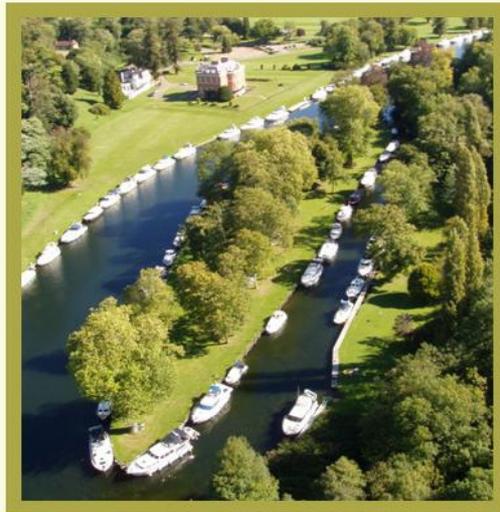


ANNUAL LICENCE AGREEMENT

for

MOORING *or* STORAGE



Version 1.4
25th November 2015



The PERFECT HOME *for your* BOAT

ANNUAL LICENCE AGREEMENT FOR A MOORING OR STORAGE AT HARLEYFORD MARINA

This document has been drawn up taking into consideration the “Standard Berthing, Mooring and/or Storage Ashore Licence v.2” issued by The Yacht Harbour Association

1. Definitions

Where the following words appear in these Conditions, the Licence and the Estate Rules (Mooring) they shall have these meanings:

Company shall mean the Company or any of its Agents to whom the application for berthing is made which may be one or more of its Associated Companies, Concessionaires, Tenants and Assignees for the operation of the Boat Repair Yard, Brokerage or other Harbour Facility.

Harbour shall include a Yacht Harbour, Marina, Mooring or any other facility for launching, navigating mooring or berthing a vessel.

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

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

Vessel shall include any form of craft, boat, yacht, dinghy, multihull, or other marine structure which is in the care and control of the Owner.

Length Overall (LOA) means the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent.

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 this licence.

Storage Ashore Accommodation 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 the licence.

Pontoon means a moored and decked floating or fixed structure providing landing or mooring facilities.

2. The Licence

- a) The contract document constitutes a Licence and under no circumstances does any form of Landlord and Tenant relationship arise hereunder.
- b) Berths at the Harbour or Premises shall be licensed for the periods and at the rates of charge published by the Company and in force at the commencement of this Licence. Details of the charges applicable to the Berth at the beginning of the licence will be given to each licensee at the time that the licence is granted.
- c) This licence shall not be automatically renewed but will end at the conclusion of the period agreed if not terminated sooner by the Company or by the Owner under the provisions of Clauses 8 or 10.

3. Liability, Indemnity and Insurance

- a) The Company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as extreme weather conditions, the actions of third parties not employed by it or any defect in any part of a customer's or third party's Vessel); this extends to loss or damage to Vessels, gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Premises or the Harbour and/or using any facilities or equipment.
- b) The Company shall take all reasonable steps to maintain security at the Premises, and to maintain the facilities at the Premises and in the Harbour in reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on the part of the Company, Vessels, gear, equipment or other goods are left with the Company at the Owner's own risk and Owners should ensure that they have appropriate insurance against all relevant risks.
- c) The Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless it shall have been expressly engaged to do so by the Owner on commercial terms. Similarly the Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident for which the Company is not responsible. However the Company reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so, it shall be entitled to charge the Owner concerned on a normal commercial charging basis and, where appropriate, to claim a salvage reward.
- d) Owners may themselves be liable for any loss or damage caused by them, their crew or their Vessels and they shall be obliged to maintain adequate insurance including third party liability cover for not less than £2,000,000, and, where appropriate, Employers' Liability cover to at least the statutory minimum. The Owner shall be obliged to produce evidence to the Company of such insurance within 7 days of being requested to do so by the Company.

4. Change of Details

- a) The Owner must notify the Company in writing of the details of any change of names of the Vessel or change of address or telephone number.

