



# ONLFox Narrowboats Ltd

10 Marina Drive, March, Cambridgeshire. PE15 0AU

## LICENCE TO MOOR A BOAT AT FOX NARROWBOATS MARINA

Company Name	Fox Narrowboats Ltd	Owner Name	
Company Address	10 Marina Drive, March, PE15 0AU	Owner Home Address	
Company Tel. No.	01354 652770	Owner Tel. No.	
Company Email	reception@foxboats.co.uk	Owner Email	
Start Date	Click or tap to enter a date.	Vessel Name	
Payment Frequency	Choose an item.	Vessel Type	Choose an item.
End Date	Click or tap to enter a date.	Overall Length	
Renewal Period	Choose an item.	Overall Beam	
Facility	Choose an item.		

Please Initial to acknowledge the following important points relating to this Mooring Licence & the General Conditions listed below:

Initials	This Mooring Licence is granted solely for the purpose of mooring and/or storage of a leisure vessel at the Marina Premises. The Owner is not entitled to claim any residential rights or to make any claim that the Marina Premises are their place of residence. (see clause 6)
Initials	This Mooring Licence is granted to the Owner named above and cannot be transferred with any change of vessel ownership. (see clauses 2.7, 11.5 & 11.6)
Initials	This Mooring Licence will renew at the End Date unless the specified notice period is given. The Company will contact the Owner not less than 2 months prior to renewal; failure to respond with notice of termination will result in automatic renewal. Where the owner wishes to terminate the Licence prior to the End Date, Choose an item. months notice is required (see clauses 2, 11 & 12)
Initials	This is a Non-Residential Marina and the Owner may only spend a maximum of 10 months in any 12 aboard their vessel. The Owner must supply proof of permanent residential address upon request, and that information regarding occupancy may be supplied to government & local authorities on request. (see clause 6)
Initials	Annual or Six-Monthly Mooring Fees must be paid in full, on or before the start date. Where payment is not made in full and on time, The Company will recalculate the Mooring Fee on a Monthly basis.
Initials	This Mooring Licence does not confer rights to any particular location in the marina. The Company reserves the right to move vessels to any other location for operational necessity. (see clause 2.5)
Initials	I confirm that the postal address, email address and telephone number(s) listed above are correct. I understand that notices relating to this Mooring Licence may be served upon me via email and/or post. I will update The Company in the event of any change of details. (see clauses 11.4 & 14)
Initials	All vessels at the Marina Premises are required to be Insured (minimum of £3million public liability cover), have a valid Boat Safety Scheme (BSS) Certificate & a valid Waterways Licence. The Owner is required to supply copies of these to The Company. (see clause 5)
Initials	By signing this Mooring Licence, the Owner agrees to abide by the General Conditions, User's Code & Regulations as attached. (see clause 10)
Initials	Where an electric supply is provided it is for the primary purpose of charging the vessel's internal batteries and any direct use for appliances is at user's risk and no supply can be guaranteed. The maximum supply is 6 Amps. In accordance with HMRC rulings, electric supplied is billed on a monthly basis at the same unit rate as Fox Narrowboats Ltd is supplied at. This is deemed a non-residential supply to the boat and is subject to VAT at the standard rate.

For first Licences, or where details previously supplied have expired, please email a copy of your Insurance, BSS & Waterways Licence to [reception@foxboats.co.uk](mailto:reception@foxboats.co.uk) or bring documents in to reception to be photocopied.

# LICENCE TERMS & CONDITIONS

## 1 DEFINITIONS

Where the following words appear in these Conditions, the Licence and the Regulations they shall have these meanings:

**Berth** means the space on water or land within the Marina Premises allocated to the Vessel by the Company from time to time during the duration of Licence.

**Company** means the Company as identified in the Licence, including its associated companies and any of its servants or agents.

**Conditions** means these standard terms and conditions.

**Facility** means the type of berthing, mooring and/or shore storage facility to be provided by the Company to the Owner in relation to the Vessel as set out in the Licence.

