are asked to park in the gravel car park.

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. All boat insurance policies must have a minimum of 5 million public liability insurance.

**Vehicles over 5 meters in length should be parked in the far bay of the gravel car park parallel to the slipway. All commercial vehicles / Vans and Camper vans must be parked in the gravel car park. Any vehicle with a company logo or signwriting must also park in the gravel car park. Except for vehicles owned by the marina**

**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 / machinery and footpaths. Any vehicle which becomes stuck in these prohibited areas will be removed by the company and the owner will be charged a fee according to the current hourly rate for labour at the marina, with a minimum one-hour charge. Any damage done to verges and planted areas may also be charged for in addition. Untaxed or uninsured vehicles must not be left in the Marina Car Park

(with exception to the Leaseholder Car Parking Bays) and any untaxed vehicle that is identified by Marina Staff will incur a charge of £25 per month including VAT. The company may choose to have vehicles removed with 28 days' notice at the expense of the vehicle owner and any vehicle marked for removal will be identified with a notice warning of the impending removal.

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.

#### **Children & Minors**

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

#### **Contractors / Outside Agents**

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

The Subcontractor must report to the Marina Office before starting work and have all Business Insurance Documentation available to show the Staff here. Ensuring such people are suitably insured for a minimum of £5m cover and hold relevant PI / PL cover. Hot works are not permitted on berths and permission in advance for any such works will be required and a suitable position in the marina will be arranged if possible – *request made to marina management.*

**All berth holders must inform us in advance of a subcontractor attending site.**

## **D**

#### **Damage**

Any damage caused by users in the marina, accidental or otherwise, should be reported to the company immediately.

**This Includes any collision with other craft regardless of whether damage is sighted.**

The costs of repairing any damage will be charged back to the person responsible. It is important that **all users** have adequate **Third-Party Insurance including salvage** 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 its 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 work 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.

“**Small craft**” 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 & Canoes**

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, tenders and Canoes shall not be used by children under the age of 14 unless supervised by an adult.

All minors **MUST** wear a life jacket. 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 in your mooring bay** will incur a mooring charge of £20 inc VAT per week or part thereof which will be invoiced to the owner without notice. If the vessel is moored in an alternative berth the full mooring charge will be applied (Min Charge £224 per month)

If an issue is raised with your dinghy, tender or canoe and the owner fails to attend within 24hrs a minimum charge of £120 plus vat will be issued for staff attendance to the craft.

**No dinghies, tender or canoes are to be stored under the pontoons or fingers for safety and floatation reasons**

**These must be licensed and insured suitably: *licensing your canoe* [www.canalrivertrust.org.uk](http://www.canalrivertrust.org.uk)**

**Dinghies, Tenders & Canoes** may be stored free of charge on the roof of your main vessel

**Dogs** should be always kept on a lead unless in the designated dog walking areas which are the borders to the Northwest & Northeast (canal side) of the site. Any waste caused by dogs must be cleared immediately by their owners and Dogs should be always kept under a watchful eye 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. Dogs are not permitted to Urinate on the mooring pontoons or walkways. Dogs which exhibit aggressive behavior 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 Smartcards, cables, and meters. Standing charges apply to cover distribution, maintenance & administration costs. Electricity must be purchased from the company office by way of "top-up" on a Smartcard. For more information on our electricity system please contact the Marina Office. Unused electricity credits can be cashed in at the marina office.

The Company shall not be responsible for any interruptions to the electricity supply or any other services at the Marina which are beyond reasonable control of the Company. Please also refer to section W - water.

### **Elsan/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. **Under no circumstances should foul water be discharged into the Marina Basin. Anyone who is found dispensing foul water into the marina will be reported to the authorities and will result in the termination of your mooring contract.**

Chemical toilets must be emptied at the designated Elsan point on site. The disposal of nappies, sanitary items and baby wipes are not permitted. **Formaldehyde free toilet fluid can only be used.**

### **Engines**

The running of engines whilst tied to the pontoons should be avoided except for maintenance. The running of engines at berths should not take place outside of the hours of 08:00 – 18:00 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. The workshop can offer a removal service with a charge per Ltr by prior arrangement.

**Note: Any trades involved with the removal of waste from craft e.g. removing craft linings, for example or transportation of waste oil or fuel require Environment Agency Waste carrier permits. It is advised that filtered bilge pumps are installed to prevent bilge contamination entering the water – register or renew as a waste carrier, broker or dealer [www.gov.uk](http://www.gov.uk)**

### **Entering the Marina by Boat**

Due care and diligence should be always observed when maneuvering in the marina basin. Excessive wash or wake should be always avoided and the 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. Anglers are also forbidden from using the canal entrance at any time as this obstructs navigation. Fishing is permitted from the Bow or Stern of your vessel between the hours of 08.00-18.00. No night fishing is permitted.

## **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 **license 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 rate which must be paid within 7 days. **Overdue Payments will incur a £35.00 late payment charge for every unpaid item overdue.** The Marina reserves the right to pass on overdue debts to outside companies which may also add 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. **Bleach** must not be used under any circumstances. Washing should be collected immediately after wash/dry. The machines are token operated, and these can be purchased in the Marina office. Pilling's Lock Marina accepts no liability for items lost or damaged whilst in the laundry room. The washing and drying of animal bedding or items is forbidden.