5. Berth Allocation

- a) The physical layout of every Harbour and Premises and the varying needs and obligations of the Company and its customers requires that the Company retains absolute control of Berth allocation within the Harbour and Premises. Accordingly the Owner shall not be entitled to the exclusive use of any particular Berth but shall use such Berth as is from time to time allocated by the Company.

6. Personal Nature of the Licence

- a) This licence is personal to the Owner and relates to the Vessel described in the application for berthing. It may not be transferred or assigned to a new Owner or to a different Vessel, either temporarily or permanently, without the express written consent of the Company.
- b) Within 7 days of any agreement for the sale, transfer or mortgage of a Vessel subject to this licence the Owner shall notify the Company in writing of the name, address and telephone numbers of the Purchaser, Transferee or Mortgagee, as the case may be.

7. Use of Berth by Company when Vacant

- a) The company may have the use of the Berth when it is left vacant by the Owner.

8. Termination

- a) The Company shall have the right (without prejudice to any other rights in respect of breaches of the terms of this licence by the Owner) to terminate this licence in the following manner in the event of any breach by the Owner of this licence;
 - i) Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company and/or of the Company's customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time specified by the Company. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property, the time specified for remedy may be immediate or extremely short. If the Owner fails to effect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him to remove the Vessel from the Harbour or Premises immediately.
- b) If the Owner fails to remove the Vessel on termination of this licence whether under this Condition or otherwise, the Company shall be entitled;
 - i) to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination of this licence and the actual date of removal of the Vessel from the Harbour and Premises and/or
 - ii) at the Owner's risk (save in respect of loss or damage caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Harbour and Premises and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative berthing fees.
- c) Any notice of termination under this licence shall, in the case of the Owner, be served personally on the Owner or sent by registered post or recorded delivery service to the Owner's last known address and in the case of the Company shall be served at its principal place of business or registered office.

9. Rights of Sale and of Detention

- a) Where the Company accepts a Vessel, gear, equipment or other goods for repair, refit, maintenance or storage the Company does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on the Company in circumstances where a customer fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until the Company has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:
 - i) Goods for repair or other treatment are accepted by the Company on the basis that the customer is the Owner of the goods or the Owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out.
 - ii) The Company's obligation as custodian of goods accepted for storage ends on its notice to the customer of termination of that obligation;
 - iii) The place for delivery and collection of goods shall be at the Company's Premises unless agreed otherwise. Advice regarding the Act may be obtained from the Citizens Advice Bureau, Law Centre or any firm of Solicitors
- b) Maritime Law entitles the Company in certain other circumstances to bring action against a Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other property.
- c) The Company reserves a general right ("a general lien") to detain and hold onto the Owner's Vessel or other property pending payment by the Owner of any sums due to the Company. If the licence is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination or expiry of this licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Harbour and Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a Bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.

10. Termination by Owner

- a) This licence may be terminated on 16 weeks written notice by the Owner to the Company. Following such notice the Company shall prepare an account of;
 - i) all sums owed by the Owner in respect of services or facilities used up to the intended date of departure of the Vessel.
 - ii) the charge that would have been payable by the Owner to the Company in respect of this licence if the original term of this licence had been maintained less the sum actually paid by the Owner to the Company in respect of this licence.
 - iii) The Company will use reasonable endeavours to re-let the Berth and in the event of being successful will account to the Owner any refund less one month's fees apportioned as an administration fee.

- b) Where the balance is in favour of the Company the Owner shall be required to pay the balance before removal of the Vessel from the Harbour or Premises and where the balance is in favour of the Owner the Company shall pay it to the Owner upon departure of the Vessel from the Harbour or Premises.

