

GENERAL TERMS OF BUSINESS

Please read the General Terms of Business, and Appendices 1-3 carefully. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract and other important information.

Your attention is particularly drawn to the paragraph below relating to our responsibility for loss or damage suffered by you.

Our agreement

These General Terms of Business apply to all agreements we have with you and to all services we may provide. Appendices 1 – 3 apply to any specific services we may provide to you (as applicable) and the applicable rates are as published in the Marina Tariff section.

For the avoidance of doubt, the General Terms of Business override any conflicting provisions contained in Appendices 1 – 3 and/or in the Marina Tariff section.

Any references in the General Terms of Business and Appendices 1 – 3 to “you” or the “Owner” will mean the person or corporate entity which is entering into the agreement with the Board and any references to “We” or “Us” or the “Board” shall mean the Dover Harbour Board

Dover Marina is owned and operated by the Board and is provided for quiet enjoyment by yachtsmen.

Refusal of entry

The Harbour Master or Marina Manager (or any person duly authorised by the Harbour Master or Marina Manager to act on their behalf) can at any time at their sole discretion, choose to refuse entry into the Marina to any vessels and/or individuals.

Our responsibility for loss or damage suffered by you under the General Terms of Business and/or Appendices 1-3:

- **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with the terms of our agreement due to our negligence, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us prior to using our services. For the avoidance of doubt, we are only responsible for any damage suffered by you where we have been negligent in providing our services.
- **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

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(Continued)

When we are liable for damage to your property.

If we are providing services to your property or vessel, we will make good any damage to your property caused by our negligence. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property or vessel that we discover while providing the services. Please also note in the absence of any negligence or other breach of duty by us, we are not responsible for any theft, damage, destruction or loss of your property or belongings while using our facilities or services. Any damage to any vessel or property must be promptly notified to the Board so that a timely contemporaneous investigation can be undertaken.

Prices

All transactions are at the prices prevailing on the day of transaction. Prices are charged as per published tariffs, but are subject to revision following a period of 14 days' notice.

Identity Check

Customers should provide to the Board a recent utility bill and a copy of their passport or driving licence on taking a berth at Dover Marina.

Methods of payment

Payment may be made by any one of the following: cash, debit or credit card, or through the Banks Automated Clearing System (BACS). The Board's bank account is at Lloyds Bank plc. The sort code is 30-93-34 and the account number is 00193204. Please note that when making payments by BACS, customers must quote their account number as allocated by the Board.

Non-compliance

In the event of payment not being received in accordance with these terms, the Board reserves the right to withdraw future services.

Interest

The terms of the Late Payment of Commercial Debts (Interest) Act 1998 will apply to any corporate entity or anyone using our services for commercial activities. In the case of individuals, interest shall be charged at 3% per year above the Bank of England base rate from time to time in force.

Administration Fee

Please refer to the Marina Tariff Section for the applicable administration charge .

Queries

Any queries in relation to invoices should be notified in writing within 14 days of receipt of the invoice.

Privacy Policy

The Board takes your privacy seriously and will protect the privacy of any personal information you give us and will comply with all relevant data protection legislation.

For the purposes of relevant data protection legislation, the Board is the data controller of personal information it holds and processes about you. It is registered on the public register of data controllers maintained by the Information Commissioner in the UK. 'Personal information' is data that relates to you and that identifies or can be used to identify you – this could be your name, email address, or other digital identifiers relating to you, such as IP address. Our Privacy Policy provides further information on how we collect and use personal data and can be found on our website:

www.doverport.co.uk/about/privacy-policy

Please note:

In the interest of national security, the personal details of berth holders (including visitors) may be made available to the police or other national security and law enforcement agencies for the purposes of background security checks.

Ending our agreement with you

The Board reserves the right at its discretion and without giving reason to immediately terminate any service it is providing to you by giving notice in writing at any time, and in particular, following a breach of any condition within the General Terms of Business and/or Appendices 1 – 3.

Other important terms:

The Board can vary these terms.

These terms can be varied by the Board at any time and you will be provided with a copy of the updated Marina Guide and terms and conditions, which can also be found on our website.

You cannot transfer your rights under this agreement to someone else.

Nobody else has any rights under our agreement. This agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the agreement or make any changes to these terms.

If a court finds part of this agreement illegal, the rest will continue in force.

Each of the paragraphs of the terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking our agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide our services, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

APPENDIX 1

Marina Terms and Conditions

1. DEFINITIONS

“Berthing Licence” shall mean the licence granted to the Owner by the Board (whether express or implied, in writing or otherwise) to use the Marina under these terms and conditions.

“Harbour Master” shall include Port Control and all persons acting under the authority of the Board and/or fulfilling the role of Harbour Master.

“Marina” shall include any area of the Board’s estate (including any area on or beneath the surface of the water) and any other facility provided by the Board for use for or in connection with the berthing of a vessel.

“Owner” or any reference to berth holder shall include a lawful owner, charterer, master or agency or any other person for the time being lawfully in charge (other than the Board) of the vessel berthed at the Marina or the vehicle or property brought on the Marina.

2. ACCEPTANCE

These terms and conditions are applicable to all users of the Marina including the Owners and visitors to the Marina and you must at all times abide by these terms and conditions. Under no circumstances does any form of landlord and tenant relationship arise under these Terms and Conditions and the Owner shall have no rights of residency or entitlement to the exclusive use of any particular berth.