**Force Majeure Event** means any of the following events or conditions: an act of God; any Government requisition, control, sanction, intervention, requirement or interference; any circumstances arising out of war, threatened act of war or warlike operation, act of terrorism, sabotage or piracy, or the consequence of such circumstances; riot, civil commotion, blockade or embargo; epidemic, pandemic or equivalent public health emergency; earthquake, landslide, flood, tropical storm or other extraordinary weather condition; strike, lockout or other industrial action; or any other similar event or condition beyond the reasonable control of the Company.

**Length Overall** means the overall length of the Vessel, including any fore and aft projections, temporary or permanent.

**Licence** means the contract between the Company and the Owner for the provision of the Facility, which incorporates these Conditions.

**Licence Fee** means the fee payable by the Owner to the Company in consideration for the Company providing the Facility, as specified in the Licence.

**Marina** means the marina, yacht harbour, mooring or any other facility for launching, recovering, mooring or berthing vessels, which is owned and/or operated by the Company.

**Marina Premises** means the Marina and all the associated land and buildings occupied by or under the control of the Company, including docks, locks, bridges, slipways, pontoons, jetties, quays, piers, walkways, mud-berths, sheds, lofts, workshops, hardstanding, roadways and carparks.

**Owner** means the person or organisation identified in the Licence.

**Regulations** mean those regulations (if any) made by the Company as the same may be amended from time to time in accordance with Condition 10, which the Company in its absolute discretion, considers necessary to enable the Company or those using the Marina Premises to comply with applicable legal requirements or for the safety or security or good management of the Marina Premises.

**Vessel** means the vessel identified in the Licence.

## 2 THE LICENCE

2.1 In consideration for the Owner paying the Licence Fee, the Company agrees to provide to the Owner the Facility in the Marina Premises in relation to the Vessel for the duration of the Licence.

2.2 The Licence will start on the Start Date and will end on the End Date specified in the Licence, unless terminated sooner under the provisions of Conditions 11 or 12.

2.3 Other than when the Licence is terminated under the provisions of Conditions 11 or 12, if:

2.3.1 at least two months prior to the End Date, the Company has given to the Owner written notice of the Licence Fee payable by the Owner for the Renewal Period; and

2.3.2 by the date falling one month prior to the End Date, neither the Company nor the Owner has given to the other notice in writing that they wish the Licence to end, then the Licence will be renewed automatically from the End Date for the Renewal Period. On such renewal the end of the Renewal Period will become the new End Date for the Licence.

2.4 The Licence will continue to be renewed automatically in accordance with Condition 2.3 on each subsequent End Date provided that the requirements set out in Conditions 2.3.1 and 2.3.2 are met in respect of each such renewal.

2.5 The physical layout of the Marina Premises and the operational requirements of the Company are such that the Company must retain absolute discretion as to the utilisation of space within the Marina Premises. Nothing in the Licence or these Conditions entitles the Owner to the exclusive use of any particular space within the Marina Premises. The benefit provided by the Company pursuant to the Licence is accordingly merely a licence to occupy whichever Berth may be from time to time allocated to the Vessel by the Company.

2.6 The Company is entitled to make use of the Berth whilst it is left vacant by the Owner.

2.7 The Licence is personal to the Owner and relates to the Vessel described in the Licence. The Owner may not transfer or assign the Licence to a third party. The Owner may not use the Berth for a vessel other than the Vessel, either temporarily or permanently, without the written consent of the Company.

## 3 CONDITION AND OPERATION OF VESSEL

3.1 The Owner must ensure that at all times the Vessel is maintained in a clean and tidy state and in a seaworthy or navigable condition (as appropriate).