11. Vessel Movements

- a) The Company reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Harbour and Premises.
- b) A copy of the Company's scale of charges for Vessel movements will be provided to the Owner before they enter into an Agreement with the Company. Where a specific date for relaunch of the Vessel has been agreed between the Owner and the Company at the time of slipping or lifting out (or arrival by land) this charge alone will be payable for the launch. However where the Owner requests a different date the Company reserves the right to charge the Owner for the cost of moving other vessels to gain access to the launch point and for any attendant expenses, such as crane hire. The Company will provide the Owner with an estimate of such costs and charges prior to incurring them.
- c) Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed adequate warps and fenders for the Vessel shall be provided by the Owner
- d) No vessel, when entering or leaving or manoeuvring in the Harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the Harbour.
- e) **Advisory note:** Owners, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and byelaws of Harbour and navigation authorities and the requirements and powers of regulatory authorities, including but not limited to the Maritime and Coastguard Agency and The Health and Safety Executive; there are criminal penalties for the breach of such restrictions, requirements and Byelaws.

12. Commercial Usage

- a) No part of the Company's Harbour or Premises or any Vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purpose, except where the Owner has sought and obtained prior written agreement from the Company. Where this licence is granted to a commercial operator whose Vessel is operated for hire or reward in the course of trading, special conditions may be applied.

13. Parking

- a) Subject always to the availability of parking space Owners and their crew may only park vehicles on the Premises in accordance with the directions of the Company.

14. Marina and Harbour Regulations

- a) The Owner shall at all times observe the Company's Estate Rules (Moorings).
- b) The Company shall supply the Owner with a copy of the Estate Rules (Moorings) current at the time of application for a licence. The Company reserves the right to introduce new regulations on grounds of legal requirement or for the safety or security or good management of the Harbour or Premises, and to amend such regulations as from time to time shall be necessary. Such regulations and any amendments to them shall become effective on being displayed on the Company's public notice board and the Company shall have the same rights against the Owner for a breach of the Regulations as for a breach of the terms of this licence.
- c) **Advisory note:** Owners, their guests and crew are advised that their conduct and that of their vessels is likely to be regulated and governed at various times by statutory, local authority and harbour regulations which may be more extensive than those of the Company and the breach of which may result in criminal penalties.

15. Access to Premises/Work on the Vessel

- a) Subject to Clause 15 b) no work shall be done on the Vessel, gear, equipment or other goods while on the Premises without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family not causing nuisance, or annoyance to any other customer or person residing in the vicinity, nor interfering with the Company's schedule of work, nor involving access to prohibited areas.
- b) Prior written consent will not be unreasonably withheld where:
- The work is of a type for which the Company would normally employ a specialist subcontractor; or
 - The work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates.
- c) Notwithstanding the foregoing, during periods of work by the Company on the vessel, neither the Owner nor his invitees shall have access to the Vessel without the Company's prior consent, which shall not be unreasonably withheld.

16. Health, Safety and the Environment

- a) Attention is drawn to the Company's Health, Safety and Environmental policy, as amended from time to time. Any amendments shall be displayed on the Company's public notice board and further copies shall be available on request. The Owner, his regular crew, members of his family and/or any person or company carrying out work on the vessel, with the permission of the Company, must comply with the Company's Health, Safety and Environmental Policy.
- b) The Owner, his crew, members of his family and any person carrying out work on the vessel is responsible for reporting to the Company all accidents involving injury to any person or damage to any public or private property that occur in the Harbour or on the Premises as soon as possible after they occur.
- c) No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Harbour or Premises so as to cause any nuisance or annoyance to any other users of the Harbour or Premises or to any person residing in the vicinity. The Owner undertakes for himself, his guests and all using the Vessel that they shall not behave in such a way as to offend as aforesaid.
- d) No refuse shall be thrown overboard or left on the pontoons or car parks or on any other part of the Premises, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's Harbour and Premises. The Company's further directions regarding waste management may be seen in clause 32 of the Estate Rules (Moorings) or on the Company's Public Notice Board

ESTATE RULES (Moorings)

INTRODUCTION

These estate rules are in place for the good management of Harleyford Estate ("the Estate") and the benefit of all who use it. These rules form part of the Licence that is the contract between us for your mooring on the Estate ("the Licence"). The Estate rules do not affect anything to which you are entitled under the terms of your Licence. The expression 'you'/'your' means your berth and/or occupier and the expression 'we'/'us'/'our' refers to the Estate owner and/or manager. You are reminded that breach of these rules is a breach of your Licence and may result in termination of the Licence.

