

# **South Dock Marina**

**TERMS AND CONDITIONS  
FOR THE PROVISION OF  
A LICENCE FOR BERTHING AND STORAGE ASHORE  
FOR OWNERS/BERTH-HOLDERS, FOR LEISURE PURPOSES  
IN THE MARINA  
(SOUTH DOCK AND GREENLAND DOCK)**

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## **MISSION STATEMENT**

Note: The Mission Statement and Background do not form part of the Contract and are for information only.

### **Preamble**

The South Dock Marina ("the MARINA"), made up of South Dock and Greenland Dock, was formerly part of Surrey Commercial Docks. Its management passed from the London Docklands Development Corporation to the London Borough of Southwark ("the COUNCIL") in 1998.

The Surrey Quays surroundings provide a home for a community of about 1600 people. Greenland Dock also provides a convenient location for water sports (sailing, canoeing, rafting) based at the Greenland Dock Water Sport Centre.

The two docks also provide a habitat for wildlife, mainly birds and fish, and form part of a circuit frequented by walkers, cyclists and sight-seers, along the Thames Path. They also enjoy easy access from the Thames and ferry services to and from Greenland Pier.

The MARINA is managed by the MARINA MANAGER and staff, employed by the COUNCIL. It is financed by mooring fees from berth-holders and other user charges.

### **Purpose**

The MARINA aims to:

Protect the local environment as an attractive location for berth-holders and wildlife in a unique and historical part of south-east London;

Manage the facilities in a way which protects the infrastructure provided and ensures compliance by users, in a financially sustainable and cost-effective way;

Act as a liaison between the COUNCIL, berth-holders and local residents to ensure that all users can enjoy the facilities and infrastructure provided, in return for the payment of mooring and other related fees;

Promote collaboration and respect between management, berth-holders and visitors through appropriate management and consultation mechanisms.

## **1. BACKGROUND**

1. The COUNCIL assumed responsibility for the management of the MARINA from the London Docks Development Corporation (LDDC) in 1998, in the context of the major regeneration programme to transfer the use and infrastructure of the former Rotherhithe and Surrey Commercial Docks from ship-based to land-based economic opportunities. Many of the former Surrey Commercial and Canada Docks were filled in and redesigned, leaving the South Dock and Greenland Dock as the main remaining bodies of water.
2. Most of the vessels are moored long term in the two docks, with the remaining ones whose stays are of a more transient nature, using the MARINA's facilities in the short-term. The Vessels in the Docks are occupied at any one time by an average of 150 to 200 men, women and children, thus forming a vibrant community.
3. The MARINA (as defined) is managed from the MARINA OFFICE by a MARINA MANAGER with an Administrative Officer and a number of Dock Masters. The MARINA OFFICE is responsible for the day to day operation of the facility and its occupants, and it falls under the responsibility of the COUNCIL's Department Public Realm. The role of the MARINA OFFICE includes the management of the MARINA as a whole, its repair yard, the lock, and overall support to berth-holders as well as for the collection of mooring fees and other charges.
4. A number of issues emerged during 2006 and 2007, caused by a lack of clarity and consistency in the current berth-holder terms and conditions. This culminated in early 2007 in a decision to review the management and operations of the MARINA, which resulted in the launching of a process to review the then berth-holder terms and conditions of the MARINA. The aim was to provide greater clarity in the respective responsibilities of all parties, and to improve the overall management and operation of the MARINA.
5. The present document is the result of a joint consultative process between the MARINA's management, the representatives of the South Dock Marina Berth Holders' Association ("the SDMBHA" as defined), other berth holders and local residents. It is aimed at enabling both the COUNCIL and berth-holders to fulfil their various responsibilities in a fair and equitable way with consultation where necessary.
6. This document is made up of
  - a. a LICENCE for the berthing and storage ashore of boats in South Dock and Greenland Dock (Chapter 2)
  - b. details of the rights and responsibilities of the COUNCIL (chapter 3) and
  - c. details of the rights and responsibilities of OWNERS / BERTH HOLDER (chapter 4),
  - d. details of the Management arrangements (chapter 5) and
  - e. Annexes containing
    - i. Definition of terms
    - ii. Housekeeping rules relating to all boats at the marina
    - iii. Terms and conditions for the repair of boats and
    - iv. General guidance and basic safety advice

## LICENCE

**NOTE: THIS DOCUMENT CREATES A LEGALLY BINDING CONTRACT. IF YOU ARE UNSURE AS TO THE EFFECT OF ANY OF THE PROVISIONS YOU ARE ADVISED TO TAKE APPROPRIATE LEGAL ADVICE**

THIS LICENCE IS MADE BETWEEN:

- 1) The London Borough of Southwark (“the COUNCIL”) and
- 2) The OWNER (**for Beneficial Ownership see reverse**)

Mr/Ms/ Mrs/ Miss/Other title: \_\_\_\_\_

Address: \_\_\_\_\_

Email \_\_\_\_\_ Tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

For the following BOAT (details as applicable)

Name of BOAT		Type : e.g. Sail / Motor	
Make of BOAT		Place of construction	
Build date		Length overall (LOA) and	
		Agreed Chargeable Length Overall	
Mortgage company (if applicable)		Insured value of craft	
Insurance Company		Level of third party insurance/certificate sighted?	
Keel configuration e.g. bilge/fin & skeg/long keel/lifting keel etc.		Beam	
Keel type		Draught	
Type of Registration		Country and Port of Registry	
Official Number		Small Ships Registration (SSR) number	
Term of Licence: from		Term of License: to	
TARIFF charge per metre		Payment: Monthly/Quarterly/Six Monthly/Annually	

This document provides the OWNER with a LICENCE in accordance with the TERMS AND CONDITIONS from time to time in force at the MARINA (as defined) during the TERM for the use of a BERTH and MARINA SERVICES for the BOAT at the MARINA, as allocated by the MARINA MANAGER from time to time. Certain facilities, services and goods attract additional charges (e.g. use, cramage, storage ashore and electricity).

### **Warranties and Representations by the OWNER**

- (1) that he/she (please delete as appropriate) is the legal and/or BENEFICIAL OWNER of the BOAT; or is
- (2) otherwise lawfully in possession of the BOAT and duly authorised to act as agent on the legal or BENEFICIAL OWNER’s behalf and has full power to enter into this LICENCE; and
- (3) that he/she (please delete as appropriate) is the agent for the OWNER’s PARTY and authorised to enter into legally binding relations as agent on behalf of all persons within the OWNER’s PARTY for all purposes connected with this LICENCE.

NOW in consideration of the OWNER'S representations and warranties set out above and the OWNER'S agreement to pay promptly the TARIFF CHARGE and any ADDITIONAL CHARGES due, the COUNCIL agrees to provide this LICENCE.

Signed by OWNER \_\_\_\_\_ Date: \_\_\_\_\_

Print \_\_\_\_\_

Signed by the MARINA MANAGER: \_\_\_\_\_ Date: \_\_\_\_\_

Print \_\_\_\_\_

Authorised to sign on behalf of the COUNCIL

#### **SUPPORTING DOCUMENTATION:**

In order to confirm the true identity of the BOAT and that it is owned by the OWNER(s) all or some of the following documentation shall be provided to the MARINA OFFICE upon the commencement of the LICENCE and upon request,

1. Bill of Sale
2. Builders Certificate
3. Valid and recent Certificate of Insurance in force
4. Radio Licence (where applicable)
5. Registration certificate
6. Mortgage company details (delete if not applicable)
7. Certificate of Incorporation if Owned by a Company

Where the above are not in English a certified translation of the same shall be provided to the MARINA OFFICE upon request.

#### **BENEFICIAL OWNERSHIP**

In instances where the legal and BENEFICIAL OWNER is not the same person, the BENEFICIAL OWNER must provide the following (see also clause 2.1.2):

- 1) A letter from the legal/registered OWNER confirming:-
  - a) That he/she consents to the BENEFICIAL OWNER entering into the LICENCE
  - b) That he/ she will act as guarantor in the event that monies owed under the LICENCE are not paid by the BENEFICIAL OWNER
  - c) That he/she agrees that the COUNCIL may exercise all proprietary rights over the BOAT [ ] where appropriate including the exercise of a lien over the BOAT, and eventual sale of the BOAT (see clause 3.2 of the TERMS AND CONDITIONS) AND
- 2) A letter from the BENEFICIAL OWNER confirming that he/she will indemnify the COUNCIL against any action that may be commenced or claim made by the legal OWNER in instances where the COUNCIL exercises its rights under clause 3.2 of the TERMS AND CONDITIONS.  
A standard form version of both letters can be obtained from the COUNCIL upon request, and remittance of a standard administration fee of £30.00

### **THIS LICENCE IS SUBJECT TO THE MARINA'S GENERAL TERMS AND CONDITIONS**

## **2. LICENCE- GENERAL**

### **2.1 Berthing, Payment and TERM**

1. Berth. The LICENCE permits the use of a BERTH in the MARINA as allocated by the MARINA MANAGER or storage of the BOAT ashore.
2. LICENCE coverage. This LICENCE and rights created by it are personal to the OWNER and relate specifically to the BOAT. It may not be transferred or assigned to a new OWNER or to a different BOAT, either temporarily or permanently, without the express prior written consent of the MARINA MANAGER. This LICENCE is not intended to confer any benefit under the Contracts (Rights of Third Parties) Act 1999 on any person unless they are named as a party to this LICENCE.
3. LICENCE renewal. Unless the COUNCIL has grounds to terminate the LICENCE in accordance with clause 3.2 below, or the COUNCIL has some other reason to terminate the LICENCE upon the expiration of the TERM, the LICENCE shall automatically be renewed for a further TERM on the same terms. The OWNER is required to sign and re-date the LICENCE at regular intervals.
4. Payment. Payment of the TARIFF CHARGE and ADDITIONAL CHARGES shall be made to the COUNCIL within 28 days of the date of receipt of invoice (see clauses 3.2.2 and 3.2.4).
5. Time for payment. The Time for payment of the TARIFF and ADDITIONAL CHARGES is of the essence of this LICENCE – see also related payment clauses 3.2.2 and 3.2.4 below.
6. Change of details. The OWNER must notify the MARINA MANAGER in writing of the details of any change of name of the BOAT or change of address or telephone number of the OWNER(s) immediately on the change occurring.