3.2 The Owner must ensure that, while underway within the Marina, the Vessel is manoeuvred and navigated:

3.2.1 with reasonable skill and care;

3.2.2 in accordance with any applicable speed limits and any other applicable laws or regulations; and

3.2.3 in such a manner so as not to endanger or inconvenience any other vessels in the Marina.

3.3 The Owner must ensure that, while moored within the Marina, the Vessel is appropriately secured using such number of fenders and warps of sufficient size and strength and in such configuration as may be appropriate to the Vessel, the mooring and the anticipated weather conditions. Unless otherwise agreed by the Company, such fenders and warps shall be provided by the Owner.

## 4 VESSEL MOVEMENTS

4.1 The Company reserves the right to move the Vessel and any associated gear and equipment at any time for reasons of safety, security or good management of the Marina Premises.

4.2 Where a specific date or tide range for launch of the Vessel has been agreed between the Owner and the Company at the time of slipping or lifting out (or arrival by land), the Company's published scale of charges for vessel movements will apply. Where the Owner requests a different date or tide range the Company reserves the right to charge the Owner for the cost of moving other vessels to gain access to the launch point and for any attendant expenses, such as crane hire. The Company will provide the Owner with an estimate of such costs and charges prior to incurring them.

## **5** **LIABILITY AND INSURANCE**

- 5.1 The Company will not be liable for any loss or damage of whatsoever nature caused by a *Force Majeure* Event; this extends to loss or damage to the Vessel, its gear, equipment or other property whilst in the Marina Premises and to harm to persons entering the Marina Premises and/or using any of the Company's facilities or equipment therein.
- 5.2 The Company will have no liability to the Owner if the Company is prevented from or hindered in performing its obligations under the Licence and these Conditions as a consequence of a *Force Majeure* Event.
- 5.3 The Company will take reasonable and proportionate steps (having regard to the nature and scale of the Marina Premises and the Company's business) to maintain security at the Marina Premises and to maintain the facilities and equipment at the Marina Premises in reasonable working order. In the absence of any negligence or other breach of duty on the part of the Company, however, the Vessel, its gear, equipment and other property remain at the Owner's own risk and the Owner should ensure that their own personal and property insurance adequately covers such risk.
- 5.4 Where access for vessels to and from the Marina is via a lock gate, swing or lift bridge or other restriction, the Company will not be liable for any loss or damage of whatsoever nature suffered by the Owner as a result of the lock gate, swing or lift bridge or other restriction being inoperative, except to the extent that such inoperation may be caused by any negligence or other breach of duty on the part of the Company.
- 5.5 The Company will not be under any duty to salvage or preserve the Vessel or other property from the consequences of any defect in the Vessel or property concerned unless the Company has been expressly engaged to do so by the Owner on commercial terms. Similarly, the Company will not be under any duty to salvage or preserve the Vessel or other property from the consequences of an accident which has not been caused by negligence or other breach of duty on the part of the Company. Nevertheless, the Company reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so, the Company will be entitled to charge the Owner on a normal commercial charging basis and, where appropriate, to claim a salvage reward.
- 5.6 The Owner must, and must ensure that any other person on board or accessing the Vessel while in the Marina Premises (excluding the Company) does, comply with all applicable laws when in the Marina Premises.
- 5.7 The Owner must maintain adequate insurance in relation to the Vessel, including third party liability cover for not less than £3,000,000, cover against wreck removal and salvage and, where appropriate, Employers' Liability cover to at least the statutory minimum. The Owner must produce evidence to the Company of such insurance within 7 days of a request to do so.

## **6** **COMMERCIAL & RESIDENTIAL USE**

- 6.1 The Owner must not (and must not allow anyone else to) use the Vessel for any commercial or residential purpose while in the Marina Premises without obtaining the Company's prior written consent, which may be withheld in the Company's absolute discretion or granted on such terms as the Company sees fit.
- 6.2 For the avoidance of doubt:
- 6.2.1 use of the Vessel to provide overnight accommodation in exchange for payment or a reciprocal arrangement is deemed to be commercial use; and
- 6.2.2 the Vessel is deemed to be used for residential purposes if, amongst other things, the Owner (or anyone else):
- 6.2.2.1 uses the Vessel as their principal or main place of residence; or
- 6.2.2.2 stays on board the Vessel for in excess of an average of eight months over a twelve month period; or
- 6.2.2.3 uses the Company's offices at the Marina Premises as their mailing address.