3. STATUTORY POWERS, BYE-LAWS, SAFETY, MANAGEMENT AND ELECTRICITY

3.1. Statutory Powers

- (a) The Harbour Master is empowered to give directions regarding the mooring, removal from or sailing of vessels within the limits of the harbour, including the Marina. Details of these powers may be obtained from the Board’s Company Secretary.
- (b) The Board reserves the right to take any actions it deems appropriate for failure to comply with any directions, general directions, instructions, requirements issued by the Harbour Master and this may include immediate termination of the Berthing Licence.

3.2. Bye-laws

- (a) The Owner’s attention is drawn to the authority of the Harbour Master under the Board’s Bye-laws (these set rules which govern matters such as how you use the Marina). All instructions of the Harbour Master must be obeyed.
- (b) Any use of vessels or of vehicles within the area of the harbour and its approaches including the Marina is subject to the Board’s Bye-laws and other requirements administered by the Harbour Master. Copies of the Bye-laws may be obtained from the Board’s Company Secretary.

3.3. Safety

- (a) The Owner shall navigate and control his vessel at all times in a safe and seaman-like manner and in accordance with the law of the sea, where applicable, and the general directions issued by the Board from time to time so as not to cause danger or inconvenience to any other person or vessel. At all times the Owner shall ensure that the vessel proceeds at a speed which is safe in relation to prevailing conditions and the Owner shall observe the speed limit of 8 knots within the harbour or 4 knots within the Marina. If a vessel is underway within the Marina its engine(s) must be used.
- (b) Dangerous, flammable, poisonous or noxious substances, spirit, oil or fluid must not be brought into the Marina except in properly secured containers, staunch against leakage and in compliance with relevant legal requirements. Acetylene (un 1001) and dimethyl Sulphate (un 1595) must not under any circumstances be brought into the Marina. The Owner shall comply with the Dover Harbour Revision Orders 1978 and 2006, as well as with the provisions relating to Dangerous Goods in Harbour Areas Regulations 2016 at all times.
- (c) Whilst at the Marina life jackets must be worn at all times and children must be supervised by a responsible adult.
- (d) Sail-boarding, swimming, fishing, diving or similar activities, use of drones are prohibited in the Marina.
- (e) The Owner shall take all necessary precautions against the outbreak of fire in or upon the vessel and shall observe all statutory and local regulations relating to fire prevention. Each vessel shall carry at least one fire extinguisher of a BSI standard type and size, in good working order ready for immediate use in case of a fire.

3.4. Management

- (a) The dock gates and swing bridge are operated by the Marina staff and will be opened for the maximum practicable period on each tide. Details of opening times may be obtained from the Marina Office. The Board is not responsible for any loss, damage or costs of whatsoever nature incurred by the Owner as a result of the dock gates or the swing bridge being inoperative, except to the extent that such inoperation is caused by the negligence of the Board.
- (b) The Owner will be assumed to have checked the information on “Tidal and Non Tidal Berths” published in the Marina Guide.
- (c) The water levels within the Marina may be adjusted from time to time, depending on the Board’s operational requirements. The Board is not responsible for any loss, damage or costs of whatsoever nature incurred by the Owner as a result of water level adjustment unless such damage, loss or cost has been caused by the negligence of the Board when adjusting the water level.

- (d) The Board gives no guarantee or assurance as to the suitability of any berth, structure or gear and accepts no responsibility for any damage or loss which may arise as a result of use of such berth, structure or gear.
- (e) The Board reserves the right to allocate berths at its discretion and to refuse any Owner's request for a specific berth.
- (f) The Board accepts no responsibility for any disturbance, noise, dust or any other inconvenience caused by other commercial operations or other activity which may be carried out at the Marina or on any adjoining land.
- (g) The Owner cannot transfer any of its rights or obligations under the Berthing Licence and shall not permit any third party to use it, or use his allocated berth for any other vessel unless the Owner has the Board's prior consent.
- (h) The Board reserves the right to use or let out a berth whenever a vessel is absent and without refunding any berthing fee.
- (i) Subject to the Harbour Master's discretion and Appendix 3, no part of the Marina or any vessel shall be used by the Owner or any persons visiting a vessel for commercial purposes (including hiring, embarkation of charter parties, etc.) whilst situated in the Marina. Commercial fishing is strictly prohibited.
- (j) All berth holders are required to give one month's prior written notice to the Board before vacating their berth. Failure to do so may render the Owner liable to pay an additional cancellation charge – please refer to the cancellation and refund clauses (Clauses 23 to 25) below.
- (k) Within 7 days of any sale, transfer or mortgage of any vessel which is subject to a Berthing Licence the Owner shall notify the Board in writing of the name and address of the purchaser, transferee or mortgagee, as the case may be. In the case of a sale or transfer the Owner shall notify the purchaser or transferee that according to Clause 3.4(g) the Berthing Licence is not transferable and shall ensure that it is a term and condition of sale/transfer that the purchaser or transferee makes an application to the Marina Office for a berth should the new owner wish to remain at the Marina. If the Owner fails to ensure that the purchaser or transferee makes such an application and the vessel continues to berth in the Marina, then until such application is made the Owner will continue to be liable under these terms and conditions in all respects. The Board in its sole discretion will decide if a Berthing Licence can be granted to the purchaser or transferee.
- (l) Any notice sent under these terms and conditions will be valid if sent to the Owner's last known address. Where the address is not known, any notice will be deemed delivered when posted on the vessel.