### **2.2 Communication of Notices**

1. Contact Information. All notices, demands, requests, consents and other communications to be given by the Parties under or in relation to this LICENCE shall; be in the English language, be in writing (unless given by electronic transmission), sent by first class pre-paid post (airmail if sent internationally), fax, email or hand delivered and be addressed, to:
  - i) The OWNER in accordance with the contact details contained in the LICENCE: If the OWNER is known to be on board the BOAT at the time that a notice is to be served, hand delivery of that notice by the COUNCIL will be deemed effective service.
  - ii) The COUNCIL as follows:  
For the attention of  
MARINA MANAGER  
MARINA OFFICE  
Rope Street  
LONDON



SE16 7SZ

Tel: 020 7252-2244 Fax: 020 7237-3806

2. Service. All notices shall be deemed to have been received;
  - a. In the case of a facsimile or email communication, if sent between 0900 and 1700 (London time) Monday to Friday (other than UK public holidays) when dispatched.
  - b. If sent outside such hours on a Saturday, Sunday or a day which is a public holiday in England, at 0900 (London Time) on the business day following dispatch of such fax or email.
  - c. If delivered to the recipient in person or left at the address specified above, that same day.
  - d. In the case of a letter by post, on the second day (not being Saturday, Sunday or Bank holiday) after posting by prepaid first class post.

### **2.3 Law, jurisdiction, and settlement of disputes**

1. Use of English law. This LICENCE shall take effect under and be governed by and construed in accordance with English law and shall, subject to 2.3 (2) and (3), subject to the exclusive jurisdiction of the courts of England and Wales.
2. Settlement of disputes. In the event of any dispute arising between the OWNER and the COUNCIL in connection with this LICENCE which cannot be settled by negotiation, the parties will in good faith, seek to resolve that dispute through mediation in accordance with Alternative Dispute Resolution (“ADR”) Group’s mediation procedure before resorting to litigation (London Office; ADR Group, 46 Essex Street, The Strand, London WC2R 3JF, tel 0044 (0)207 632 7157, or website - [www.adrgroup.co.uk](http://www.adrgroup.co.uk)).
3. Mediation. In the event that mediation occurs between the OWNER and the COUNCIL, reasonable efforts shall be made by SOUTHWARK to permit the use of a room at the COUNCIL premises.

## **3. SOUTHWARK COUNCIL – RESPONSIBILITIES AND RIGHTS**

### **Preamble and general principles**

1. As part of its commitment to effective MARINA management, the COUNCIL is committed to providing, through the MARINA OFFICE, secure facilities for berth-holders for the purposes of storage, recreational and leisure purposes. It is also committed to providing facilities for on-shore boatyard and maintenance, power, water, sanitation, pump-out, waste disposal, mail, parcels and parking.
2. The COUNCIL is also responsible for ensuring that the rights of residents are respected, particularly with regard to noise. Any complaints about noise levels should be dealt with following the advice on Southwark Council’s website.
3. The responsibilities for the provision of services by the COUNCIL through the MARINA OFFICE are set out in section 3.1 below. The COUNCIL’s rights in respect of the provision of services are set out in section 3.2 below.

### **3.1 Responsibilities for the provision of services**

#### **3.1.1 Enforcement of Terms and Conditions**

1. Notification. The COUNCIL shall supply the OWNER with a copy of the TERMS AND CONDITIONS and have them prominently displayed within the MARINA with the following “*Every person entering the MARINA for any purpose and by any means shall be deemed to agree to and be bound by these TERMS AND CONDITIONS*”.
2. Compliance. The OWNER and the OWNER’s PARTY shall at all times act reasonably and responsibly towards the COUNCIL, its customers and staff and shall at all times observe and comply with the TERMS AND CONDITIONS (and any changes made thereto from time to time by the COUNCIL).
3. Non-compliance. The COUNCIL has the right to require the OWNER, the OWNER’S PARTY (or any of them) or any other PERSONS to leave the MARINA immediately if they act recklessly, unreasonably, anti socially or fail to observe these or any other applicable regulations. A breach of the TERMS AND CONDITIONS may result in the termination of this LICENCE (see also clause 3.2.6)
4. Reasonable enforcement of Terms. While the COUNCIL is under no obligation to an OWNER or any other person to enforce any provision of these regulations against anyone; it will seek to apply them in an equitable manner taking into consideration the COUNCIL’S responsibilities and the OWNER’S rights and responsibilities.

### **3.1.2 Berthing**

1. Provision of a berth. Subject to payment of the TARIFF CHARGE and ADDITIONAL CHARGES, and compliance with these TERMS AND CONDITIONS, the COUNCIL agrees to provide the OWNER with a berth in either South Dock or Greenland Dock, at the MARINA MANAGER’S discretion - adequate for the size of vessel. See also ‘berth allocation’ clause 3.2.3 below.

### **3.1.3 Electricity**

Electricity (where applicable) is provided subject to the following conditions:

1. Continuous supply not guaranteed. The COUNCIL *is responsible for the good working, repair and safe functioning of the electricity supply within the marina but cannot guarantee continuous supply as power cuts and breakdowns are not within its control.*
2. Supply of electricity. Supply is provided to and for the BOAT only. Shared supply is not permitted.
3. Payment for services. All electricity consumed shall be paid for by the OWNER on demand at the current rate of charges in force at the MARINA from time to time.
4. Penalties for non-payment of electricity fees. If payment of any monies owing to the COUNCIL is overdue for more than 28 days the supply may be disconnected and/or as required the BOAT removed to a berth where such supply is not available. The COUNCIL accepts no responsibility for the consequences of disconnection or other interruption of the electrical supply.

5. Upgrading of electricity supply. While in the short-term the COUNCIL cannot guarantee continuous supply as power cuts and breakdowns are not within its control, it will take reasonable steps to carry out the necessary investment to upgrade the power supply from 16 to 32 amps.
6. Electricity infrastructure. The COUNCIL agrees to ensure that the electricity infrastructure (cables, power posts, etc.) and connections are adequate, and maintained, to the extent that they are within their control.
7. Approval of connectors and cables. Connectors and cables not supplied by the MARINA shall be approved by the COUNCIL. The OWNER shall not seek to connect or reconnect the connectors and cables prior to receiving approval.
8. Restoration of supply after interruption. Overloading will cause trips to activate and whilst the COUNCIL will do all it can to effect immediate reconnection this may not be possible due to other priorities. However, the MARINA MANAGER shall use his best endeavours to reinstate the electrical supply (within a reasonable period) upon notification by the OWNER.
9. Telecommunications equipment. Any telecommunication equipment or supply which has been installed at the OWNER's expense is to be removed at the OWNER's expense in the event that the BOAT is moved from a particular berth. However, in instances where the MARINA MANAGER requests that the BOAT be relocated, the cost of relocating the telecommunications equipment shall be reimbursed.

#### **3.1.4 Launching and recovery of BOATS**

1. Use of crane. Subject to payment of the relevant charges in advance, the COUNCIL agrees to provide crane services to BOATS (within the size and weight capacity of the crane) upon the OWNER's request. The COUNCIL will endeavour to launch or recover the BOAT at the appropriate and suitable point, tide and weather conditions permitting.

#### **3.1.5 Repair and maintenance**

1. Maintenance. The COUNCIL permits and encourages routine maintenance and upkeep work on all BOATS within the MARINA. Reference to and compliance with the TERMS AND CONDITIONS FOR BOAT REPAIRS (at Annex III), in the event that the works escalate to REPAIRS, is strictly necessary.
2. Approval and monitoring of REPAIR and MAINTENANCE. In the interests of ensuring that noise and disruption from work on boats is not excessive, for both BERTH-HOLDERS and residents of neighbouring flats, the MARINA MANAGER will approve and monitor all works and where necessary make reasonable recommendations for the continuance of the works. The OWNER is expected to comply with all reasonable suggestions made by the MARINA MANAGER (see also clause 3.2.9).

#### **3.1.6 Lock facilities**

1. Operation of locks/ bridge. The lock gates permit vessels to navigate to and from the MARINA. The lock gates and bridge shall only be operated by employees of the COUNCIL and its agents. The lock gate and bridge will be operated at such times as shall be posted from time to time at the MARINA OFFICE (noting that

the bridge operating hours are usually more restricted than the lock), and subject to staff commitments, tidal conditions, opening hours and the operational state of the lock gates and their ancillary equipment. BERTH-HOLDERS are required to provide a minimum of 24 hours notice of an intended move to the MARINA OFFICE. The operation of the lock is in the discretion of the MARINA MANAGER.

2. Responsibility for mechanical or electrical faults. The COUNCIL cannot be held responsible for any losses resulting from the failure of the lock gates. The MARINA OFFICE will endeavour to take all reasonable steps to remedy any fault as quickly as possible.

### **3.1.7 Safe-keeping of BOAT keys.**

1. Retention of keys to authorised users. The COUNCIL provides a service (at the request of the OWNER) whereby it retains a set of keys for the BOAT which will be stored in a safe and secure place. The MARINA shall provide the keys as requested to the OWNER, or the OWNER's authorised representative(s):
  - a. The OWNER must provide the MARINA MANAGER with details of the authorised persons (maximum two persons), including sufficient documentation and proof of identification, to whom the keys may be released AND
  - b. Any Authorised persons must bring with them sufficient documentation and proof of identification for the MARINA MANAGER to review.

The MARINA MANAGER retains absolute discretion to withhold keys in the event that these conditions are not fulfilled, and shall not be responsible in the event that any keys are not returned to the MARINA OFFICE.

### **3.1.8 BERTH-HOLDERS' Personal mail**

1. General conditions. Any post or items received for berth-holders will be placed in pigeon holes in the MARINA OFFICE. If the OWNER is expecting a large parcel to be delivered, it is a requirement of the COUNCIL that the MARINA OFFICE should be informed prior to delivery. The COUNCIL shall not be responsible for post or parcels delivered to the MARINA.

### **3.1.9 Parking**

1. Regulations/ Permits. Parking within the MARINA is for permit holders only. Although the MARINA MANAGER shall endeavour to accommodate OWNERS that may need to park vehicles and motor cycles within the MARINA, parking is not guaranteed and shall be as directed by the MARINA MANAGER.
2. Bicycles. Bicycles shall be stored on the BOAT or alternatively they may be stored free of charge in the bicycle racks adjacent to the facilities block in the boat yard (if available).
3. Liability. The COUNCIL accepts no liability for the security of any vehicles (to include, but not limited to, cars, motor cycles, bicycles and trailers) parked within the MARINA, which are left there at the OWNERS risk. The COUNCIL accepts no liability for any loss or damage to or from any vehicle or the contents thereof howsoever caused.