1. Access

- e) Please use the roads and footpaths provided for pedestrian access on the Estate. Please respect other people's privacy when passing near other property.
- f) Owners shall not obstruct in any way the roads or paths on the Harleyford Estate, or any part of them.
- g) Non-members are not allowed pedestrian or vehicular access to the Golf Club or course under any circumstances unless using the facilities.
- h) Moorers are not permitted into the Walled Garden, on the pontoons, along the Eastern Spit or on the Islands unless they hold a licence for these areas.
- i) Owners are permitted to use the "Harleyford Ramble". Details available on request.

2. Behaviour

- a) Please act in a courteous and considerate manner towards anyone visiting, using or working on the Estate including us, our staff, other customers of ours and other lodge owners on the Estate. Please also ensure that all visitors behave in the same manner.
- b) Please supervise children, including visiting children, properly so that they are not a nuisance or danger to themselves or others.
- c) Please observe, and take all reasonable steps to ensure that all people who use or visit the marina (including in each case children in their party) adopt the following standards of behaviour :
- d) Not to commit any acts of vandalism or nuisance or set off fireworks.
- e) Not to keep or carry any firearm or any other weapon on the Estate.
- f) Not to use any unlawful drugs, and not to permit anyone who is to your knowledge on the Sex Offenders Register compiled under the Sex Offenders Act 1997 to use or visit the vessel.
- g) Owners are not permitted to carry on any trade or business from their boat on the Estate.
- h) Please respect the privacy of other vessel and boat owners and keep noise to a minimum, with absolute quiet between 12 midnight and 8.00am.

3. Barbecues

- a) All barbecues must be finished by 23.00.
- b) The ground under the barbecue should be protected when in use.
- c) Barbecues are not permitted on the pontoons.
- d) Barbecues should be placed well away from Owner's property to avoid the risk of fire.
- e) Care should be taken so as not to cause nuisance from smoke to your neighbours.

4. Contractors

- a) As part of the duty of care to all Owners, the need to manage contractors working on the Estate is necessary

in order to ensure that all contractors carry adequate public liability insurance.

- b) Should you require a contractor or tradesman to work on your property on the Estate, you should request permission from the Company at least 24 hours prior to the contractor requiring access.
- c) The contractor must be advised he needs to report to the security gate to present his public liability, risk assessments and professional indemnity insurances in order to obtain a pass prior to commencing work and daily thereafter until the work is completed.
- d) In some cases a Permit to Work will also be required which can be obtained from the Marina office.
- e) Please note that contractors will be refused access to the Estate where we have not had previous notification from the Owner or they do not hold the relevant insurances.

5. Data Protection

- a) Owner's personnel data may be held and processed by us in accordance with the provisions of the Data Protection Act 1998. We may use this information to inform you of products and services provided by the Company.

6. Dinghies

- a) Dinghies/tenders must be kept aboard the main licensed Vessel except for those moored on Manor or Hurley Island which may keep their tender in the dinghy rack provided.
- b) No small craft, with the exception of tenders, may be kept at Harleyford without a licence or kept on any part of the Estate other than in the designated storage area.
- c) Except for access, all dinghies and tenders should avoid the marina basin which can be extremely dangerous with large craft manoeuvring.

7. Electricity

- a) All our electrical supply is checked regularly to comply with the "Electricity at Work Act" according to Health and Safety Regulations.
- b) The Company does not guarantee continuity of supply and shall not be responsible for any loss or damage caused by any interruption in supply however such interruption arises.
- c) Should electricity be available to the mooring and not used, the Licensee may be asked to move to accommodate a permanent moorer requiring this facility.
- d) Spare electrical cable supplying Vessels should be stored aboard the craft, not on the bank.
- e) All boats using 240 volt shore power must have a meter in line showing the usage of the boat which will then be charged by the marina office 4 times a year and will include a service charge.