## **7** **STORAGE**

- 7.1 The Owner must stow any dinghies, tenders or rafts aboard the Vessel unless the Company allocates a separate facility for them.

## **8** **PARKING**

- 8.1 Subject always to the availability of parking spaces, the Owner and their crew and guests may only park vehicles in the Marina Premises in accordance with the directions of the Company. The Owner must not (and must not allow anyone else to) use a vehicle parked in the Marina Premises for any commercial purpose or for overnight accommodation.

## **9** **ACCESS TO & WORK ON THE VESSEL**

- 9.1 The Owner must not (and must not allow anyone else to) undertake any work on the Vessel, its gear, equipment or other goods while on the Marina Premises without the Company's prior written consent, other than minor running repairs or minor maintenance of a routine nature carried out by the Owner, their regular crew or members of their family not causing any nuisance or annoyance to any other users of the Marina Premises or any other premises or any person residing in the vicinity, nor interfering with the Company's schedule of work, nor involving access to prohibited areas. The Company's consent will not be unreasonably withheld.
- 9.2 Where the Facility comprises or includes storage ashore, the Company may restrict the Owner's access to the Vessel and, where appropriate (having regard to the nature and scale of the Marina Premises and the Company's business), the Company may prohibit the Owner from accessing the Vessel while it is stored ashore.

## **10** **REGULATIONS**

- 10.1 The Owner must, and must ensure that any other person on board or accessing the Vessel while in the Marina Premises (excluding the Company) does, observe the Regulations published from time to time by the Company, including Company's Health, Safety and Environmental policies.
- 10.2 The Company will supply the Owner with a copy of the Regulations current at the time of granting the Licence. The Company reserves the right to introduce new Regulations where required on legal grounds or for the safety or security or good management of the Marina Premises, and to amend such Regulations as from time to time may be necessary. Such Regulations and any amendments to them will become effective on being displayed on the Company's public notice board or other prominent place at the Marina Premises, and a breach of any of the Regulations will amount to a breach of these Conditions.
- 10.3 The Owner must, and must ensure that any other person on board or accessing the Vessel while in the Marina Premises (excluding the Company) does, report to the Company all accidents involving injury to any person or damage to any public or private property that occur in the Marina Premises as soon as reasonably possible after they occur.
- 10.4 The Owner must, and must ensure that any other person on board or accessing the Vessel while in the Marina Premises (excluding the Company) does, not operate any noisy, noxious or objectionable engine, radio, or other apparatus or machinery within the Marina Premises so as to cause any nuisance or annoyance to any other users of the Marina Premises or to any person residing in the vicinity. Halyards and other rigging must be secured so as not to cause such nuisance or annoyance.
- 10.5 The Owner must, and must ensure that any other person on board or accessing the Vessel while in the Marina Premises (excluding the Company) does, not throw any refuse overboard or dispose of it anywhere in the Marina Premises, other than in the receptacles provided by the Company or by removal from the Marina Premises.

10.6 The Owner must provide and maintain at least one fire extinguisher, which is approved and manufactured to EN3 standards for portable fire extinguishers, and ensure it is fit for purpose for the Vessel and ready for immediate use in case of fire.

#### **11** **TERMINATION BY COMPANY**

11.1 The Company has the right (without prejudice to any other rights in respect of breaches of the terms of the Licence by the Owner) to terminate the Licence in the following manner in the event of any breach by the Owner of any term of the Licence or these Conditions:

11.1.1 Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company and/or of the Company's customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring them to remedy the breach within a reasonable time specified by the Company. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property the time specified for remedy may be immediate or extremely short.