4. Parking Regulations. The OWNER will comply with and shall bring to the attention any of the OWNER'S PARTY the following parking regulations and shall be responsible to the COUNCIL for their compliance with them:
  - i. No vehicle is to be parked or placed so as to obstruct the pontoons, roadways, slipways, crane platforms or any other area of the MARINA nor shall any vehicle or trailer be abandoned within the MARINA.
  - ii. No tent, caravan (motor or trailer) or other vehicle adapted or designed for sleeping may remain in any part of the MARINA overnight without the prior written consent of the COUNCIL.
  - iii. The COUNCIL reserves the right to remove and destroy if deemed appropriate any obstructing or abandoned vehicle or trailer (at the vehicle owner's risk by crane, towage or otherwise).
  - iv. Vehicles parked within the MARINA must display a current car parking permit and a valid road fund licence. Details of the charges for parking permits are available from the MARINA office.
  - v. If a vehicle does not display a valid road fund licence or is in visibly poor condition the COUNCIL shall reasonably regard it as having been abandoned.
  - vi. Failure to display a current parking permit and valid road fund licence may result in the vehicle being clamped or removed. The cost of removing the clamp or retrieving the vehicle is specified under the MARINA fees and Charges (Tariff).
5. Cost of Removal. The COUNCIL reserves the right to recover from the OWNER the reasonable costs and expenses incurred in moving or storing a vehicle or, where appropriate, disposing of any vehicle in contravention of the above clauses 3.1.9 (1), (2), (3) or (4).

#### **3.1.10 Recycling and waste disposal**

1. Recycling bins. The COUNCIL will ensure that adequate recycling bins are provided by the COUNCIL, within easy access of the MARINA, so as to facilitate the proper disposal of recyclable waste.
2. Bin emptying. The MARINA OFFICE will liaise as required with the relevant COUNCIL authorities to ensure the timely emptying of refuse bins.
3. Disposal of oil waste. The COUNCIL will provide facilities for the disposal of oil waste at the MARINA, which will be emptied on a regular basis.

#### **3.1.11 Provision of pump-out, toilet, washing and laundry facilities**

1. Pump-out service. The MARINA OFFICE will use all reasonable endeavours to provide pump-out services to OWNERS within 5 business days upon reasonable request from the OWNER.
2. Toilet and shower facilities. The COUNCIL will provide adequate toilet and shower facilities for use by OWNERS and their guests, and provide adequate maintenance and cleaning services for them.

3. Laundry and drying. The COUNCIL is planning to provide laundry and clothes drying facilities within the MARINA by 2009/ 2010.

### **3.1.12 Accidents and emergency precautions**

1. Life-saving and first aid kit. The MARINA OFFICE will ensure that the life saving equipment available at the MARINA is inspected on a regular basis. This is the responsibility of the Harbour Master.
2. First Aid Kit. A first aid kit is located at the MARINA and it may be used by OWNERS when reasonably required- all items removed from the First Aid Kit must be drawn to the attention of MARINA staff and logged on the incident/ accident forms provided.

### **3.1.13 Exercise of courtesy and respect**

1. General principle. MARINA staff and users of the MARINA shall at all times be courteous to each other.

## **3.2 Rights in relation to the provision of services**

### **3.2.1 Revision and application of the Terms and Conditions (T & C).**

1. Revision of TERMS AND CONDITIONS. The COUNCIL reserves the right to vary these TERMS AND CONDITIONS in the event that it is reasonably deemed necessary and appropriate to promote the better administration of the MARINA and/or is in the interests of MARINA users as a whole and/or to comply with statutes, regulations or Bye Laws. Any amendments made to this LICENCE shall be brought to the attention of the OWNERS in a form deemed appropriate and following any such amendment consultation with the OWNERS and residents shall take place, as required.
2. Termination by OWNER. The OWNER retains the right to terminate the LICENCE within 14 days of notification of a variation of the TERMS AND CONDITIONS without penalty and with the reimbursement of any TARIFF or ADDITIONAL CHARGES pre-paid in accordance with the provisions of the LICENCE in respect of the period cancelled (see clause 3.2.6 below).

### **3.2.2 TARIFF CHARGES**

1. TARIFF CHARGES. TARIFF CHARGES are levied on all BOATS at a rate based on their AGREED CHARGEABLE LENGTH OVERALL.
2. ADDITIONAL CHARGES. Will be payable by the OWNER for facilities and MARINA SERVICES used within the MARINA as published by the MARINA from time to time.
3. Change of Rates. Rates are subject to change on an annual basis under the COUNCIL'S fees and charges process, for which due notification in advance will be given to OWNERS, and the new rates posted on the MARINA OFFICE notice board.

### **3.2.3 Berthing**

1. Control of berth allocation by the MARINA OFFICE. The physical layout of every MARINA and the varying needs and obligations of the COUNCIL and its customers requires that the MARINA MANAGER retains control of BERTH allocation within the MARINA. Accordingly the OWNER shall not be entitled to the exclusive use of any particular BERTH. Therefore from time to time allocation of a different BERTH can be given to the OWNER by the MARINA MANAGER. However consideration will, so far as is reasonably possible, be given to the OWNER's preference, provided always that the allocation is in accordance with good marina management.
2. Re-berthing. The OWNER acknowledges and agrees that the COUNCIL shall have the right to require the OWNER to move and re-berth the BOAT, and the COUNCIL shall itself have the right to move and re-berth the BOAT to any new location within the MARINA, for reasons of safety, maintenance or good marina management. In the event that the COUNCIL causes damage to the BOAT as a result of their or their servant or agents negligence when moving it, the COUNCIL will pay the reasonable cost of repairing such damage caused.
3. Temporary re-allocation of berths. At any time when the BERTH is not actually occupied by the BOAT, the COUNCIL shall be free to permit its use by any other BOAT without paying compensation or giving any discount to the OWNER. The MARINA MANAGER will ensure that use of any facilities is accurately recorded and charged to the temporary berth-holder.
4. Minimisation of Disruption. The MARINA OFFICE shall ensure that minimal disruption is caused to the OWNER during any move. In particular the MARINA OFFICE will provide assistance to ensure that any telephone connection to the BOAT is maintained after the move has occurred (although the MARINA will not become directly involved in the maintenance of cables). The COUNCIL will reimburse the OWNER the reconnection fee in cases where the COUNCIL has insisted the move takes place.

#### **3.2.4 Payment of CHARGES**

1. Payment of CHARGES. See clauses 2.1 (4) and 2.1(5) above.
2. Late payment penalty. Without prejudice to the above and clauses 2.1 (4) and 2.1 (5), in the event of delayed or non-payment of fees, interest is chargeable on any amount which is overdue by more than 28 days at the rate of 8%, above the Bank of England base rate.
3. Recourse to legal action. Without prejudice to clauses 3.2.4 (1) and (2) and 3.1.3 (4) in the event of non-payment of the CHARGES the COUNCIL shall normally take the following actions before resorting to formal legal proceedings:
  - I. If no payment is received after 28 days from receipt of the invoice by the OWNER, a first letter will be sent to the OWNER by the MARINA OFFICE. This letter will request that the OWNER contact the MARINA OFFICE within 7 (seven) days. The MARINA OFFICE will also attempt to contact the OWNER by phone;
  - II. If the OWNER does not make contact with the MARINA OFFICE, within 7 days he/she will be sent a letter giving 14 (fourteen) days notice that the BOAT will be moved away from services.

- a. See clause 3.1.3 (4) - the electricity supply may be disconnected and/ or the BOAT removed to a location within the MARINA where such supply is not available. The COUNCIL accepts no responsibility for the consequences of disconnection or disruption to the electricity supply, or save in the case of negligence on the part of the COUNCIL, its servants or agents any other consequence of the removal of the BOAT.

- III. Thereafter the COUNCIL will consider taking formal proceedings including (but not limited to); Court Action, the issue of a statutory demand and if necessary an application for bankruptcy of the OWNER, exercise of a lien over and/ or sale of the BOAT.

NOTE- In the event that formal action is necessary, the COUNCIL will look to the OWNER for reimbursement of its associated legal costs.

### **3.2.5 Liability, Indemnity and Insurance**

#### **1. Liability of COUNCIL for services.**

- i. The COUNCIL shall take all reasonable steps to maintain the services and facilities at the MARINA in reasonable working order. Subject to this, and in the absence of negligence or breach of duty on the part of the COUNCIL, BOATS, gear, equipment or other goods are left with the MARINA at the OWNER'S own risk and OWNERS must ensure that they have appropriate insurance against all relevant risks.
- ii. In the absence of negligence on its part the COUNCIL shall not be liable for any loss or damage caused to any BOAT, its gear or equipment or other goods left within the MARINA and/or the loss of or interruption to facilities and services within the MARINA. Nor shall the COUNCIL, in the absence of negligence, be responsible for harm or injury to persons entering the MARINA.

#### **2. Salvage and Preservation of Property within the MARINA.**

- i. The COUNCIL reserves the right to take action in relation to property within the MARINA if to do so would be appropriate in the circumstances, particularly where a risk is posed to the safety of people, property or the environment. If this occurs, the COUNCIL shall be entitled to charge the OWNER on a normal commercial charging basis.
- ii. The COUNCIL shall not be under any duty to salvage or preserve an OWNER's BOAT or other property from the consequences of any defect in the BOAT or property concerned unless it shall have been expressly engaged to do so by the OWNER on commercial terms:
- iii. The COUNCIL shall not be under any duty to salvage or preserve an OWNER's BOAT or other property from the consequences of an accident for which the COUNCIL is not responsible unless it shall have been expressly engaged to do so by the OWNER on commercial terms:

3. Liability for loss of earnings. No claim shall be made and no recovery shall be had hereunder for any indirect, special, punitive, exemplary, incidental or consequential damages, or for loss of prospective profits, anticipated cost savings, contracts or financial or economic loss.