8. Emergencies

In the event of any emergency please adopt the following procedure:

- a) For minor incidents, contact Security who may be able to deal with the problem straight away. We have a number of First Aiders and "Appointed Persons" on the staff at Harleyford who will be happy to assist wherever possible.
- b) For major emergencies, call the Emergency Services by dialling "999".
- c) Give the operator concise details of the emergency and your location with the full address as below:

"Location"
Harleyford Estate

- d) Do not assume that the call has been received until it has been acknowledged.
- e) Once the Emergency Services have been informed it is *very important* that our Security personnel are also informed so that the emergency vehicles may be directed speedily to the area concerned.

9. Environment Agency

- a) All Vessel Owners are reminded that any vessel on the Thames must be licensed with the Environment Agency. A licence application form may be obtained from Reception.

10. Ferry

- a) A chain ferry is provided to access the islands. However, for safety reasons, the Company reserves the right to withdraw this service in adverse conditions and access can therefore not always be guaranteed.
- b) In the event that the ferry is not available for use, the Company also has a small boat, "Harleyford I", which Security can use to take passengers to and from the islands. Except in an emergency, this service is not available when the river is "in flood" or after dark. Lifejackets, including children's sizes are provided.
- c) Please read the instructions carefully on the ferry before use

11. Fire

- a) Owners shall provide and maintain in good and efficient working order at least one fire extinguisher, which is approved and manufactured to EN3 standards and a fire blanket if the Vessel has a cooker and these are ready for immediate use in case of fire.
- b) No smoking is permitted in any of the Estate buildings or in the vicinity of the gas storage area.
- c) Extinguishers are available in all the Marina buildings and also at fire points in all areas of the moorings
- d) You may not light a fire on the Estate under any circumstances.
- e) Please follow the fire procedure if you come across fire.
- f) No flammable, explosive or dangerous substances should be brought to the Estate.
- g) Great care should be used when transferring fuel aboard a Vessel.
- h) Closed fuel containers to a maximum of 5 litres only should be stored aboard any single craft. The Company reserves the right to refuse the use of any container deemed unfit for the purpose.
- i) Refuelling tanks below deck is forbidden.

12. Fishing

- a) During the season, fishing is permitted only from the open area along the Park, between the electricity pod and west of the slipway (when available).
- b) You are reminded that you should hold a current EA fishing Licence.

13. Flag Warning System

- a) A signal flag will be used at the Boat House to indicate adverse river conditions as and when designated by the Environment Agency. This will be updated daily or as advised by the EA. This is an advisory service only and it should be noted that the decision to navigate the river always lies with the skipper of the Vessel. The Company cannot be held responsible in any event. Conditions are denoted by flags:

Red - Caution Strong Stream

"All craft are advised to stop navigating the river until this notice is withdrawn".

Yellow - Caution Stream Increasing OR Decreasing

"Craft are advised to seek a safe mooring" or "Craft may proceed with caution".

Blue Harleyford Flag

Normal conditions

14. Games/Play

- a) Ball games may be played on the Parkland to the North of the Main Drive. They are not permitted within Chargers Paddock or anywhere on the river side area.
- b) Cyclists may use the Estate roads for access only and must observe the Highway Code at all times.
- c) The use of skateboards, roller skates and scooters are not permitted on any of the Estate roads or pathways around the Marina basin at any time.

15. Grounds

- a) Tents, awnings and gazebos are strictly prohibited so as not to spoil other Owners' enjoyment of the Estate.
- b) No footpaths, garden lights or any kind of construction is permitted in the communal areas other than those provided by the Company.

16. Gas

- a) Calor gas, propane and butane are provided by the Chandlery. Harleyford Estate has provided a trolley to carry these to your Vessel. Please ensure that this is returned immediately after use for the next customer.
- b) Deliveries may be arranged during the week for *the elderly and infirm only*. Please note that for Health and Safety reasons we will not disconnect or reconnect the bottles.