11.1.2 If having been served with notice under Condition 11.1.1 the Owner fails to effect a remedy within the specified period of time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring them to remove the Vessel from the Marina Premises immediately.

11.2 If the Marina Premises are so damaged or the Company's operations are so prevented, impeded or interfered with as a consequence of a *Force Majeure* Event to render it likely that the Company will be unable to provide the Facility to the Owner for the remainder of the duration of the Licence then the Company may terminate the Licence by giving written notice to the Owner.

11.3 If the Company terminates the Licence in accordance with Condition 11.2 then the Company will refund to the Owner that part of the Licence Fee which relates to the period from the date on which the *Force Majeure* Event occurred until the End Date, *pro rata*.

11.4 Any notice of termination served by the Company under this Condition may be served personally on the Owner, sent by registered post or recorded delivery service to the Owner's last known address or sent to the email address (if any) set out in the Licence.

11.5 The Licence will terminate immediately and without notice on the death of the Owner. If the Owner's representatives do not either enter into a new licence with the Company or remove the Vessel from the Marina Premises then Condition 13 will apply as if references to the "Owner" were references to the "Owner's representatives".

11.6 The Licence will terminate immediately and without notice on the sale, transfer or other disposition of the Vessel by the Owner.

#### **12** **TERMINATION BY OWNER**

12.1 The Licence may be terminated on **Choose an item.** months' written notice being given by the Owner to the Company. In this event the Company will be entitled to recalculate the Licence Fee using the rate or rates that would have been applicable to the actual period of the Licence instead of the annual rate; the amount so calculated not to exceed the annual rate originally agreed. If this recalculation results in a balance payable to the Company then the Owner must pay that balance before removing the Vessel from the Marina Premises. If there is a balance in favour of the Owner the Company will pay it to the Owner upon the departure of the Vessel from the Marina Premises

12.2 If, as a consequence of a *Force Majeure* Event, the Company is unable to provide the Facility to the Owner for a continuous period of six weeks then the Owner may terminate the Licence by giving written notice to the Company. If the Owner terminates the Licence in accordance with this Condition then the Company will refund to the Owner that part of the Licence Fee which relates to the period from the date on which the *Force Majeure* Event occurred until the End Date, *pro rata*.

12.3 Any notice of termination served by the Owner under this Condition must be served at the Company's principal place of business or registered office or sent to the email address (if any) set out in the Licence.

#### **13** **COMPANY'S RIGHTS FOLLOWING TERMINATION**

13.1 If the Owner fails to remove the Vessel on termination of the Licence (whether under Condition 11 or 12 or otherwise), the Company will be entitled:

13.1.1 to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination of the Licence and the actual date of removal of the Vessel from the Marina Premises; and/or

13.1.2 at the Owner's risk (save in respect of loss or damage directly caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Marina Premises and thereupon secure it elsewhere and to charge the Owner with all costs reasonably incurred by the Company in connection with such removal including alternative berthing fees; and/or

13.1.3 if the Vessel is derelict, to dismantle, destroy and/or dispose of the Vessel and to charge the Owner with all costs reasonably incurred by the Company in connection with such dismantling, destruction or disposal.

13.2 The occupation of the Berth by the Vessel is subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers on the Company a right of sale in circumstances where the Owner fails to collect or accept re-delivery of the Vessel (and/or any other property left in the Marina Premises) following termination of the Licence. Such sale will not take place until the Company has given notice to the Owner in accordance with the Act. For the purpose of the Act it is recorded that:

13.2.1 The Licence is granted to the Owner by the Company on the basis that the Owner is the owner of the Vessel or the owner's authorised agent and that the Owner will take delivery or arrange collection of the Vessel (and/or any other property left in the Marina Premises) following termination of the Licence.