4. Requirement for third party insurance cover of OWNERS. See clause 4.1.3



### **3.2.6 Termination of LICENCE by the COUNCIL**

1. Notice of Breach to OWNER. With the exception of the breach of payment provision which is dealt with in clause 3.2.4 above, and without prejudice to any other rights which they may have in relation to the breach, the COUNCIL may serve notice on the OWNER specifying any breach of the TERMS AND CONDITIONS and requiring him/ her to remedy the breach within a reasonable time not exceeding 14 days, or as specified by the COUNCIL. If the OWNER fails to remedy the breach within that time, or if the breach is not capable of remedy, the COUNCIL may serve notice on the OWNER terminating this LICENCE and requiring him/ her to remove the BOAT from the MARINA within 14 days.
2. Penalty for failure to remove BOAT upon termination. If the OWNER fails to remove the BOAT within 14 days of termination of this LICENCE (whether under this Clause or otherwise), the COUNCIL shall be entitled to:
  - (i) Charge the OWNER at the COUNCIL's 24 hour rate for overnight visitors for each day between termination of this LICENCE and the actual date of removal of the BOAT from the MARINA; and/or
  - (ii) At the OWNER's risk (save in respect of loss or damage caused by the COUNCIL's negligence or other breach of duty during such removal) to remove the BOAT from the MARINA and thereupon secure it elsewhere and charge the OWNER with all costs reasonably arising out of such removal including alternative berthing fees.
3. Return of Security Fob and charging upon termination. On termination for any reason the OWNER shall immediately return his Security Fob to the MARINA OFFICE. Failure to do so will result in the MARINA imposing a surcharge for the creation of a new Security Fob which will be included in the OWNER's next invoice. The MARINA will return the deposit paid on receipt of the Fob.
4. Other Termination. Nothing in this LICENCE shall restrict the COUNCIL's ability to terminate the LICENCE upon the expiration of the TERM should it reasonably wish to do so.

### **3.2.7 Rights of Sale and Detention of BOATS by COUNCIL**

1. Compliance with Torts (Interference with Goods) Act, 1977 ("the Act"). Where the COUNCIL accepts a BOAT, gear, equipment or other goods for berthing, repair, refit, maintenance or storage, the COUNCIL does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on the COUNCIL in circumstances where a customer fails to collect or accept re-delivery of the goods (which includes the BOAT and/or any other property). Such sale will not take place until the COUNCIL has taken reasonable steps to notify the OWNER 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 COUNCIL 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 COUNCIL's obligation as custodian of goods accepted for berthing or 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 MARINA unless agreed otherwise.

Advice regarding the Act may be obtained from the Citizens Advice Bureau, a Law Centre or any firm of Solicitors.

2. Compliance with Legislation and Bye-Laws. In accordance with the Harbours Docks and Piers Clauses Act 1847 (“HDPCA”) / London Docklands Development Corporation Act 1994 (“LDDCA”) / and application of local Bye-Laws the COUNCIL may also detain the BOAT and, if necessary, sell the BOAT complete with contents in order to recover outstanding charges. This right is exercisable where an OWNER leaves a BOAT within the designated areas in such circumstances that he may reasonably be assumed to have abandoned it, or he fails to pay any charge payable to the COUNCIL in respect of the BOAT for six months.
3. Compliance with Admiralty Law or Court Judgment. Admiralty Law entitles the COUNCIL in certain other circumstances to bring action against a BOAT to recover debt or damages. Such action may involve the arrest of the BOAT through the Courts and its eventual sale by the Court. Sale of the BOAT may also occur through the ordinary enforcement of a judgment debt against the OWNER.
4. Right to general lien. The COUNCIL reserves a general right to detain and hold on to the BOAT or other property pending payment by the OWNER of any sums due to the COUNCIL. The COUNCIL remains fully entitled to charge the OWNER at the COUNCIL’s 24 hour rate for overnight visitors, and usual ADDITIONAL CHARGES, whilst exercising this right of detention, and if necessary continuing upon the termination or expiration of the LICENCE, until the actual date of payment by the OWNER and removal of the BOAT from the MARINA.
5. Security. The OWNER shall at any time be entitled to remove the BOAT or other property upon providing security in a form acceptable to the MARINA MANAGER, for example a letter of guarantee from a bank or a cash deposit, sufficient to cover the debt with interest and a reasonable provision for the COUNCIL's prospective legal costs.

### **3.2.8 Access to BOAT and deposit of BOAT keys**

1. Boarding and entry for safety purposes. The COUNCIL shall have the right without prior notice to the OWNER to board and enter the BOAT (by force if necessary) to take action or carry out work on the BOAT if such action or work is reasonably necessary for the safety of the BOAT and/ or the safety of other MARINA users or their property. The OWNER shall be liable for and pay on demand the COUNCIL'S reasonable charges and expenses for such action or work. The COUNCIL shall take reasonable steps to contact the OWNER before accessing the BOAT.
2. Deposit of keys with COUNCIL. see clause 3.1.7 above

### **3.2.9 Inspection of works and investigation of complaints relating to works**

Note: Please refer to the TERMS AND CONDITIONS FOR BOAT REPAIRS (ANNEX III attached)

1. Right to inspect. The MARINA MANAGER reserves the right to undertake periodic inspections of works and investigate specific issues where;
  - a. he/she has concerns about the safety and welfare of persons or property within the MARINA.
  - b. the MARINA MANAGER is required to do so in order to carry out an investigation in respect of a complaint.
2. Cessation of unsafe and other work. Any work deemed unsafe, detrimental to the environment or in breach of any term of this LICENCE, at the full and reasonable discretion of the MARINA MANAGER, shall be stopped immediately or within a given time specified by the MARINA MANAGER frame not exceeding 7 days depending on the severity.

### **3.2.10 Removal of BOAT by COUNCIL**

1. Removal of BOAT by COUNCIL. If the OWNER fails to remove the BOAT having been requested to do so, the COUNCIL shall have the right to remove the BOAT to a location either ashore or afloat in the MARINA or elsewhere, and to recover from the OWNER the reasonable costs and expenses of the COUNCIL including but not limited to the use of crane facilities and storage charges at the MARINA'S published rates or the reasonable charges incurred for lifting the BOAT elsewhere.

## **4. OWNERS – RESPONSIBILITIES AND RIGHTS**

### **Preamble and general principles**

In return for enjoying rights provided under this LICENCE, and as part of the OWNER'S commitment to work together with the Marina management for the benefit of the MARINA and its environment, the OWNER shall be committed to fulfilling certain responsibilities, which are described below in clause 4.1, in conjunction with the rights identified in clause 4.2 below.

### **4.1 OWNER'S responsibilities**

The OWNER and the OWNER'S party shall at all times observe the TERMS AND CONDITIONS of this LICENCE, the Bye Laws of the River or Port Authority and all other rules or regulations affecting the MARINA.

#### **4.1.1 The LICENCE**

2. Requirement for a valid licence. OWNERS must be in possession of a valid LICENCE issued by the MARINA OFFICE, on behalf of the COUNCIL.

#### **4.1.2 Payment of CHARGES**

1. TARIFF and ADDITIONAL CHARGES. See clause 3.2.2 and 3.2.4 above.
2. Period of payment. Payment may be carried out on an annual, semi-annual, quarterly or monthly basis, the agreed mode and periodicity of which will be agreed in advance with the MARINA OFFICE. See LICENCE at page 6 above.
3. Legal Action for non-payment. See clause 3.2.4, 3.2.6 and 3.2.7 above.

#### **4.1.3 Insurance**

1. Third party insurance requirement. The OWNER shall maintain in full force and effect an insurance policy or policies covering at the very least third party liability including cover for wreck removal and salvage, and his action, and the actions of the OWNER'S PARTY of not less than £1,000,000 (One million pounds sterling) per incident for the BOAT and its tenders together with such other insurance cover as is normal for a BOAT of its size, power and description, all such insurance to be effected with reputable insurers. Employers' liability cover should also be included where required, for at least the statutory minimum (see clause 5.5 of the TERMS AND CONDITIONS FOR BOAT REPAIRS Annex III). The COUNCIL has the right to check insurance details and their validity.
2. Need for consent in event of cancellation. The OWNER shall not cancel, surrender or materially alter the terms of any part of the insurance policy or policies without the prior written consent of the COUNCIL. A full copy of any revised insurance policy must be provided to the MARINA OFFICE immediately upon issue.
3. Submission of copies of insurance policies to MARINA OFFICE. The OWNER shall furnish the COUNCIL, care of the MARINA OFFICE, within 14 days of any request with full details and legible copies of the current insurance certificate or certificates. Without prejudice to the general right of the COUNCIL to any other rights which the COUNCIL may have, failure to produce this documentation within 14 days of a request from the COUNCIL may result in the BOAT being removed from the MARINA or placed in another part of the MARINA where the same facilities may not exist and the OWNER's associated rights in relation to the BOAT and MARINA are limited/ withdrawn. All reasonable costs associated with the removal shall be for the OWNER's account.
4. Employment of Third Parties. Notwithstanding any other provisions of the LICENCE concerning the control and management of any person working upon the BOAT and the consenting process for work to be undertaken, it is the OWNER's responsibility to exercise reasonable skill and care when employing persons to ensure the competence, satisfactory insurance status and adequate and safe working conditions of all persons that may carry out any work upon the BOAT. It is a condition of the LICENCE that the OWNER ensures that any such persons hold current, adequate and appropriate insurance cover. Failure to do so will expose the OWNER to substantial financial risk and possible prosecution. The OWNER should notify the MARINA MANAGER in advance of any such work being carried out.

#### **4.1.4 Return of Security Fob on termination of Licence**

1. Return of fob. See clause 3.2.6(3) above.

#### **4.1.5 Assumption of risk**

1. OWNERS risk. The OWNER assumes all risk and responsibility for the security of the BOAT and its safe operation at all times, and all BOATS are berthed, moored or stored ashore at the sole risk of the OWNER.
2. Users' own risk. Every person using any part of the MARINA or its facilities for any purpose, whether by invitation or otherwise does so entirely at their own risk and the OWNER undertakes to make this known to every person in the OWNER'S PARTY including his family and visitors.

#### **4.1.6 Notification of MARINA OFFICE of BOAT movements**

1. Notification of BOAT movements. The OWNER shall inform the MANAGER prior to each departure of the BOAT from the MARINA. The OWNER shall specify the departure time, and the anticipated date and time of return. The MARINA MANAGER will rely upon this information in planning access for visitors. The OWNER is also reminded of the MARINA MANAGER'S ability to retain the BOAT within the MARINA, for example in the event that monies are owed to the COUNCIL.
2. BOAT Navigation. The OWNER shall cause the BOAT to leave or be removed from the MARINA under its own power on at least one occasion during each 365 day period if requested by the COUNCIL to do so, unless provided with specific written exemption by the MARINA MANAGER.

#### **4.1.7 Repair works**

1. Notification of REPAIRS (as defined). The OWNER is referred to the TERMS AND CONDITIONS FOR BOAT REPAIRS. The OWNER is responsible for notifying the MARINA MANAGER of any major repair, renovation and maintenance works, including welding, noisy or lifting work where risk may be involved to other BOAT OWNERS. The likelihood of large vehicles requiring access should be made known to the MARINA OFFICE.
2. Respect for concerns of residents. In order to respect the concerns of residents, particularly for noise, OWNERS should notify the MARINA MANAGER of proposed works, and if need be, make arrangements to carry them out elsewhere (see also 3.2.9).