17. Hardstanding

- a) Hard standing space is made available free of charge to all our moorers at any time during the period of their Licence.
- b) Vessels not under a mooring licence may be placed on the hardstanding for storage at the rates published in our Schedule of Charges.
- c) For security reasons the hardstanding is kept locked for vehicular access at certain times.
- d) Ladders are used at the Owners' own risk.
- e) Owners or crew should not run their engines up whilst ashore.
- f) All engine servicing, fibreglass repairs, welding, grinding, fabrication and antifouling removal should be carried out by the servicing agents, Espar Ltd. Maintenance carried out by the Owner is restricted to minor running repairs and maintenance of a routine nature only.
- g) Stored outboards should have their fuel tanks emptied and engine inhibited.
- h) Vessel covers, if fitted, must be in good condition, close fitting and well secured with ropes passed under the Vessel, but not secured to props or cradles.

18. Health & Safety

- a) We are committed to a programme of works to improve safety and reduce risks on the Estate, which is constantly being updated. Our Health and Safety Policy document is available on request.
- b) Take great care, particularly near the water's edge. Pontoons and walkways are inclined to become slippery when wet.
- c) Children and animals should be kept under close supervision at all times.
- d) Any warps, fenders or other mooring devices which, in the opinion of the Company, prejudice the safety of the Vessel may be replaced by the Company and charged to the account of the Licensee.
- e) We recommend that children under the age of 12 and anyone not able to swim, wear a life jacket at all times whilst near or on the River.

19. Keys

- a) For emergency and maintenance purposes, Owners should deposit a spare set of keys with Espar Ltd.

- b) Owners' permission will be obtained prior to access by the Company, except in an emergency.

20. Laundry

- c) A laundry room is provided for all users of the Estate. Please use this facility considerately.
- d) We accept no responsibility for any damage caused by the appliances.
- e) No washing lines, rotary airers, or drying racks are permitted where in view.

21. Liability

- a) Any damage to any part of the grounds, fixtures or fittings of Harleyford Estate caused by the Owner, invitees or pets shall be the responsibility of the Owner and made good to the satisfaction of the Company or reasonable compensation shall be paid for any such damage.
- b) The Owner is obliged to keep the Vessel in a good state of repair and condition, in a habitable state and to comply with all servicing and usage recommendations of the manufacturer of the craft.

22. Mooring Allocation

- a) Seasonal moorings on Hurley Island, Manor Island, West End Stages and Manor Lawn A are usually available from 1st April to 31st October depending on river conditions. A limited number of alternative moorings may be available for these moorers to keep their Vessels in the water over the winter period. Should this not be possible the Company reserves the right to have the Vessel lifted at the Owner's expense to the hardstanding for safe storage.
- b) The Company will use reasonable endeavours to accede to a request for a particular mooring. Waiting lists are held for the more popular areas. Licensees should moor on the mooring position allocated by the Company only.
- c) The amount of space allocated for a mooring shall be determined by the Company in accordance with their normal practice.
- d) Vessels should never be moored alongside another craft or anywhere other than their allocated mooring without the express permission of the Company.
- e) All craft on pontoons are requested to moor bow to the bank to avoid corrosion of the underside of the bank works and silt build up.
- f) The annual fee includes any time spent on the hardstanding.

23. Payment

- g) Our payment terms are listed in the current Schedule of Charges.
- h) Payment is required prior to the start date of the Licence and moving a Vessel onto a mooring or into storage.
- i) Any account outstanding will automatically accrue interest at 4% over base rate from time to time of a London clearing bank nominated by us.
- a) Late payment will result in any discounts previously given for that licence being recharged.
- b) The Company reserves the right to remove, at the Owner's expense, any Vessel from its allotted position, into storage should any fees not be paid within 14 days of the date that they fall due. In the event of non-payment of mooring fees, the Licensee will incur all costs of arresting the Vessel.
- c) Licensees paying by phased instalments who delay or default on payment will be invoiced the full amount for the remainder of the licence which will become due with immediate effect.