13.2.2 The Company's obligation as custodian of the Vessel (and/or any other property left in the Marina Premises) ends on its notice to the Owner of termination of that obligation;

13.2.3 The place for delivery and collection of the Vessel (and/or any other property left in the Marina Premises) shall be at the Marina Premises, unless agreed otherwise.

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

13.3 Maritime Law entitles the Company in certain other circumstances to bring an action against the Vessel to recover a debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of the Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner.

13.4 The Company reserves a general right ("a general lien") to detain and hold onto the Vessel or other property pending payment by the Owner of any sums due to the Company. If the Licence is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination or expiry of the Licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Marina Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a bank or a cash deposit sufficient to cover the debt with interest, and where the debt is contested a reasonable provision for the Company's prospective legal costs.

**14 ADDRESS DETAILS AND SUBSEQUENT CHANGE OF DETAILS**

- 14.1 The Owner must supply to the Company details of the Owner's home address. This address must be a different address to the address of the Marina Premises. The Owner must produce evidence to the Company of such home address within 7 days of a request to do so.
- 14.2 The Owner must notify the Company in writing (which includes by email) of any change of name of the Vessel or change of address or telephone number of the Owner, within 7 days of such change taking place.

**15 DATA PROTECTION**

- 15.1 The Company is a data controller for the purposes of the General Data Protection Regulation and the Data Protection Act 2018. A copy of the Company's Privacy Policy is available from the Company on request.

**16 LAW & JURISDICTION**

- 16.1 The Licence, these Conditions and any non-contractual obligations arising out of, or in connection with, the Licence are to be governed by and construed in accordance with English Law and to be subject to the jurisdiction of the English courts. If the Owner is a consumer (as defined in the Consumer Rights Act 2015) then the jurisdiction of the English courts is to be non-exclusive but otherwise such jurisdiction is to be exclusive.
- 16.2 Despite Condition 16.1, the Company and the Owner will endeavour to resolve any dispute arising out of or in connection with the Licence by negotiation or, failing that, by mediation.

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**Signature of this Licence by the Company and the Owner creates a legally binding contract for berthing, mooring and/or storage ashore at the marina, boat yard, mooring or any other facility operated by the Company for launching, recovering, mooring or berthing a vessel. This Licence is subject to The Yacht Harbour Association Berthing, Mooring and/or Storage Ashore Licence Standard Terms and Conditions (above), which the Owner acknowledges he or she has read and understood and which form an integral part of this Licence. Other services which may be provided by the Company (such as the supply of electricity and water) are subject to separate agreements with the Company.**

**Signed by the Owner**

Signature	
Name	Date

**Signed, for and on behalf of, the Company**

Fox Narrowboats Ltd

Signature	
Name	Date



# Fox Narrowboats Ltd

10 Marina Drive, March, Cambridgeshire. PE15 0AU

## USER'S CODE

*For the safety and enjoyment of berth holders and visitors, you are required to comply with the following conditions that supplement our terms of business. Failure to comply may mean that your Mooring Licence will be terminated or not be renewed.*