#### **4.1.8 Safety and Environment**

1. BOAT care and maintenance. The OWNER shall at all times be responsible for the proper upkeep, safe condition and maintenance of the BOAT, its gear and equipment (whether afloat or on shore) and shall maintain it in good, seaworthy condition and ensure that the BOAT is able to navigate under its own power at all times. The OWNER must ensure that his/ her BOAT and the adjacent pontoon are kept clear and in general good order at all times.
2. Compliance with Health, Safety and Environment regulations. The OWNER shall comply with current Health and Safety, Environmental and other legal requirements in relation to the BOAT and shall also comply with all reasonable instructions from the COUNCIL and/or the MARINA MANAGER in connection with all matters relating to the safe and efficient operation of the MARINA. The OWNER shall ensure that he has read, understood and complies with the COUNCIL'S Health and Safety policy, Environmental policy and Safety First poster, so far as they relate to the MARINA. All of these are displayed in and copies available from the MARINA Office and on the COUNCIL's website [www.Southwark.gov.uk](http://www.Southwark.gov.uk).

3. BOAT Housekeeping Rules: OWNERS are expected to fully comply with the general housekeeping rules relating to the use and maintenance of the BOAT, use of facilities and environmental concerns as set out in Annex II.
4. Disposal of sewage, blackwater and bilge water. Marine toilets and bilges (excepting fresh clean water release) must not be pumped out within the confines of the MARINA or Harbour. Breach of this regulation constitutes a breach of Local Authority Bye-Law for which a fine of £2000 may be imposed. The COUNCIL shall have an unlimited right of access to all BOATs in the event that it is necessary to seal toilets on board which are pumping or which the COUNCIL suspects are pumping or are likely to pump sewage into the MARINA. Refusal to permit access or tampering with the seal shall be deemed to be a breach of a condition of the LICENCE. See also Annex II clauses 1, 2, and 9 dealing with the disposal of other substances. The COUNCIL encourages BERTH-HOLDERS to use environmentally friendly products.
5. The OWNER shall not himself/ herself nor shall he/she permit any other person to LIVE ABOARD the BOAT. For the purposes of this provision a person shall be deemed to be LIVING ABOARD a BOAT is he/she spends more than 28 nights on the BOAT within one year.
6. Marine survey report. The OWNER shall provide a surveyor report from a bona fide marine surveyor of the BOAT if reasonably requested to do so by the MARINA MANAGER.
7. Fire prevention. The OWNER shall take all necessary precautions against the outbreak of fire in or upon the BOAT. The OWNER shall provide adequate fire extinguishers according to the size and type of BOAT especially paying attention to the type of engines, fuel and equipment relating to the BOAT. The extinguishers must also be of a kind approved by the appropriate Government Department. Such extinguishers shall at all times be kept instantly ready for use and in good and efficient working order. MARINA staff shall be entitled to inspect all Fire Fighting Equipment and if necessary to request that replacement equipment or proof of functionality be obtained and provided to the MARINA MANAGER. Where applicable BOATS must comply with the relevant statutory requirements in relation to fire fighting equipment.
8. Movement of BOATs on shore. The OWNER and his agents shall not move any BOAT which is stored ashore except with the COUNCIL'S consent and in accordance with their instructions, nor shall the OWNER or his agents interfere with, move, alter or reposition any chocks, shores, cradle legs or other supports of the BOAT or any other vessel or equipment.
9. Accidents and injury. The OWNER or any other persons are to report in writing to the MARINA MANAGER within 24 hours any injury or accident that occurs within the MARINA. In the event of breach of this regulation the OWNER shall fully indemnify the COUNCIL in respect of any liability incurred by the COUNCIL to the extent that this liability has been imposed or increased as a result of this breach.
10. Boarding and entry for safety purposes: see clause 3.2.8 above.

#### **4.1.9 Exercise of courtesy and respect**

1. Courtesy and respect. No-one entering the MARINA shall verbally or physically abuse any member of the MARINA staff; physical or verbal abuse by the OWNER, a member of the OWNER's PARTY or any other PERSONS will be deemed to be a breach of a condition of this LICENCE. Furthermore, the COUNCIL shall be at liberty at any time to report any such offence to the police for further action. In circumstances where the COUNCIL considers that personal danger to a BERTH-HOLDER, visitor or staff member has or is reasonably likely to occur, this LICENCE will be terminated with immediate effect and the perpetrator required to leave the MARINA. This is without prejudice to any other rights, obligations or remedies, civil or criminal that may be available to the COUNCIL.

#### **4.2 OWNERS' RIGHTS**

Each OWNER is entitled to the following rights, for which a number of conditions apply, and are described below:

##### **4.2.1 Berthing and mooring**

1. Entitlement. Each OWNER in possession of a valid LICENCE is entitled to the use of a berth in the MARINA, as allocated from time to time by the MARINA MANAGER. (See clause 3.2.3)
2. Waiting List. There is a waiting list in operation at the MARINA. Any persons interested in obtaining a Licence to berth a vessel at SOUTH DOCK MARINA or GREENLAND DOCK should express their interest in writing to the MARINA MANAGER. The same applies to existing OWNERS wishing to change their BOAT or obtain an additional Licence for a second berth.

##### **4.2.2 Use of facilities**

1. Facilities. OWNERS are entitled to the following:
  - (i) Electricity hook-up (where available at an allocated berth) (clause 3.1.3 above)
  - (ii) Telephone hook-up (where available at an allocated berth) (clause 3.1.3 (9) above)
  - (iii) Toilet and shower facilities (clause 3.1.11 (2))
  - (iv) Recycling and waste disposal facilities (clause 3.1.10)
  - (v) Marina and pontoon cleaning (clause 3.1.11)
  - (vi) Laundry and drying facilities (planned 2009/ 2010) (clause 3.1.11(3))
  - (vii) Use of the South Dock lock and bridge (clause 3.1.6).
  - (viii) Repair and Maintenance facilities in boatyard (clauses 3.1.5 and 4.1.7)
  - (ix) Use of crane at pre-booked times (clause 3.1.4 above)
  - (x) Post and parcels collection (clause 3.1.8 above)

##### **4.2.3 Sale of BOATs in the Marina**

An OWNER may sell his/her BOAT in the MARINA at any time subject to the following conditions:

1. Written consent to sell by MARINA MANAGER. No sale of any BOAT whether through private channels or a broker shall take place within the MARINA without the prior written notification to the MARINA MANAGER. The Lock Office Staff must be notified of the attendance of all visitors, see also clause 4.1.5 'Assumption of Risk'.

2. For Sale or Charter signs. In the event that the OWNER wishes to sell his/her BOAT, and permission has been granted as per 4.2.3 (1) the COUNCIL will permit a small sign to be displayed on the BOAT. In no other circumstances shall the OWNER be permitted to display or cause to be displayed any, 'For Sale' or 'For Charter' or other notice on or in the BOAT.
  
3. Within Seven days of any sale, transfer or Mortgage of any vessel, the OWNER shall notify in writing the new details of the purchaser. The berth is not transferable (unless the new owner has received written permission from the Marina)
  - i. *Waiting List Prioritisation for Sale (see also clause 4.2.1 (2)).* There is a waiting list in operation at the MARINA (see clause 4.2.1) for berths - In the event of the sale of a vessel to include a berth all persons on the waiting list will be provided with details of the sale.
  
  - ii. *Charges and Rates.* Rates are subject to change on an annual basis under the COUNCIL's fees and charges process, for which due notification in advance will be given to OWNERS, and the new rates posted on the MARINA OFFICE notice board.
  
  - iii. *Replacement of BOAT.* In the event that an OWNER wishes to change their BOAT they should inform the MARINA MANAGER immediately in writing and provide full details of the potential new BOAT. When possible the COUNCIL and the MARINA MANAGER will allow existing OWNERS to assign their LICENCE to another BOAT owned by them. However, in the event that the BOAT is of different dimensions and at the MARINA MANAGER'S reasonable discretion requires a different berth, this will not be possible. In such circumstances the OWNER should express their interest for a berth in writing to the MARINA MANAGER and their name will be inserted on the waiting list. Under no circumstances will the COUNCIL permit the retrospective amendment of a Licence or re-allocation of a berth.

#### **4.2.4 Termination of LICENCE by OWNER**

1. Period of notice and settlement of accounts. Unless a shorter period is agreed with by the COUNCIL, this LICENCE may be terminated on no less than 14 (fourteen) days written notice by the OWNER to the MARINA MANAGER specifying the intended departure date.
  
2. Account of CHARGES: Following such notice the COUNCIL 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 BOAT, and
  - (ii) The charge that would have been payable by the OWNER to the COUNCIL in respect of this LICENCE if the original term of this LICENCE had ended on the intended date of departure from the MARINA (calculated by reference to the COUNCIL'S published monthly rates), less
  - (iii) The sum actually paid by the OWNER to the COUNCIL in respect of this LICENCE



3. Balance in Favour of MARINA. Where the balance is in favour of the MARINA the OWNER shall be required to pay the balance before removal of the BOAT from the MARINA.
4. Balance in Favour of OWNER. Where the balance is in favour of the OWNER the COUNCIL shall pay it to the OWNER upon departure of the BOAT from the MARINA.

#### **4.2.5 Access within the MARINA**

1. Access. Access is strictly limited to those parts of the MARINA which the COUNCIL makes available for use by the OWNER and the OWNER'S PARTY.

#### **4.2.6 Use of Boats for commercial purposes**

1. Use of Boats. No part of the MARINA or the BOAT shall be used by the OWNER for any commercial purpose, including hiring, embarkation of charter parties, sale or demonstration for sale or hire of the BOAT, save with the prior written consent of the MARINA MANAGER to the specific purpose concerned. For the purpose of this provision the occasional use of the BOAT by a friend or relative of the OWNER on payment to the OWNER of a contribution towards the actual running cost of the BOAT shall not be deemed a commercial purpose.

#### **4.2.7 Storage and Marking of Dinghies and other equipment**

1. Storage of dinghies, etc. Dinghies, tenders and rafts shall be stowed aboard the BOAT unless the OWNER and the MARINA MANAGER shall otherwise agree in writing. Similarly, no other parts of the BOAT or other equipment, dinghies, gear, fittings, supplies, stores or similar items shall be stored or left upon or otherwise within the MARINA without the prior written consent of the COUNCIL.
2. Marking of dinghies and other equipment. The BOAT and any other associated dinghies and tenders shall be clearly marked with the name of the BOAT. Any other equipment which is not stored securely in the BOAT shall also be clearly marked with the name of the BOAT. Failure to provide identification may result in removal and disposal.