3.5. Living Aboard Boats is Prohibited

- (a) No one is permitted to reside aboard a boat in the Marina for residential purposes and nor should a boat be hired out or rented to third parties for residential purposes. For the purposes of this Clause 3.5, you will be deemed to use the marina for "residential purposes" where you stay on board your vessel for more than (i) 30 consecutive days or (ii) 180 days in aggregate in any one year.
- (b) Where appropriate, the Board reserves the right to recover any charges levied in respect of Council Tax or any other charges from you where these charges have been applied to the Board by the Local Authority and/or Council in respect of your implied occupation of the Marina as a place of residency, even where we have not permitted you to reside at the Marina.
- (c) You must provide evidence of your home address to the Board immediately on being granted a Berthing Licence, including a copy of a recent utility bill in your name and a copy of your driving licence/passport. You must not use the Marina as your mailing or correspondence address.
- (d) The Board may at its sole discretion terminate your Berthing Licence immediately if you do not comply with this clause 3.5, or if the Board reasonably suspects you have failed to comply with this Clause 3.5.

3.6. Electricity

- (a) Electricity is provided via a metered supply and electricity is charged per KWh- £ (subject to market price). Any berth holder not wishing to draw electricity from the Marina network must notify the Marina Office in writing when applying for, or renewing a Berthing Licence.
- (b) One 'i-button' will be issued to each berth holder wishing to draw electricity from the Marina network. A charge will be payable for any additional or replacement 'i-buttons' on request. Please refer to the Marina Tariff section.
- (c) The berth holder is responsible for the security of his/her 'i-button' at all times and, in the event of an 'i-button' being lost or stolen, the berth holder should report the matter to the Marina Office.
- (d) All 'i-buttons' must be surrendered to the Marina Office upon termination of the Berthing Licence. Failure to do so will result in the berth holder being charged an administration fee as well as the cost of the replacement unit.
- (e) Every berth holder must ensure that their 'i-button' account has sufficient credit available to enable electricity to be drawn. Where insufficient credit is on a berth holder's account, the electricity supply will stop.
- (f) Unused credit exceeding £10.00 will be refunded to the berth holder upon termination of the Berthing Licence upon request.
- (g) Subject to availability, all except visitor berth holders are entitled to plug into more than one socket

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provided that by doing so they do not unreasonably impinge on any other berth holders' ability to access a socket. In any event, consumption must not exceed 16 amperes.

- (h) The Board does not guarantee continuity of supply and shall not be responsible for any loss or damage caused:
- (i) by any interruption in supply however such interruption arises;
 - (ii) as a result of an "i-button" being lost or stolen or used by a third party without the berth holder's consent.

4. LOYALTY SCHEME

- 4.1. All berth holders holding an annual Berthing Licence are entitled to a loyalty discount on their berthing fees once they have completed two years' continuous custom.
- 4.2. Continuous custom will be calculated from the date the annual Berthing Licence was first allocated.
- 4.3. The discount rates are set out in the Tariff Section of the Dover Marina Guide.
- 4.4. The discount will be applied directly to the berth holder's account. For the avoidance of all doubt the Scheme is applicable to the Owner/berth holder rather than the vessel. If the Owner replaces the vessel and berths on the same terms, the Scheme will apply. If the vessel is sold to a new owner, the Scheme may not apply to the new owner.
- 4.5. The Board reserves the right to withhold the discount and/or disapply the Scheme where a berth holder's account is in arrears in respect to any services provided at the Marina.

5. TOWAGE ASSISTANCE

- 5.1. The United Kingdom Standard Conditions for Towage and Other Services (Revised 1986) will apply when assisting vessels by towing them into the harbour from within port limits or from the outer harbour to the Marina area and vice versa.

6. PAYMENT General

- 6.1. The Owner shall pay any invoice submitted in respect of a berth or other service provided by the Board and all relevant dues and charges levied by the specified due date.
- 6.2. Where payment is made by debit/credit cards or via BACS (Banks Automated Clearing System), payment shall not be deemed to be made until such payment is cleared into the Board's account.
- 6.3. The Board reserves the right to charge an administration fee as published in the General Terms of Business (to cover its costs of chasing debt owed) and charge interest on all overdue accounts (please see the General Terms of Business to see which interest applies to you). Customers who change their berthing arrangements may also be subject to an administration fee.
- 6.4. Refunds are applicable only to annual Berthing Licence subject to Clause 23 below. For the avoidance of all

doubt, no refund is available in respect of a monthly, weekly or visitor berth.

- 6.5. In addition to its power of sale under Clause 7.5, the Board may initiate legal proceedings in respect of any accounts remaining unpaid after the due date of the invoice and the costs of any proceedings or bailiff charges will be added to the outstanding debt and recovered accordingly.

Annual Berthing Licence

- 6.6. Berthing charges in respect of an annual Berthing Licence must be paid in full and advance of occupancy.
- 6.7. The Owner shall be required to pay a deposit of £125.00 in advance when purchasing an annual Berthing Licence. The deposit shall only be refunded when the Owner's Berthing Licence is terminated, subject to the Board having received full payment of all outstanding berthing and ancillary fees.
- 6.8. Where berthing charges in respect of an annual Berthing Licence are not be paid by the due date, the Board reserves the right to withdraw the annual rate and levy charges based on a different rate (monthly, weekly or visitor rates), as it shall decide at its discretion.

7. RIGHT OVER YOUR PROPERTY General

- 7.1. The Board has the right to keep possession to your vessel or property (known as a lien) whilst within the Marina until any monies due to be paid by the Owner to the Board have been paid.
- 7.2. For the avoidance of doubt, the Board reserves the right, without giving prior notice, to lift and store ashore, move or relocate the vessel or property should it be reasonable to do so in order to protect the Board's rights under this provision. The Owner will be charged for all reasonable costs arising out of such lift, move, relocation and/or removal, including but not limited to storage. In the exercise of this power the Board shall incur no liability for loss or damage to the vessel or property whatsoever.