- VEHICLES** One vehicle per person, and a maximum of two per boat are allowed in the berth holders parking area. All vehicles parked on the premises must be road legal with valid MOT, taxed and insured. Vehicles must only be driven by persons fully licenced & insured to do so. The use of a vehicle on site under the influence of alcohol and/or drugs is strictly prohibited.
- SPEED LIMIT** The speed limit on this site is 4mph for both boats and vehicles.
- PATHS** Please keep to the paths, roadways and steps around the site. Do not scramble on the flood banks around the marina.
- GATES** Marina access gates must be closed after use. Do not allow unknown persons without fobs to pass through gates. Customers are responsible for any person allowed to pass through gates using their fob.
- PETS** DOGS MUST BE KEPT ON LEADS AT ALL TIMES whilst on site. Dogs must not be allowed to foul the site; bagged waste may be placed in the green bins. Free roaming Cats must be spayed / neutered.
- CHILDREN** Parents/Guardians are entirely responsible for their children and their actions while on site. They must be fully supervised at all times. Children are not allowed in the working boatyard area and should not be playing on roadways, paths or landing stages around the site.
- NOISE** Please respect other berth holders when using TV's, radios and generators. No Generator shall be used between the hours of 10pm and 8am. Please be mindful when moving about the site between 10pm and 8am of other marina users.
- REFUSE** Please use the refuse & recycling wheelie bins for the disposal of domestic rubbish only. Refuse should be moved directly from your boat to the bins & not left on decks, paths or landing stages to avoid attracting vermin. Please do not feed the ducks for the same reason. Any DIY waste, hazardous waste or items of a bulky nature must not be placed in the wheelie bins & should be taken to a Household Waste Recycling Centre (the nearest is in Hundred Road, March) The company for a charge will dispose of waste oil and batteries. Waste oil £1 per litre or part of, Batteries £2 each.
- GREY WATER** Following guidance from British Waterways and "The Green Blue" it is requested that you only use phosphate free detergents and washing products as your GREY WATER ends up in the water course. An example product is ECOVER
- ELSAN DISPOSAL** The Elsan disposal point must only be used by persons over the age of 16. You are advised to follow the guidelines from the HSE Working With Sewage. Please do not allow anyone other than your boat crew access to the Elsan facility with your fob; other boaters should contact the office for access.
- STORAGE ASHORE** The Company does not provide facilities for storage of equipment, ancillary items or trailers ashore. Please make sure that all items are either stowed on board or off site. It is not permitted to leave plant pots or other items on the landing stage or flood bank. Ropes must not be tied crossing over paths or stages.
- DIY** When working on, re-fitting, repairing or fitting out your craft, no materials must be left on the berth or anywhere else on site. It is incumbent on the berth holder to ensure that waste materials are removed from the marina at the end of each working day.
- HOT WORK** Hot Work i.e. grinding, welding, burning etc. is not permitted without the written consent of the Marina Manager.
- FISHING** General public are not permitted to fish anywhere on the site – please report any trespassers. The company requests that berth holders fish only from their boat or mooring.
- LAUNDRY** Washing lines are not permitted on the bank, boat or moorings.
- MARINA SYSTEMS** No berth holder must interfere with or try to effect repairs to any of the Marina's systems i.e. electric posts, water points etc. Only marina staff may carry out repairs.
- AIR RIFLES** It is not permitted to use air rifles and other weapons, including paintball, Nerf or BB guns, within the marina.
- TV LICENCING** It is the boat owner's responsibility to ensure that their television equipment on board is covered by their own television licence.
- ACCIDENTS / INCIDENTS / DANGEROUS OCCURANCES** These must all be reported to the marina office.



# Fox Narrowboats Ltd

10 Marina Drive, March, Cambridgeshire. PE15 0AU

## SAFETY ON SITE

**SAFETY MATTERS!** We treat safety as an issue of utmost importance. Please read the following guidance notes that set out our basic procedures.

### GENERAL

- Take care on the pontoons, particularly at night and in periods of poor weather. Wear appropriate shoes and avoid running.
- Ensure that young children and non-swimmers wear lifejackets when on the pontoons
- Do not leave hazardous or flammable material on the pontoons or in the boatyard.
- Allow water supply to run for approx.' 30 seconds before filling water tanks.
- Report any defective or damaged marina equipment to the office immediately.
- Take care of your visitors especially children as they may not be as familiar with boating and water safety as you yourselves are.

### MAN OVERBOARD

- In the event of falling in the water you should shout for assistance and swim to the nearest transom, dinghies or the mooring lines of nearby boats to help you get out.
- If a crew member should fall in, assist them to safety using the lifebuoy, throw line or pole located on the nearest rescue station. Remember never get in the water yourself to assist a casualty. If the MOB cannot be recovered quickly, contact the marina office and ask for assistance.