#### **4.2.8 Removal of BOATS**

1. Removal of BOAT by OWNER and payment of debt. see clauses 3.2, 4.2.3 and 4.2.4 above.

**4.2.9 Parking** - see Clause 3.1.9 above.

**4.2.10 Electricity supply** - see clauses 3.1.3 above.

#### **4.2.11 Complaints**

1. Procedures. In the event that the OWNER should wish to raise a complaint about staff at the MARINA, the OWNER is asked in the first instance to contact the MARINA MANAGER. In the event that the complaint relates to the MARINA MANAGER then the OWNER can consult and adhere to the COUNCIL'S complaints procedure which can be found on the COUNCIL'S website [www.southwark.gov.uk](http://www.southwark.gov.uk).

## **5. MANAGEMENT ARRANGEMENTS**

In the spirit of promoting equitable and consultative mechanisms to facilitate communications and coordination between the MARINA MANAGEMENT, the SDMBHA and berth-holders, the following arrangements are proposed, to be updated and revised as necessary.

### **5.1 The MARINA - GENERAL**

1. Management. Responsibility for the management of the MARINA resides with the COUNCIL, and is implemented by the MARINA MANAGER.
2. Operation of the MARINA OFFICE. The MARINA MANAGER and his/her staff (administrative staff, dock masters) are responsible for the efficient operation of the MARINA OFFICE and of the MARINA, and for providing the necessary support, advice to berth-holders, and at the same time ensuring that payments and dues from berth-holders are accounted for on a systematic basis.

### **5.2 BERTH-HOLDERS' ASSOCIATION**

1. Membership. While a voluntary association, all berth-holders are encouraged to become paid-up members of the South Dock Marina Berth-Holders Association (SDMBHA), which is responsible for representing the interests and concerns of all berth-holders, and to bringing them to the attention of the COUNCIL via the MARINA MANAGER.
2. Committee. The SDMBHA is managed by a committee, elected at an Annual General Meeting, and made up of a number of members, including: Chairman, Vice-Chairman, Secretary, Treasurer, Membership Secretary, and others dependent on need, interest, and availability.
3. Pontoon representatives. Individuals who have also been designated by SDMBHA to facilitate communication between berth-holders and the Association, and Marina management.
4. Suggestions. Individual berth-holders may make suggestions, as appropriate, in relation to issues about the MARINA to the COUNCIL, to the SDMBHA, or the Suggestion Box located in the MARINA OFFICE, a Committee member or a pontoon representative.

### **5.3 Consultative arrangements**

1. Marina-Berth-holder Management Meetings (MBMM). MBMM management meetings will take place, preferably on a monthly basis, between representatives of the MARINA OFFICE and SDMBHA management to review current issues and actions required.
2. Ad hoc committees may also be established to discuss and develop other areas of interest, relating to the operation and future development of the MARINA. These will be held on a six monthly basis and may be attended by Council ward members, local members of parliament, residents, berth holders and Marina management and other representatives from the industry.

## 5.4 Communications

- Minutes of meetings of the JCM should be posted on the notice boards of both South Dock and Greenland Dock and communicated, as appropriate, to all members.

## Annex 1 DEFINITIONS

Wherever the following terms appear in these Conditions, and the attached Licence, the Regulations and Repair Work TERMS AND CONDITIONS they will have the special meanings defined here:

TERM	MEANING
<b>ADDITIONAL CHARGE</b>	means charges payable to the COUNCIL for MARINA SERVICES booked or used by the OWNER which are not comprised within the TARIFF CHARGE;
<b>AGREED CHARGEABLE LENGTH OVERALL</b>	means the distance between the foreside of the foremost fixed permanent structure and the afterside of the aftermost fixed permanent structure; and "fixed permanent structure" includes any portion of the hull which is capable of being detached, but which must be fixed in place during the normal operation of the BOAT. TOGETHER WITH any functional arrangements such as safety rails, bowsprits, pulpits, stemhead fittings, rudders, steering gear, outdrives, outboard motors, propulsion machinery, diving platforms, boarding platforms, rubbing strips and fenders if these are in position at <u>any</u> time whilst the BOAT is within the area of the MARINA.
<b>BERTH/MOORING</b>	means the space on water or land from time to time allocated to the OWNER by the COUNCIL for the BOAT during the term of the LICENCE.
<b>BERTH-HOLDER</b>	see definition of OWNER below
<b>BENEFICIAL OWNER</b>	the person/ persons with day-to day control and benefit of the BOAT as passed to them by the legal owner; for the avoidance of doubt all references to OWNER in this document shall jointly include the BENEFICIAL OWNER.
<b>BOAT</b>	includes any form of craft, BOAT, ship, yacht, dinghy, multihull, or other marine structure which is associated with the BOAT and in the care and control of the OWNER, in the marina whether or not detailed in any LICENCE written or otherwise between the COUNCIL and the OWNER.
<b>CHARGES</b>	means jointly the TARIFF CHARGE and ADDITIONAL CHARGES
<b>COUNCIL</b>	means The London Borough of Southwark
<b>GENERAL GUIDANCE</b>	Shall mean the General Guidance and Basic Safety Advice Notes at Annex iv hereto and any changes made to the same from time to time by the COUNCIL.
<b>LEISURE LICENCE</b>	The LICENCE given to all BERTH-HOLDERS other than those with specific permission to LIVE ABOARD their vessel in accordance with a RESIDENTIAL LICENCE – the STANDARD LICENCE only permits a BERTH-HOLDER to stay overnight on the BOAT for a maximum of 8 nights per 30 days period or 28 nights a year.
<b>LENGTH OVERALL (LOA)</b>	means the distance between the foreside of the foremost fixed permanent structure and the afterside of the aftermost fixed permanent structure; and "fixed permanent

	structure" includes any portion of the hull which is capable of being detached, but which must be fixed in place during the normal operation of the BOAT. It does not include functional arrangements such as safety rails, bowsprits, pulpits, stemhead fittings, rudders, steering gear, outdrives, outboard motors, propulsion machinery, diving platforms, boarding platforms, rubbing strips and fenders.
<b>LICENCE</b>	means the LICENCE for BOATS afloat or ashore and Chapters 2, 3, 4 and Annex's I, II, III and IV hereto and any changes made to the same from time to time by the COUNCIL
<b>LIVE ABOARD</b>	the ability to stay on board a boat for periods in excess of the Standard 28 days per year for BERTH-HOLDERS who have a RESIDENTIAL LICENCE.
<b>MANAGER</b>	means the person responsible for the day-to-day management and administration of the MARINA on behalf of the COUNCIL.
<b>MARINA</b>	means all the land, adjacent water and buildings occupied by or under the control of the COUNCIL, and known as South Dock and Greenland Dock. Areas where public access is legally permitted to be excluded.
<b>MARINA OFFICE</b>	The Office located in South Dock by the lock gates within which the staff and MARINA MANAGER are located.
<b>MARINA SERVICES</b>	means those facilities and services made available to the OWNER and the OWNER'S PARTY at the MARINA at the prevailing tariffs, including but not limited to; car parking, use of luggage trolleys, hard standing, electricity, electrical hook up points, water points, bunkering facilities, toilets, showers, wash areas, laundry facilities and waste and refuse disposal;
<b>OWNER</b>	includes where appropriate any person or corporate body or legal entity, as principal or agent, who has entered into a LICENCE with the COUNCIL and any charterer, master, agent or other person for the time being in charge of the BOAT (excluding the COUNCIL, its servants or agents), and includes the BENEFICIAL OWNER and any co-habitees.
<b>OWNER'S PARTY</b>	means the OWNER'S family and private guests or visitors lawfully at any time within the MARINA
<b>PERSONS</b>	include the OWNER, crew, visitors to the BOAT, and any contractors or other attending at the MARINA in relation to this LICENCE
<b>REPAIRS</b>	means any works carried out to the BOAT that is regarded as over and above running repairs by the MARINA MANAGER.
<b>RESIDENTIAL LICENCE</b>	The form of LICENCE given to BERTH-HOLDERS who are permitted to live on board their boats for periods in excess of the Standard 28 days per year.
<b>SDMBHA</b>	South Dock Marina Berth-Holders Association (SDMBHA), a voluntary organisation responsible for representing the interests and concerns of all berth-holders
<b>STORAGE ASHORE</b>	means the land space temporarily allocated to the OWNER from time to time by the COUNCIL for the storage ashore of the BOAT during the term of the LICENCE.
<b>TARIFF CHARGE</b>	means the sum payable to the COUNCIL for the use of the BERTH during the TERM; see also ADDITIONAL CHARGES and MARINA SERVICE
<b>TERM</b>	means the period of time agreed upon in the LICENCE

<b>TERMS &amp; CONDITIONS</b>	means the provisions contained in this LICENCE (as defined)
<b>TERMS AND CONDITIONS FOR BOAT REPAIRS</b>	Shall mean the TERMS AND CONDITIONS FOR BOAT REPAIRS at Annex III hereto and any changes made to the same from time to time by the COUNCIL
<b>USER</b>	means any person using the MARINA for any purpose whatsoever, lawful or otherwise.