Power of Removal

- 7.3. On the termination of the Berthing Licence as described in Clause 8, unless agreed otherwise with the Board, the Owner must remove the vessel within the time frame set out in the termination notice.
- 7.4. If the Owner fails to remove the vessel as required under Clause 7.3, the Board has the right to charge the Owner at visitor berth rates between termination and the removal of the vessel and/or to relocate the vessel or remove the vessel from the berth and where relevant store it ashore and to charge the Owner for all reasonable costs arising out of such relocation or removal, including but not limited to storage. In the exercise of this power the Board shall incur no liability for loss or damage to the vessel or its contents howsoever the same shall arise.

Power of Sale

- 7.5. Where monies are owed in respect of any vessel or vehicle, or in respect of property in use or stored at

the Marina, the provisions of the Torts (interference with Goods) Act 1977, which confers power of sale upon bailees in the circumstances set out in that Act, shall apply and the Board reserves the right to sell any vessel, vehicle or property in order to recover the sums due. Such sale shall not take place until statutory notice has been given to the Owner or the Board has taken reasonable steps to trace the Owner, in accordance with the Act.

Abandoned Items

- 7.6. Where a vessel, vehicle or property have been left or abandoned on or about the Marina, the provisions of the Dover Harbour Revision Order 2006 shall apply, so that where the Owner fails to collect the item(s) within the one month written notice period, title shall pass to the Board who shall be entitled to use, dispose of or sell any such vessel, vehicle or property as it deems appropriate.
- 8. TERMINATION OF BERTHING LICENCE**
- 8.1. The Board reserves the right at its discretion and without giving reason to immediately terminate the Berthing Licence by giving notice in writing at any time, and in particular, following a breach of any of these terms and conditions.
- 8.2. Subject to the Owner's account being paid up to date, the Owner may terminate the Berthing Licence at any time by giving the Board a minimum of one month's prior written notice (applicable to annual berths only). A Cancellation Request Form (available from the Marina Office) must be completed and submitted to the Marina Office. The Owner must ensure that the vessel is removed from the Marina on or before the effective date of termination. Please refer to Clauses 23 and 24 below for further information regarding the recalculation of the berthing fee and the Board's refund policy.
- 8.3. The termination of the Berthing Licence shall not affect the Board's right to recover from the Owner any monies due to the Board. For the avoidance of all doubt, the vessel will not be allowed to leave the Marina unless and until all amount due by the Owner to the Board has been paid in full.
- 8.4. Subject always to Clause 19, any obligation of the Board towards any vessel, vehicle or any property left at the Marina ends upon the expiry or lawful termination of the Berthing Licence and the Board accepts no responsibility for loss or damage to any vessel, vehicle or property left at the Marina after expiry or termination of the Berthing Licence, save as may be implied by law.
- 9. FORCE MAJEURE**
- 9.1. The Board may terminate the Berthing Licence, without any liability, by giving notice in writing at any time following any force majeure which renders it unlikely that the Board will be able to continue to provide a berth, mooring or shore storage in accordance with any previously made agreements.

- 9.2. Force majeure in this context means any event or circumstance, whether arising from natural causes, human agency or otherwise beyond the control of the Board.
- 9.3. Please refer to clause 23.3 on refund following termination on the ground of force majeure.

10. PREVENTION OF NUISANCE

- 10.1. The Owner undertakes for himself and all other persons visiting his vessel to behave in a considerate manner and shall avoid causing any nuisance, annoyance or inconvenience to other marina users. In particular, any abusive, offensive or drunken behaviour towards the Marina staff or other Marina users will not be tolerated and may result in the immediate termination of the Berthing Licence.
- 10.2. The use of noisy, noxious or objectionable engines, radio or other apparatus or machinery is prohibited. If any dispute arises, the opinion of the Marina staff is final.
- 10.3. Waste must be disposed of only in the receptacles provided and in accordance with any displayed instructions. It must not be disposed of into the Marina or harbour waters. Appropriate disposal of waste is the responsibility of the Owner.
- 10.4. Except where receptacles are provided for the specific purpose, no oil, petrol, tar, paint or other noxious or deleterious substance, nor any other pollutants, chemicals or waste shall be discharged on or into the Marina (including the Dover harbour limits) and all such items shall be removed from the Marina by the Owner.
- 10.5. Holding tanks may be pumped out at the Fuel Berth on Crosswall Quay.
- 10.6. Any animals brought into the Marina by the Owner or other persons visiting the Owner's vessel shall be kept under proper control at all times. Animals must be kept on a lead, and must not foul any area within the Marina. The Owner shall be responsible for ensuring that any fouling of the Marina is immediately cleared up and that it is not disposed of on or into the harbour/marina waters.

ATTENTION IS DRAWN TO HM GOVERNMENT LEGISLATION CONCERNING RABIES

- 10.7. Maintenance work must not be carried out to the annoyance of others nor in such a way as to cause damage or defacement to the Board's property or to the property of other Marina users. If any dispute arises, the decision of the Marina staff is final. The Board accepts no responsibility for damage or defacement to the property of other Marina users arising as a result of any maintenance work.
- 10.8. The obstruction by any means of any access ways is prohibited.
- 10.9. The undertaking of any building/maintenance work to any vessel is subject to prior approval by Marina staff in accordance with Clause 21.