24. Pets

- a) Each Owner is permitted a maximum of two dogs and two cats on the Estate.
- b) Dogs should be kept under the strictest control so as not to cause a nuisance to other Owners or to cause damage to the Estate. Noisy or vicious dogs will not be permitted.
- c) Dogs must be kept on a lead, everywhere on the Estate, at all times.
- d) Suitable receptacles should be carried to dispose of any mess. Anyone not clearing up after his or her dog will be asked not to bring the animal here again.
- e) We regret that no pets are allowed in any of the buildings on the Estate, apart from guide dogs.

25. Post

- a) Postal collections are made from the Royal Mail boxes situated by Garden Cottage on the main drive and in the front porch of the Marina Building.
- b) Owners' incoming mail is sorted in the Marina office.
- c) We regret that post cannot be forwarded, stored or delivered.

26. Pollution

- a) The Owner shall ensure that no pollution of any nature emanates from their Vessel. Where pollution occurs as a direct result of an Owner's actions, he or she will be responsible for the costs of all remedial and decontamination work.
- b) In the event of any pollution, however slight, please IMMEDIATELY inform the marina office so that it may be dealt with in the appropriate manner.
- c) The Company carries spill kits, which may be deployed quickly to contain and remove any spillage onto either the water or the ground.

27. Residential

- a) Vessels may not be used for permanent residential purposes.
- b) During the closed season, December to February, some vehicular access may be restricted.
- c) The Owner shall not permit more than the number of persons which the property was originally designed to accommodate for residential use. For this purpose two children under the age of 5 shall count as one person.

28. Sale of Vessel

- a) In the event of a private sale, the Licensee will declare to the Company the gross sale price and remit to the Company, upon demand, access commission calculated at 1% of the gross sale price plus VAT upon completion of the sale.

29. Security

- a) For the protection of our Owners and their belongings, 24 hour security is provided.
- b) Car security stickers are checked on entry to the Estate. Any car without a current sticker will be approached to check its destination.
- c) If you require the assistance of a member of the Security team, please contact them on the main switchboard number, 01628 480999 (24 hours). Alternatively, they also carry a mobile phone, available 24 hours a day on 07831 608101.
- d) Of course, despite all our efforts, there are occasions when things do go wrong and Harleyford cannot be held responsible for any loss, theft or damage to Owners' property.

30. Sewage

- a) Harleyford has its own sewerage system. Please treat this with respect.
- b) Personal items such as sanitary towels, tampons, condoms, razor blades, baby wipes, dental floss, ear

buds etc. should be wrapped and placed in the bins provided.

- c) Oil or fat should never be poured into the drainage system, but should be contained and placed in the bins provided.
- d) The use of environmentally friendly toilet cleaning products is imperative. Please check the labels on the back of the container.
- e) Chemical toilet points are available on the East Bank of the Marina by the dock and on the Park drive by the Maintenance office. Please ensure that your chemical waste is disposed of correctly and **NEVER pour the contents down a normal toilet**, as the chemicals will destroy the bacteriological sewerage system.
- f) Sea toilets should not be used in the Marina unless they are discharging into a holding tank. See Pump Out section in this booklet.

31. Swimming

- a) Swimming is strictly prohibited in the Marina Basin, visitors' mooring area and wherever Vessels are permanently moored.
- b) Swimming in the River can be extremely dangerous due to disease and passing craft.

32. Television

- a) A second licence is not required for a Vessel.

33. Trailers

- a) Licensees with a current licence may store their trailer on the hard standing at the rate published in the Schedule of Charges.
- b) Please ensure that all trailers are clearly marked with the account number and/or Vessel name.
- c) We recommend that wheel-locking nuts are used to secure trailers whilst in storage.