## **ANNEX II**

### **HOUSEKEEPING RULES RELATING TO ALL BOATS AT THE MARINA**

#### **Note: for Definitions see Annex 1**

1. Use and storage of dangerous substances. No dangerous, inflammable, poisonous or noxious substances, spirits, oil or petrol or other inflammable liquid, gas or solid shall be brought into the MARINA, stored on the BOAT, or released into the MARINA except in properly secured containers specifically designed to contain such substances against leakage or escape. The consequences of any leakage or escape shall be for the OWNER's account.
2. Refuelling safety. The BOAT, its tenders and equipment must be refuelled in a safe and responsible manner. The OWNER shall comply at all times with all the directions and regulations of the COUNCIL displayed in the MARINA OFFICE.
3. Securing of BOATs at the Berth. The BOAT shall be berthed by the OWNER in such a manner and in such a location as the MARINA OFFICE may require. All necessary warps and fenders shall be provided by the OWNER and the OWNER expressly undertakes and agrees to ensure that the BOAT is properly and safely secured and attached to the pontoon or mooring at all times. In particular it is the responsibility of the OWNER to check the security of warps and to replace them when necessary.
4. BOAT control in the Marina. The OWNER shall navigate and control the BOAT in the MARINA at all times in a seamanlike manner so as to cause no danger, damage or inconvenience to any other person or BOAT. In particular the BOAT shall proceed at a speed which is safe in relation to prevailing conditions and shall at all times comply with any speed restrictions displayed from time to time within the MARINA or imposed by any relevant Harbour or River Authority (see clause 13 below).
5. Avoidance of noise, other pollution and nuisance. The OWNER shall not operate or permit to be operated within the MARINA any engine, generator, machinery, radio or any other apparatus outside ordinary use so as to cause any noise, dust pollution or any nuisance, annoyance or inconvenience to any other USERS. The OWNER further undertakes and agrees for himself/ herself and the OWNER'S PARTY that they shall behave in a considerate manner while using the BOAT and MARINA facilities and in such a way as to cause no nuisance, annoyance or inconvenience to any other USERS.
6. Compliance with the TERMS AND CONDITIONS FOR BOAT REPAIRS. In the event that any works or improvements are reasonably considered by the MARINA MANAGER to be REPAIRS (as defined) on the BOAT, the OWNER shall be required to fully comply with the TERMS AND CONDITIONS FOR BOAT REPAIRS at Annex III hereto.

7. Clean Air Act 1993. The OWNER shall ensure that all practices on board the vessel are fully compliant with the Clean Air Act 1993, and to ensure that the MARINA continues to be a smoke controlled area. In the event that the OWNER or any of the OWNER'S PARTY should wish to burn substances within the MARINA they should consult with this piece of legislation.
8. Avoidance of noise from BOAT fastenings. The OWNER shall ensure that at all times halyards, flags, banners and other items attached to the BOAT are secured so as not to cause any noise, nuisance, annoyance or inconvenience to other USERS.
9. Waste and refuse disposal. No waste or refuse is to be thrown into the water or deposited in any part of the Marina except in the designated receptacles provided by the COUNCIL. Waste or refuse which is not disposed of in the COUNCIL'S receptacles shall be completely removed from the MARINA. The disposal of oil, petrol, tar, paint (antifouling or otherwise) sewage or any other similar toxic or noxious substances and waste shall be placed exclusively into the receptacles specifically provided to receive such waste materials. OWNERS are encouraged to use recycling bins for all materials which can be recycled. In no circumstances shall such waste materials be discharged into the water or left elsewhere in the MARINA. The disposal of flares, fireworks and other pyrotechnics, used or unused, is the sole responsibility of the OWNER who shall arrange their safe disposal away from the COUNCIL'S premises. Similarly, no items from BOATS, gear, fittings, supplies, stores or similar articles are to be left on the pontoons, jetties or car parks with the exception of access steps or other facility as may be expressly agreed in writing with the MARINA MANAGER
10. Care and control of Animals. Animals may only be brought into the MARINA on the condition that they are at all times kept under the control of the OWNER. Dogs are to be kept on a leash. No animal shall cause inconvenience in the form of noise or fouling of the MARINA or any other BOAT, or be permitted to use aggressive behaviour towards or be a nuisance to other users of the MARINA. So far as is reasonably practical animals shall be kept aboard the BOAT at all times. Strict regulations exist for the control of rabies and the COUNCIL reserves the right to require the OWNER to remove any animal from the MARINA without prior notice. No animal which has originated or has been taken abroad shall be brought into or landed in the MARINA without the prior written consent of the COUNCIL. The COUNCIL reserves the right to report the presence of any animal in the MARINA to the Environment Agency or other responsible authority.
11. Washing. The OWNER shall not erect any washing line on the BOAT or within the MARINA. However a small discreet clotheshorse/cross wing airer will be permitted on permission of the MARINA MANAGER.
12. Fishing. Power BOAT sports, swimming and diving. Fishing, water skiing, speedboat racing, windsurfing, hydro-planing, jet skiing, swimming and diving are prohibited within the MARINA. However, diving may be permitted for the purpose of BOAT inspection and freeing propellers of entanglements, providing the person is competent.
13. Wash and Speed Limits. Wash shall be kept to a minimum. A maximum water speed limit of 5 knots and a maximum land speed of 10 mph must at all times be observed within the MARINA.

14. Luggage trolleys. Luggage trolleys must be returned to the designated trolley storage area after use. Only trolleys approved by the MARINA MANAGER will be permitted within the MARINA.
15. BOAT Safety Scheme. Although this is not a statutory requirement of Thames inland waterways, in the interests of ensuring that appropriate safety precautions are taken for the safety of OWNERS and guests, OWNERS are encouraged to inform themselves of and to comply as far as possible with the requirements of the Boat Safety Scheme (BSS) of the British Waterways & Environment Agency (ref [http://www.boatsafetyscheme.com/site/HowtheBSSWorks\\_4.asp](http://www.boatsafetyscheme.com/site/HowtheBSSWorks_4.asp), and to obtain a copy of the BSS Essential Guide (2nd Ed, Aug 2005) from [tp://www.boatsafetyscheme.com/site/2ndedBSSEssentialGuide\\_212.asp](http://www.boatsafetyscheme.com/site/2ndedBSSEssentialGuide_212.asp)(Marina Regulations 3.23).

### **ANNEX III**

#### **TERMS AND CONDITIONS FOR BOAT REPAIRS IN SOUTH DOCK MARINA**

**Note: For definitions see ANNEX I**

The OWNER and any PERSONS who fail to comply with any of the Conditions in this document shall be responsible for the act and will be jointly and severely liable for any loss or damage to property or injury caused.

#### **1. APPLICABILITY**

- 1.1 These Conditions shall be applicable to all REPAIRS carried out by or on behalf of OWNERS. They shall also be applicable to all PERSONS attending at the MARINA in relation to the REPAIRS carried out on the BOAT. It is the OWNER's responsibility to bring these TERMS AND CONDITIONS to the attention of all Persons visiting the MARINA.
- 1.2 The BOAT and all PERSONS shall also be subject to the TERMS AND CONDITIONS attached hereto operational at the MARINA. The OWNER and any person committing any breach of the same shall be liable for any loss or damage resulting from any disregard or non compliance.
- 1.3 The OWNER shall ensure the health, safety and welfare of all PERSONS at the MARINA under his control including all visitors to the BOAT, and shall comply with the GENERAL GUIDANCE notes attached at ANNEX IV hereto.

#### **2. NOTIFICATION OF WORKS/ CONDITIONS OF REPAIR WORKS**

- 2.1 The OWNER must request and obtain written consent from the MARINA MANAGER before commencing any REPAIRS within the MARINA. Requests shall be signed by the OWNER and shall include the following:
  - (i) Full details of the BOAT and OWNER including ownership details and insurance cover
  - (ii) Full details of any and all other Parties who may be involved with the proposed works
  - (iii) Anticipated extent of works
  - (iv) Anticipated duration of the works including the entire completion period and daily working hours

- (v) Full details of the works to be carried out including a site risk assessment, and method statement
  - (vi) The anticipated disruption to other individuals within the vicinity of the works including but not limited to noise levels and expected debris
  - (vii) Details of any hot works and welding to be carried out and equipment to be used
- 2.2 Consent shall not be unreasonably withheld by the MARINA MANAGER. Should there be any difficulty obtaining the information above, guidance must be sought from the MARINA MANAGER.
- 2.3 Further requests must be re-submitted to the MARINA MANAGER should any of the proposed circumstances change.
- 2.4 The MARINA MANAGER shall be permitted to impose reasonable conditions to the proposed works, including restricting the hours within which work may occur and the period over which the works may take place. As far as possible a LICENCE shall be reached between the OWNER and the MARINA MANAGER in this respect.
- 2.5 If the OWNER is considered by the MARINA MANAGER to be in breach of these Conditions or indeed any conditions imposed by the MARINA MANAGER in relation to the works, at the sole discretion of the MARINA MANAGER written notice shall be handed or placed onboard by the MARINA MANAGER requesting that the OWNER discontinue works immediately.
- 2.6 Upon receipt of any such notification the OWNER must discontinue further work as requested immediately and re-submit further detailed proposals for the continuation of works.
- 2.7 In the event that the OWNER fails to resubmit a further request or to discontinue work at his/ her sole discretion the MARINA MANAGER may order that the BOAT be removed from the MARINA within 7 days.
- 2.8 The MARINA MANAGER may take steps to remove any BOAT remaining at the MARINA in breach of the provisions in this clause at the sole expense of the OWNER.

### **3. GENERAL REQUIREMENTS APPLICABLE BEFORE THE COMMENCEMENT OF WORKS**

- 3.1 On arrival to the MARINA all PERSONS are to attend a safety induction by the Dock Master where they will be informed of their Responsibilities to other berth-holders and to the other Persons or to the Environment, and the need to work within the MARINA'S Authorisation.
- 3.2 All Persons are to work in a manner so as not to cause harm to other persons or the Environment. Any incidents that may cause harm must be reported to the MARINA MANAGER immediately.
- 3.3 Prior to arrival at the MARINA, the BOAT shall be made completely free of gas, slops, sludge and/or dirty ballast in respect of cargo tanks, ballast tanks, holds or other spaces not normally used for the storage of fuel oil, and likewise shall be completely discharged of any cargo of a dangerous nature such as explosives or substances which are noxious or harmful to health.



- 3.4 If the BOAT is in the water and will need to be lifted ashore for works to be carried out the OWNER shall undertake to make the BOAT fit and safe in all respects for docking and/or berthing and shall, upon request by the MARINA MANAGER, complete any necessary or appropriate measure such as adjustment of the BOAT draft, trim and preparation of mooring ropes etc.
- 3.5 All PERSONS shall be deemed to have notice of and shall observe the safety, security and other rules and precautions in force at the MARINA. Any breach of this provision may, without prejudice to liability, result in the removal of such personnel from the MARINA at the MARINA MANAGER's sole discretion.

#### **4. INSURANCE**

- 4.1 The OWNER shall keep the BOAT and the works fully insured at all times, with such insurance to include property and liability cover in the minimum amount of one million pounds (minimum £1,000,000), and full salvage costs. (See clause 4.1.3 of the TERMS AND CONDITIONS and clause 5.5 below)
- 4.2 The MARINA does not accept any responsibility for personal injury or loss, or damage to BOATS or other property except where injury damage or loss is caused by their negligence.
- 4.3 It is the OWNER'S responsibility to ensure that his/her BOAT is suitably robust to with stand a crane lift, and the same will be assumed unless the MARINA MANAGER is advised in writing to the contrary. The OWNER is reminded of his/ her obligations as to insurance of the BOAT as set out at clause 4.1.3 of the TERMS AND CONDITIONS.