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11. THE VESSEL

- 11.1. The vessel name must be clearly displayed on board and on any related dinghies, cradles, trailers etc. The vessel must be kept in a mobile, seaworthy and reasonable condition.

12. TIDINESS

- 12.1. Dinghies, tenders etc. not in use should be stowed aboard the vessel.
- 12.2. Items of gear, cradles, trailers, fittings, equipment, supplies stores etc. may not be left ashore unless shore storage has been arranged with the Marina staff.

13. THE BOARD'S RIGHT TO MOVE ANY VESSEL

- 13.1. The Harbour Master has the power at any time to relocate, move and/or re-berth any vessel within the Marina although reasonable notice will be given to the Owner where practicable. The Board's staff may, without prior notice, relocate, moor, re-berth, move, board, enter any vessel to carry out any emergency work on the vessel if in the opinion of the Marina staff such action is necessary for reasons of safety. The Owner shall reimburse to the Board any reasonable expenses it has incurred in doing so.

14. ON LEAVING THE MARINA

- 14.1. On leaving the Marina for an anticipated period in excess of 24 hours the Owner must provide the Marina Office with his/her destination and intended date of return so that a berth is made available on the Owner's return. Should there not be a suitable berth available upon the Owner's return due to the Owner's failure to comply with this provision, without prejudice to the Owner's obligation to pay the berthing fee, the Board accepts no liability for its inability to provide a suitable berth.

15. KEYS – AVAILABILITY

- 15.1. For safety reasons and in case of an emergency cabin entrance and/or hatch key and an engine key should be left in the care of the Marina staff. Keys will be released only to persons having the signed authority of the Owner and against signature at the Marina Office. The Board will accept no responsibility for any loss of keys.

16. REPORTING DAMAGE

- 16.1. The Owner or any person responsible for any vessel, any vehicle or person must report immediately to the Marina staff any damage which may be caused to or by the vessel, vehicle or property whilst at the Marina.

17. MOORING

- 17.1. The vessel shall be moored by the Owner in such a location and in such a manner as shall be directed by the Harbour Master and so as not to cause any obstruction.

- 17.2. The vessel may only be moored to equipment provided for that purpose. All necessary warps and fenders shall be provided by, and are the responsibility of the Owner who shall check their security regularly and replace them where necessary.

- 17.3. The Owner is responsible for ensuring that the vessel is properly and safely secured to its mooring at all times.

18. VEHICLE PARKING

- 18.1. Berth holders with an annual Berthing Licence shall receive one free parking permit for the duration of the licence.
- 18.2. For all other berth holders, car parking is available subject to payment of the appropriate charge.
- 18.3. Parking space is not guaranteed to be close to a berth and is at the discretion of the Board.
- 18.4. The allocated parking spaces are owned by the Board.
- 18.5. Parking permits are available from the Marina Office and remains the property of the Board at all times. Permits no longer required should be returned to the Marina Office.
- 18.6. The permit allows one vehicle connected with the named vessel to be parked in one of the allocated parking spaces. In the event of change of vessel, the permit should be returned to the Marina Office in order for an updated permit to be issued.
- 18.7. The permit does not confer any right or entitlement to a particular space or priority over other users.
- 18.8. The permit is valid until the expiry date stated on it. Permits are liable to be revoked for non-payment of berthing fees as directed by the Board. A charge will be made for replacement of lost permits.
- 18.9. Parking permits must be clearly and visibly displayed in the windscreen of the vehicle to which it relates when parking.
- 18.10. Permits for the parking of additional vehicles may be purchased separately. Details are available from the Marina Office upon request.
- 18.11. Vehicles may only be parked in spaces specifically marked for the purpose of parking cars. Under no circumstances may any vehicle or trailer be parked so as to cause any obstruction. Only vehicles such as cars, 4x4 and SUVs can be parked. Larger commercial vehicles are prohibited.
- 18.12. Car parking is provided for the convenience of berth holders. All vehicles are parked at the owner's risk.
- 18.13. Drivers of vehicles displaying a valid blue "disabled" badge must also display a valid Marina parking permit or pay the appropriate fee.
- 18.14. The car park is managed and operated by Dover District Council. A Penalty Charge will be imposed in respect of any unauthorised vehicle or vehicle parked in breach of the above conditions.
- 18.15. Further terms and conditions as displayed in the Marina car park apply.

19. LIABILITY AND INSURANCE

- 19.1. All persons using any part of the Board's premises or facilities do so at their own risk. All persons using any part of the Board's premises or facilities must exercise proper care and attention for their own safety and the safety of others.
- 19.2. Vessels and equipment are permitted access to the Board's premises, repaired, worked on, moved, stored or otherwise managed and kept solely at the risk of the Owner.
- 19.3. The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being and his agent, visitors, guests or sub-contractors in a sum of not less than £3,000,000 in respect of each accident or damage and in respect of each vessel adequate salvage insurance. Such insurance shall be effected and maintained with an insurance office of repute and the Owner shall produce the policy or policies relating thereto to the Marina staff on demand.

20. YOU MUST REIMBURSE THE BOARD

- 20.1. The Owner must reimburse the Board, its employees and agents for all loss, damage, costs, claims or proceedings incurred by the Board, its employees or agents which may be caused by the Owner's vessel or vehicle or by the Owner, his agents, crew, guests, sub-contractors or any animals brought onto his vessel/the Marina except to the extent where such loss or damage, costs, claims or proceedings was caused by the negligence of the Board.