34. Vehicles and Parking

- a) All Owners should display a car identification sticker provided by Harleyford Reception. Vehicles without a current sticker will be stopped at the gatehouse.
- b) Please observe the speed limit on the drive of 20 mph and 10 mph in Chargers Paddock, leading to Showboat (La Bellevue) and the Eastern Spit. Care should be taken with the speed ramps on the Estate.
- c) Owners are not permitted to drive or park outside the Dower House, Manor House or on the Manor Lawns.
- d) Car covers are not permitted.
- e) Long term parking/storage of vehicles requires special consent and a nominal fee will be charged. Please contact the main office to arrange storage.
- f) Please do not drive *anywhere* on the grass in wet conditions.
- g) Trolleys are provided for transporting luggage and accessories (not Elsan toilets) between your property and the car parking areas. Please return the trolleys after use.
- h) Motor cyclists should wear full head gear, keep within the speed limit. Motor cycles may only be used for access to and from the Estate.
- i) No one may have charge of a motorised vehicle on the Estate unless they hold a full current driving licence and the vehicle must be fully insured with a current MOT and road tax. Driving tuition is not permitted on the Estate.
- j) No maintenance work or cleaning shall be carried out to any motor vehicle whilst on the Company's premises except for emergency repairs with the express permission of the Company.
- k) Cycling is only permitted on the roadways not footpaths and, of course, great caution should always be used.
- l) During the summer months moorers on the Park may leave their cars **behind** the line of trees, next to their

mooring whilst they are on board only. Designated Car Parks should be used when the Vessel vacates the mooring.

- m) Moorers on the Eastern Spit and far side of the Duck Pond may drive through the gate and make use of the track. Please leave cars in the Showboat Car Park at all other times. This gate is locked in wet weather.
- n) Duck Pond moorers may not stop or park in any part of Chargers Paddock.
- o) Moorers using the West End Stages Car Park should ask guests to park in the overflow section at busy times.
- p) No commercial vehicles are permitted without the prior consent of the Company.

35. Waste

- a) All household refuse generated within the vessel may be placed in any of the rubbish bins provided on the Estate.
- b) Please crush all cardboard boxes before placing into any of the rubbish bins.
- c) The lids must be fully closed to prevent vermin scavenging. If the rubbish bin is full, please use the next available bin – do not leave any rubbish outside of the bin.
- d) Litter bins are also provided around the Marina area.
- e) A large skip is placed on the hardstanding for bagged domestic refuse only.
- f) A hazardous waste receptacle is positioned next to the main skip. Please place all hazardous waste, *generated at Harleyford*, in this container from where it will be sorted and disposed of appropriately. These items may include paint tins and hazardous cleaning containers.
- g) If purchasing a replacement battery through Espar Ltd, they will dispose of your old battery. However, we also have our own facility next to the main skip. Please DO NOT leave batteries next to or in ordinary bins or skips.
- h) Waste oil can be disposed of into the large green waste oil tank next to the gas compound. Please do not place waste oil in any of the bins or skips and NEVER down any drains.
- i) Please note that Harleyford cannot accept the following items in any of their refuse areas. These must be taken to the local tip:
Fridges/Freezers, Gas bottles (except Calor to Espar) furniture, TVs, Microwaves, Computer equipment
Fire extinguishers and flares, tyres, metal waste

36. Water

- a) Harleyford extracts water from its own well. Our supplies are strictly limited and we therefore ask that usage is kept to a minimum.
- b) Whilst we encourage licensees to keep their vessel clean, we recommend the use of a trigger nozzle on the hosepipe, a bucket rather than a running hose where possible and the use of water butt for watering.
- c) All the drinking water supplied to standpipes and ground connections is safe drinking water. This is checked regularly for its purity according to Health and Safety standards.
- d) Please note that all our water is from a pumped supply and therefore, in the event of a power failure, the water supply will also be affected.
- e) Watering the grass and washing motor vehicles is not permitted by Owners.
- f) During the winter months it is sometimes necessary to switch off the water supply to the standpipes and some parts of the underground supply as a precaution