### SAFETY STATIONS

At strategic locations around the marina we have yellow Safety Stations. Accommodated at each station is a lifebuoy, rescue pole, throwing line and a fire bucket

### SWIMMING & DIVING

Swimming is not permitted within the confines of the marina. Diving operations are only permitted with the express written permission of the Managing Director and in full compliance with current Health & Safety legislation.

### FIRST AID

First Aid boxes are located in the Marina Office and in the Workshop. All staff are trained to assist you with first aid.

### FIRE

1. Raise the alarm using the fire bell on the safety station.
2. Contact the marina office.
3. Clear the area of any people, particularly those downwind.
4. Only attempt to fight the fire if it is safe to do so.
5. Leave the area in an orderly manner. If this is not possible because you are trapped on the moorings assemble away from the fire, upwind if possible and marina staff will collect persons with the work boat.
6. Gather at the assembly point on the left side of the marina access road as you leave.
7. If you hear the fire alarm or are asked to do so, immediately evacuate your boat to the assembly point.

### RE FUELLING

Of portable fuel tanks, out board motors, generators etc. on board is prohibited. All such replenishment should be accomplished with the tanks and motors removed from the vessel and taken ashore in the open air or a well-ventilated space.

### GAS LEAKAGE

Is a major cause of explosions in boats; this risk may be increased by the DIY repair and installation of Liquid Petroleum Gas (LPG) installations on vessels either afloat or ashore. All such repair and installation is to be carried out by competent persons registered and certified by the Gas Safe Register.

### FUEL BERTH

- No smoking or cooking whilst on the fuel berth.
- Mobile telephones are not to be used on the fuel berth.
- Fuel will only be served into appropriate fuel containers.
- Engines must be shut down prior to refuelling.

### PONTOON ELECTRICITY

- Electricity can kill! Disconnect your vessel's power lead at the pontoon outlet end first to avoid a 'live end'.
- Do not open electricity boxes on the pontoons. If you require assistance with your electricity supply please ask! Please inspect your power leads regularly for wear and tear.

## THE SAFETY OF DIY OPERATIONS

Any person wishing to carry out work on their own craft/boat, whilst the vessel is within the marina and moorings, must take precautions for their own safety and that of others at all times.

DIY Operations that may be hazardous include the following. There may of course be others. If in doubt ask before proceeding.

- Electric leads on pontoons causing a tripping hazard
- Electric leads to boats on hard standings of inadequate strength, exposed conductors, laid across routes not fitted with RCD device etc.
- Moving supports from boats stored ashore to antifouling and clean hulls
- Replenishing fuel using inadequate containers
- Engaging unauthorised contractors / failure of contractors to report at reception
- Working at height with inadequately supported platforms
- Running engines in gear on boats stored ashore with exposed propellers

## LEPTOSPIROSIS (WEILS DISEASE)

**What it is** This is a serious and sometimes fatal infection that is transmitted to humans by contact from urine from infected rats.

**What are the symptoms** A flu-like illness with a persistent and severe headache.

**Who is at risk** Anyone in contact with canal and river water

**How might I catch it** The bacteria can get into your body through cuts and scratches and through the lining of the mouth, throat and eyes after contact with infected urine or contaminated water such as canals and slow flowing rivers.

**How can I prevent it** Keep the landing stages free of rubbish and debris, which attract or provide cover for rats. Don't feed the ducks as left over food encourages rats. Cover all cuts and broken skin with waterproof plasters. Always wash your hands before eating, drinking or smoking.

**What else should I do** Report any illness to your doctor. Report and confirmed case to the marina office who will report to the HSE. (Health and safety executive.)

Full details of the company's Health and Safety Policy, Privacy Policy and Environmental Policy can be found on the company website [www.foxboats.co.uk](http://www.foxboats.co.uk)

Paula Syred MD amended 23<sup>rd</sup> November 2023