21. WORK ON VESSELS

- 21.1. Hot works must not be undertaken (whether by an Owner or his appointed contractor) without the Marina Manager's approval.
- 21.2. Any contractors entering the Marina to perform repairs, maintenance or any works whatsoever on a vessel at the request of the Owner must comply with the following prior to commencing any works on the vessel:-
 - a) Contractors must sign in at the Marina Office when they arrive at the Marina to carry out any work and pay the appropriate licence fee. Upon payment of the fee they shall be issued with a contractor's licence for the appropriate period.
 - b) Contractors must supply proof of identity on arrival at the Marina Office.
 - c) Contractors must arrange minimum third party liability insurance cover of £5,000,000 and proof of such cover must be sent to the Marina Office in advance.
 - d) The Owner's permission both for the drawing of keys and for the carrying out of works on the vessel must have been notified in advance, in writing, to the Marina Office. In the case of emergency, the Owner's verbal permission may be accepted.
 - e) Contractors must comply with such conditions, By-laws and regulations as are relevant to the Marina together with any instructions/directions given by the Board's staff.

- f) Contractors shall show consideration to other Marina users and leave the area around the vessel safe, clear and tidy on completion of the work. Contractors must arrange for proper disposal of all waste. For the avoidance of doubt, any waste associated with the work must not be left in the Board's skip or anywhere on its estate.
 - g) If any of the above conditions are not met, contractors shall be asked to leave the Marina. Where an area is not left clean and tidy on completion of the work the Board reserves the right to clear the area and claim the associated costs from the Owner.
 - h) The Board reserves the right, at its discretion, to refuse to allow contractors who it deems unsuitable for whatever reason to enter the Marina to perform any works on a vessel and such refusal shall be notified to the Owner immediately by the Board.
- 21.3. The Board reserves the right to request copies of relevant method statements and risk assessments in connection with any major works to be carried out which impinge on the Board's land or operation, in which case works may only start after the Board has fully considered these documents and given its written consent.
 - 21.4. The Owner must notify the Marina in advance when he intends to undertake major repair or maintenance works (i.e. not routine repair or maintenance) on the vessel and ensure that the contractor is fully aware of the requirements of this Clause 21.
 - 21.5. Any works undertaken on a vessel is at the Owner's risk and the Board accepts no liability for any loss or damage that may occur as a result of such works.
 - 21.6. The Owner also acknowledges and accepts that should the works involve the use of additional space at the Marina, the Board reserves the right to levy an additional charge for the use of such space for the duration of the works.

22. OBLIGATIONS ON CHANGE

- 22.1. The Owner must notify the Board in writing of the details of any change of name of the vessel or change of address, telephone number or other contact details of the Owner.

23. REFUND POLICY

- 23.1. Refunds are only available in relation to annual Berthing Licence. Any outstanding charges relating to the vessel (whether berthing charges, shore service charges or any other charges) must be paid in full before the Berthing Licence can be cancelled and a refund given.
- 23.2. Where termination is as a result of the Owner's breach of these terms and conditions, the Owner shall not be entitled to a refund of any monies paid to the Board. The Board reserves all rights of action in respect of any outstanding sums owed by the Owner.
- 23.3. In the event of termination for force majeure, the Board shall refund to the Owner the unexpired portion of the berthing fee, recalculated as set out in Clause 24 below.

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- 23.4. In the event of termination by the Owner upon notice, the Board shall use all reasonable endeavours to find a replacement berth holder and, if successful in doing so, the Board shall refund to the Owner the unexpired portion of the berthing fee, recalculated as set out in Clause 24 below. In the event that the Board is unsuccessful in finding a replacement berth holder then, without prejudice to any other rights or remedies available to the Board, the Board shall be entitled to retain all monies paid.
- 23.5. Subject always to the conditions in Clause 23.4 above, should the Owner fail to provide sufficient notice of termination, a cancellation fee of 10% of the recalculated berthing fee shall also be charged.

24. RECALCULATION OF THE BERTHING FEE

- 24.1. Following notice of termination under Clauses 23.3 and 23.4 above, the Board shall recalculate the berthing charge using the rate or rates which would have been applicable to the actual period of use of the Marina by the Owner, instead of the annual rate. Refunds will be made in respect of complete months only. Administration fee as published will be charged.
- 24.2. If the recalculation results in a balance payable to the Board then the Owner shall be required to pay that balance before removing the vessel from the Marina.
- 24.3. If there is a balance in favour of the Owner the Board

shall pay the balance to the Owner within 14 days of the Owner's departure from the Marina.

25. CANCELLATION AND REFUND – GENERAL CONDITIONS

- 25.1. Should the Owner leave the vessel at the Marina beyond the agreed cancellation date, then berthing or storage will be charged at visitor's berth rates. In addition, the Board reserves its rights under Clause 7 above.
- 25.2. Refunds will not be given retrospectively. The refund will be calculated from the date on which the Marina Office receives the signed Cancellation Request Form, unless full notice of termination is provided in which case the refund shall be calculated from the agreed termination date.

26. VARIATION OF THESE TERMS AND CONDITIONS

- 26.1. The Board reserves the right to alter these terms and conditions annually and may in the course of the year by giving one month's prior written notice to the Owner vary these conditions should it become necessary to do so to comply with any Act of Parliament, order, regulation or byelaw, in the interests of health and safety, or in the interests of the users of the Marina as a whole or the good management or administration thereof.