**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 2.5% plus VAT 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.

## **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, push pits 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 backdated 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. The craft should not be dependent on the marina shore power 230v supply for any safety systems e.g. bilge pumps and in the event of emergency vessel berth movement or power outage the craft should be self-sufficient.

Considering our commitment to safety and preparedness we are implementing an Emergency Boat Movement Protocol to address unforeseen circumstances that may arise, necessitating the relocation of boats within our community. To facilitate swift and efficient action in emergencies, we kindly request your co-operation and understanding in adhering to the following guidelines:

### **Emergency Boat Movement Authorisation:**

In the event of an emergency, the marina reserves the right to relocate boats to safer locations as deemed necessary for the protection of assets, vessels, and individuals.

### **Waiver of liability:**

- a. By keeping your boat within our premises, you acknowledge and except the possibility of emergency relocation efforts.
- b. Pillings Lock Marina assumes no liability for any damage, losses, or inconveniences resulting from emergency boat movements carried out in the interest of safety.

Vessels moving out of the marina for periods more than 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 21.00– 08:00.

This includes the running of cars or motorbikes for the purposes of 'warming up' – vehicles should be taken offsite as quietly as possible during the hours of 21.00-08:00. Boat engine run times should be between 8.00 and 20.00.

## **O**

### **Owner indemnity**

The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by or instituted against the Company or its servants or agents which may be caused by the Vessel or any other vehicle or property of the Owner, the Owner his servants, agents, crew guests or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or willful act of the Company or those for whom it is responsible.

## **P**

**Post Boxes** are available from the marina office for rental. Post boxes are only available to Leaseholders & Berth Holders paying "Daily User" Rates.

**Post & Parcels** are charged per item of £2.50 per envelope and £3.50 per package / parcel if prior post box rental is not agreed. If parcels are delivered outside of the Marina Office operating hours, it is the responsibility of the recipient to collect in a timely manner. The company accepts no responsibility or liability for lost, stolen or damaged parcels.

**Pets** – See A "Animals" or D "Dogs"

**Pontoons & Jetties** must be always kept clear of obstructions. 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 holder's vessels or in their vehicle.

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

Users should not run or take actions to cause danger to themselves or others whilst using the mooring pontoons. During the winter months it is crucial to priorities safety across our premises. The colder weather brings with it the potential hazards of icy surfaces, posing a risk to the well-being of our employees and visitors. To mitigate these risks and ensure a secure environment, we strongly encourage the proactive use of salt and grit on walkways, driveways, and other key areas.

By collectively embracing these practices we can create a safer environment for everyone during the winter season. Your cooperation in following these guidelines is crucial to ensuring the well-being of our community. By working together, we can make sure the winter months are safe and secure for all. Pet owners must be mindful that salt and grit can be harmful if ingested and the marina accepts no responsibility or liability.

#### **Power Tools**

No power tools should be used on site except between the hours of 08:00-18:00 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. (See Elsan / Sanitary point)

## **R**

**Refueling** of diesel engine vessels is only permitted in the marina at the designated Fuel Jetty.

**Refueling of petrol engine** vessels must be undertaken as outlined in the BSS guidelines – with the fuel tank disconnected and placed ashore.

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 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. **The refuse bins are for Household items only. Any berth holder found to be disposing of non-household items will be fined £250.00.**

#### **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. ***As covered in D "Damage" section of this document.***

**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. The 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 always have safety as their foremost concern. 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 berth agreements terminated immediately.

#### **Security**

All vehicles and vessels left on site should be properly secured and locked. Pillings Lock Marina accepts no liability for loss or damage or theft of- any vehicles on site.

#### **Selling Your Boat**

Private sales of vessels are **Not permitted on site.**

Fees and agreements for the company's own brokerage service will be available separately upon request.

#### **Speed Limit – Vehicles**

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

#### **Speed Limit – Vessels**

All vessels should operate at very low speeds in the marina basin 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 Marina Office before starting work on-site & must have a copy of their own liability insurance on hand to show to the Marina Office Staff. business here. **Berth Holders** who book a **Subcontractor** to come to the site MUST forewarn the Subcontractor of these rules and ensure they bring their Business Insurance documents with them. ***As covered in C "Contractors / Outside Agents".***

## **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** are not permitted to be stored on site without prior permission from Marina Management.

**Toilets - See E "Elsan"**

## **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, however any tasks which spread dust or debris to neighbouring boats are not permitted on the mooring Jetties - works of this nature should be undertaken in the workshop & slipway areas and by arrangement with them.

Any **commercial use** of the berth including Hire, Contractor's 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. **Subletting of any Contracted berths is not permitted.**

## **V**

**Vehicles - see C "Cars & Vehicles."**

**Vessels - See B "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 purpose 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.

### **Water**

The Company shall not be responsible for any interruptions to the water supply or any other services at the Marina which are beyond the reasonable control of the Company. Please also refer to section **E - electricity**. Hose pipes should be disconnected from the mains taps when not in use and should not be left extended over the vessel, this can promote legionella and also pose an issue in the event of an emergency relocation.

**Welfare - see S "Safety or Behavior & Conduct."**

**Working On Boats - see S "Subcontractors" & C "Contractors / Outside Agents."**

**Customer Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Date:** \_\_\_/\_\_\_/\_\_\_

**Staff Signature:** \_\_\_\_\_