#### **5. INDEMNITY**

- 5.1 BOATS, vehicles and all other accessories and personal possessions of Persons left within the MARINA premises are left at their own risk and responsibility.
- 5.2 The MARINA shall not be responsible for loss or damage thereof or thereto from any cause whatsoever, unless such loss or damage was caused by or resulted from the negligence of the MARINA staff.
- 5.3 The OWNER agrees and undertakes to keep the COUNCIL indemnified against all proceedings, costs, claims, expenses and liabilities whatsoever in respect of any loss or injury sustained during the period of works to or about the BOAT or in the premises of the MARINA by any PERSONS at the request of or on behalf of the Indemnifying PARTY, caused by the negligence of the Indemnifying Party or its servants, agents, sub-contractors or independent contractors.
- 5.4 The OWNER undertakes to keep the MARINA fully and effectually indemnified against any and all claims by or liability to independent contractors, subcontractors or OWNER'S PARTY howsoever caused on board the BOAT or in the MARINA or elsewhere in connection with the TERMS AND CONDITIONS FOR BOAT REPAIRS IN SOUTH DOCK MARINA.

- 5.5 In the event that the MARINA supplies personnel to enable or assist the OWNER or specialist contractors appointed by the OWNER to carry out work on the BOAT under supervision of the OWNER's specialist contractor; such personnel shall be deemed to be employees of the OWNER for insurance and Health & Safety purposes and the MARINA shall have no liability and shall be indemnified by the OWNER in respect of any defect, liability or claim arising from work carried out or claim brought by the MARINA'S personnel.

## **6. HEALTH AND SAFETY – CONDITION OF GENERAL WORKING ENVIRONMENT**

All Persons undertaking works at the MARINA are required to do so in such a manner so as not to put the health, safety or welfare of themselves, or any other person, at risk and to comply with all relevant legislation. In the event that the MARINA MANAGER in his reasonable discretion believes works to be unsafe then he may order an immediate cessation of works.

## **7. STAGING/ LADDERS AND OTHER EQUIPMENT PROVIDED BY SOUTHWARK COUNCIL**

- 7.1 If the MARINA MANAGER permits any items to be borrowed, the MARINA does not give any warranty as to the suitability of the equipment for a particular purpose and it is the Parties' responsibility to assess the suitability.
- 7.2 Personnel must ensure that ladders are secured as near their upper resting as possible. Where this is impracticable a person shall be stationed at the base of the ladder when in use to prevent it from slipping at all times.
- 7.3 Equipment is borrowed entirely at the borrower's own risk. The COUNCIL will not accept any liability for injuries sustained by the user.

## **8. NOISE AND VIBRATION**

- 8.1 All Parties including Marina personnel have a common duty to avoid unnecessary noise from whatever source.
- 8.2 All Parties are to use appropriate procedures to reduce noise when carrying out works at the MARINA. If deemed reasonable, necessary and if available, at the sole discretion of the MARINA MANAGER noise reduction equipment should be used. Where Parties are generating a noise hazard as part of their work activity, they must place temporary signs to warn other Persons.
- 8.3 Works which are likely to generate noise must be restricted and can only occur between the following hours:  
Monday to Friday 08.00 – 18.00  
Saturday 09.00 – 14.00 - Max duration of works 3 hours  
Sunday Quiet works only
- 8.4 Under no circumstances will there be any deviation from the times detailed in clause 8.3 without prior written permission of the Marina Manager.

## **9. INSPECTIONS**

- 9.1 The MARINA MANAGER reserves the right to undertake periodic inspections of works and investigate specific complaints.

- 9.2 Any work deemed unsafe, detrimental to the environment or in breach of any term of these Conditions, at the full and reasonable discretion of the MARINA MANAGER shall be stopped immediately or within a given time frame not exceeding 7 days.

## **ANNEX IV**

### **GENERAL GUIDANCE AND BASIC SAFETY ADVICE INTRODUCTION**

**Note : for definitions see Annex 1**

These Guidance Notes are provided to acquaint you with basic safety advice and procedures relating to work practices expected at the MARINA. The following safety advice and procedures should be read carefully to ensure the safety of yourself and others at the MARINA.

#### **1. MANUAL LIFTING GUIDANCE**

The basic lifting rules are: - THINK BEFORE YOU LIFT  
EXAMINE OBJECT to be lifted – For size, shape, weight,  
DECIDE where and how to hold it – be extra careful when dealing with awkward shapes in difficult positions.  
CLEAR PATH of obstructions, tripping/slipping hazards.  
KNOW where and how you'll let object down,  
GET HELP if you have any doubts about lifting objects.

#### **2 GENERAL RULES FOR ALL SITUATIONS**

STAND CLOSE to the object – Have firm footing with feet spread on either side of load to be lifted.  
SQUAT DOWN – straddle the load somewhat.  
Keep back straight, bend knees whenever possible,  
GRASP object firmly; be sure grip won't slip.  
LIFT WITH LEGS, slowly straighten them. Keep your back straight at all times.  
HOLD THE OBJECT close to your body.  
AVOID TWISTING OF YOUR BODY.  
If you must change direction move your feet instead - Always Lift Smoothly - Avoid Jerky Motions

#### **3. ADVICE FOR SPECIAL SITUATIONS**

##### **3.1 LIFTING OVERHEAD**

- I. This type of lift puts more strain on your back.
- II. Try to avoid or minimise lifting above shoulder height.
- III. For extra high lifts, use a platform.
- IV. NEVER use a chair, box or any other insecure item.
- V. When in doubt always get help.

##### **3.2 LIFTING HEAVY OBJECTS**

If an object is too heavy, large or difficult to handle, do one of these:-

- I. Get others to help.
- II. Use a mechanical aid.
- III. Do it in pieces, one step at a time.
- IV. Distribute load evenly.

#### **4. WORKING AT HEIGHTS**

When working at heights:-

- I. Ensure persons below are aware of your presence.
- II. Display warning signs and/or barrier tape to warn of the danger above.
- III. Do NOT throw debris, materials or tools to the ground level, but rather lower such items to ground level in a reasonable and safe manner.
- IV. Safety harnesses must be worn where there is a foreseeable risk of directly falling 2 metres or more.
- V. Ensure working area is cleared of accumulating debris.
- VI. Use crawling boards when working on fragile roofs.
- VII. Ensure scaffolding boards are covered with fire cloth to protect them from damage as a result of any hot working.

## **5. HEALTH AND SAFETY – CONDITION OF GENERAL WORKING ENVIRONMENT**

In addition, all works should be carried out with the utmost care, ensuring that in the very least the following are carried out:

- I. The work area should be kept clean and clear of any hazards, for example trailing cables or other slip and trip hazards, and gas bottles.
- II. Where work is undertaken on BOATS still in the water, containers for liquid should be kept away from the water's edge. Wood, paint scrapings, and other detritus should be cleared regularly to prevent it falling into the water.
- III. Pontoons and other walkways must not be obstructed, and safe access/egress for other marina users must be maintained at all times.
- IV. All tools, materials, chemicals and other substances must be securely and safely stored overnight and the work area left clean.

## **6. CRADLES**

- 6.1 Acro supports and other similar supports are only to be adjusted by the MARINA staff.
- 6.2 The MARINA shall not be held responsible for any damage or personal injury sustained as a result of a failure to adhere to this provision.

## **7. USE OF WELDING EQUIPMENT**

- 7.1 Welding equipment may only be used by those competent to do so, at the MARINA MANAGER'S discretion, and proof of competency shall be available for inspection at all times.
- 7.2 All gas cylinders and other equipment must be securely stored when not in use but at all other times appropriate safety precautions must be taken, including screening the area off to restrict access.

## **8. DUST AND OTHER WASTE MATERIAL**

- 8.1 Work that generates excessive dust and waste materials should be suitably screened so as to prevent spread. Any work with substances that may spread such as scraping or removal of antifouling agents or other hull coatings must be completed in the BOAT yard and not in the vicinity of the water.
- 8.2 All waste materials must be cleaned up and disposed of appropriately on a daily basis. If excessive material is to be disposed off, the OWNERS shall ensure that adequate waste removal facilities are available at their own expense

## **9. EYE PROTECTION**

- 9.1 Eye protection must be worn properly when working in the MARINA where there is a foreseeable risk of eye injury e.g.; Grit blasting/ Paint spraying/ Grinding/Welding/burning.
- 9.2 The MARINA recommends the continuous wearing of eye protection at all times that works are taking place.

**10. SAFETY HELMETS**

- 10.1 All Parties should wear approved head protection when working in the vicinity of the BOAT at all times.

**11. GOOD HOUSEKEEPING**

- I. Ensure all access areas, floors, steps, stairs, passageways and gangways and especially emergency routes/exits are kept free from any obstruction or debris.
- II. Spillages of liquids/grease must be cleared immediately to prevent slippery surfaces and the spread of the spillage.
- III. Dirt and refuse must be cleared regularly.
- IV. Store flammable materials correctly.
- V. Ensure suitable receptacles/ hoses are available to douse any fires with water from the MARINA should the need arise.
- VI. Everyone is responsible for maintaining good housekeeping standards.

**12. GENERAL INFORMATION**

- I. Use gloves when handling objects that may cause damage.
- II. Always wear sturdy and stout footwear suitable for the ship repairing industry; sandals, trainers and plimsolls are NOT suitable footwear.
- III. Ensure any obstructions or opening created during the course of the works that could present a danger is adequately barricaded off, with appropriate warning notes and lighting.
- IV. All Electrical equipment must be properly tested by an electrician before use at the MARINA.

I confirm that I have read, understood and agree to adhere to all conditions contained within this document, being:

1. LICENCE
2. TERMS AND CONDITIONS
3. ANNEXES:
  - a. ANNEX I DEFINITIONS
  - b. ANNEX II HOUSEKEEPING RULES RELATING TO ALL BOATS AT THE MARINA
  - c. ANNEX III TERMS AND CONDITIONS FOR BOAT REPAIRS IN SOUTH DOCK MARINA
  - d. ANNEX IV GENERAL GUIDANCE AND BASIC SAFETY ADVICE INTRODUCTION

BOAT Name / Sub-Contractor \_\_\_\_\_

BOAT OWNERS name (1) \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

BOAT OWNERS name (2) \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

BOAT OWNERS name (3) \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Harbour Master / MARINA MANAGER \_\_\_\_\_

Date \_\_\_\_\_

For and on Behalf of the COUNCIL