APPENDIX 2

Shore Services Terms and Conditions

1. INTERPRETATION

Where relevant the Terms and Conditions in Appendix 1 will also apply. For the purposes of this Appendix 2, in addition to the definitions referred to in Appendix 1:

- 1.1. "Hirer" shall mean any natural person, body corporate or unincorporated association hiring the Service.
- 1.2. "Plant" shall mean all types of plant, tools, equipment, machinery and all accessories owned by the Board and required for the Service.
- 1.3. "Service" shall mean the shore service(s) to be provided by the Board, together with any associated services.
- 1.4. "Vessel" shall mean any boat and any part thereof in respect of which the Service is required.

2. AVAILABILITY AND PLANT

- 2.1. The Service is subject to payment of the applicable charges as published in the Dover Marina Guide. Non-payment of charges may result in the Board taking actions as set out in clause 7 of Appendix 1.
- 2.2. Applications to hire the Service shall be made to the Board's Boatyard Office.
- 2.3. Timescales given by the Board for the provision of

Services are estimates only. The Board will use all reasonable endeavours to provide the Service on the date requested (where specified). However the Board accepts no responsibility for delays (or any financial or other losses arising from such delays) which may arise in providing the Service due to any delay in the supply of Plant or through the breakdown of any Plant, due to adverse weather conditions or due to any cause whatsoever. In the event of any such delay the Service shall be provided as soon as is reasonably practicable.

2.4. The Board reserves the right at its discretion: a) to refuse to provide the Service on the ground of safety or for any other reasons; and/or b) to terminate provision of the Service without prior notice and without giving compensation in the event of any emergency occurring at the Port of Dover where the use of Plant or personnel involved in the Service is considered by the Board to be essential for the purposes of emergency relief work.

2.5. The Board will use only the Plant while providing the Service. For the avoidance of all doubt, no cradles and other equipment supplied by the Owner will be used by the Board.

3. FREE QUAY STORAGE

- 3.1. Annual berth holders may store their Vessels and masts ashore for a maximum of 8 weeks free of charge, after which charges apply as published. It is the berth holder's responsibility to arrange for the Vessel to be re-launched on expiry of the 8 week period to avoid further charges being levied.
- 3.2. The Board may let the berth whilst the Vessel is ashore.

4. RESPONSIBILITIES

- 4.1. The Hirer undertakes to advise the Board of all relevant information regarding the Vessel in respect of which the Service will be provided in order to ensure that the Board is able to render the Service as safely and efficiently as possible.
- 4.2. The Hirer shall ensure that all electrics are disconnected and bottle screws freed off. Final setting up and locking-off for a rig is the responsibility of the Hirer.
- 4.3. The Hirer acknowledges that high pressure hull wash-off does not include scraping off barnacles etc. The Board reserves the right to levy additional charges for badly fouled Vessels.
- 4.4. If the Board provides the Services to the property or Vessel, we will make good any damage to the Owner/Hirer's property caused by our negligence.
- 4.5. The Board will not be responsible to the Owner/Hirer whatsoever as a result of:
 - (a) The Owner/Hirer's failure to provide the Board with any instructions that are relevant to the supply of the Services; or
 - (b) The provision of materials and/or the Services by the Board in accordance with the Owner/Hirer's instructions as set out in the shore services application form.
- 4.6. The Owner/Hirer must reimburse the Board for all loss, damage, costs, claims or proceedings incurred by the Board due to the provision of the Services, unless this has been caused by the negligence of the Board.

4.7. Shore storage:

- a) The Board accepts no responsibility for the suitability of the area allocated for shore storage and the Owner accepts that use of such space for storing ashore a Vessel is at the Owner's risk.
- b) The Board considers that it is undesirable and may be dangerous to store a Vessel ashore with the mast stepped and the Owner acknowledges such warning, which warning he has communicated to his insurers and, in consideration of his being permitted by the Board to store his Vessel ashore without unstepping the mast, the Owner hereby agrees with the Board as follows:
 1. to remove headsails, dodgers, spray hoods and mainsails furled on top of the boom. The outhaul/halyard to be removed from in-mast/in-boom furling systems and the clew/head to be trapped by a lashing around the mast/boom;
 2. to reimburse the Board and its insurers against all liability, costs, claims and demands howsoever arising in respect of any claim by any third party against the

Board or its insurers resulting directly or indirectly from any incident, accident or otherwise occasioned directly or indirectly by the decision of the Owner not to unstep the mast of the Vessel or to remove or secure sails and rigging;

3. not to make any claim against the Board or its employees or agents in respect of any destruction or damage to the Vessel or its mast or gear or in respect of any other loss arising directly or indirectly from any accident incident otherwise occasioned by the failure of the Owner to unstep the mast of the Vessel or remove or secure sails and rigging;
- c) While the Vessel is stored ashore, the Owner also agrees with the Board:
 1. not to access the Vessel for anything other than the removal of personal effects or in connection with any maintenance works. Staying on board the Vessel while it is stored ashore is strictly prohibited;
 2. not to remove or adjust any Plant such as props or supports used in connection with the storing of the Vessel ashore. The Owner acknowledges that any removal or adjustment of such items shall be at the Owner's risk and the Owner undertakes to reimburse the Board against any resultant loss or damage;
 3. not to cover the Vessel with a tarpaulin or any similar items or do anything to the Vessel which may destabilise it while the Vessel is stored ashore;
 4. to reimburse the Board and its insurers against all liability, costs, claims and demands howsoever arising in respect of any claim by any third party against the Board or its insurers resulting directly or indirectly from the storage of the Vessel ashore and /or a breach of these terms and conditions by the Owner and/or any actions or omissions by the Owner whilst the Vessel is stored ashore;
 5. to keep in force at all times, whilst the Vessel shall be stored ashore at the Board's premises, a policy of insurance covering such injury, accident and loss with an insurance office of good repute and in such amount (being not less than £3,000,000 in respect of any one accident or incident) as the Board shall deem satisfactory and to produce to the Board upon demand a copy of the said policy and the last premium receipt thereof together with confirmation from the insurers that they are aware of the risks involved in the storage of the Vessel ashore with the mast stepped where appropriate.
- 4.8. The Owner acknowledges and accepts that while a Vessel is in a hoist, the Owner will not be permitted to undertake pressure washing.
- 4.9. Where the Owner has requested a lift out and subsequently requests a lift in, the terms of this Clause 4 shall apply equally to both services without the need for the Owner to submit a further written request.
- 4.10. The Hirer shall punctually pay all relevant dues and charges properly levied by the Board for the provision of the Service, which dues and charges are detailed elsewhere within the Dover Marina Guide. The Board reserves all rights in respect of any non-payment.

APPENDIX 3

Use of Dover Marina for Commercial Purposes Terms and Conditions

These terms and conditions are supplementary to Clause 3.4(i) of the Marina Terms and Conditions Appendix 1 and apply to any Owner of any vessel berthed at the Marina that is used in connection with commercial activities and for the purposes of these terms and conditions, the term "Owner" shall include the person(s) responsible for the commercial activities.

By continuing to berth the vessel and undertake the commercial activities based from the Marina and operating in or around the harbour, the Owner agrees to observe and comply with the following terms and conditions.

1. The Owner must declare to the Board in writing the nature of the commercial activities that it is undertaking from the Marina.
2. The Owner warrants that it has complied with all laws, regulations and policies relevant to the commercial activities it undertakes at the Marina and has the necessary current authorisations, licences and certification from the relevant authorities to undertake such activities.
3. The Owner must be competent by reason of qualification, skill and/or experience to carry out all commercial activities at the Marina safely at all times in line with established good practice.
4. The Owner must ensure that all staff are fully competent, trained and, if appropriate, licensed or certificated to undertake the activities they are being asked to carry out. Training must include induction training which, as a minimum, must highlight hazards within the Marina and place emphasis on the safety of visitors at all times while in the Marina.
5. The Owner owes a duty of care towards its staff, contractors and any visitors brought into the Marina in connection with the Owner's commercial activities. The Owner must ensure that all members of staff, contractors or visitors understand the Board's and the Owner's commitment to working to high standards of safety and that they are fully briefed on any hazards relevant to the particular commercial activity.
6. The Owner must comply with all safety legislation and must inform staff or visitors of any safety legislation that applies to them. In particular, the Owner must ensure that appropriate oversight and instructions are given to visitors to ensure their safety when embarking or disembarking the vessel. Visitors should be properly supervised and marshalled by the Owner or his staff while in the Marina.
7. The Owner must undertake and document a site specific risk assessment taking into account all persons at risk and conduct all its activities in the Marina in accordance with such risk assessments, health and safety guidelines and these terms and conditions. The Owner must supply a copy of the risk assessment to the Board upon request and from time to time when it is updated. The Owner must undertake a dynamic risk assessment on each occasion that it is running a commercial service from the Marina, which takes into account (amongst other things) the prevailing weather conditions and other operational constraints.
8. The Owner must issue suitable personal protective equipment (PPE) to the appropriate BS/en standard, but not less than class 2 in respect of hi-visibility clothing, and provide instruction on, and monitor the wearing of, PPE where PPE is required as a result of any risk assessment or signage in the relevant area.
9. The Owner must report any safety or environmental occurrence/incident/accident immediately to Marina Control or Port Control.
10. The Board reserves the following rights:
 - a) to review the Owner's safety systems, risk assessments and operating procedures following any reported accident/incident/near miss arising as a result of the Owner's commercial activities;
 - b) to assess the Owner's vessel involved in the commercial activity undertaken, at any time and for any reason. Advance notice of the assessment will be given where reasonably practicable to do so;
 - c) to undertake random checks of the Owner's commercial activities in the Marina to ensure that the safety of staff, crew, contractors and visitors is not being compromised.
11. Any assessment carried out is not, in any way, intended to certify the Owner's vessel as fit for purpose nor does it sanction the activities or method of work that will be carried out by the vessel or its crew. This assessment is purely as a means of documenting, for the Board's use only, the general condition of the vessel at the time of the assessment and making any recommendations to the Board for any changes that may be required by the vessel to enhance the safe operation of the Marina/Port of Dover.
12. Without prejudice to Clause 23 in Appendix 1 of the Marina Terms and Conditions, the Owner shall also be liable to indemnify the Board and its agents against all loss, damage, costs, claims or proceedings incurred by the Board or its agents as a result of the Owner's commercial activities at the Marina and in relation to any third party claims bought against the Board or its agents by the Owner's staff, customers and/or visitors.
13. The Owners shall provide evidence of insurance to the Board.
14. For the avoidance of all doubt, the Board accepts no liability of whatsoever nature in connection with the Owner's commercial activities at the Marina, except where death or personal injury arises from the Board's negligence.
15. Further to the limitation of liability under the General Terms of Business, the Board shall under no circumstance whatsoever be liable to the Owner, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - (i) loss of profit or business;
 - (ii) loss of agreements or contracts;
 - (iii) loss of anticipated savings;
 - (iv) loss of or damage to goodwill; or
 - (v) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising under or in connection under these terms.