



ASA Moorings Sub-Committee

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Registered Charity No. 1152679

31 March 2021

20210321-ASA_Marina_SOs_Covering_Letter-O

ARMY SAILING ASSOCIATION MARINA, DOLPHIN POOL

GENERAL

1. A Memorandum of Understanding (MOU), signed by the ASA on 31 March 1999, exists between RNSA Moorings Ltd and the ASA in which RNSA will provide 25 berths for ASA flagged sailing yachts in Dolphin Pool, Fort Blockhouse. The allocation of the 25 berths is the responsibility of the ASA Mooring Sub-Committee and is governed by the ASA Marina Standing Orders.
2. The moorings in Dolphin Pool operate with the agreement and support of the DIO with the Fort Blockhouse Head of Establishment the DIO representative for mooring issues.

MARINA ADMINISTRATION

3. Mooring within the ASA Marina is allocated primarily to yachts owned by the ASA, the Regimental and Corps Yacht Clubs and private yachts of ASA members who actively support Army Sailing. Other service and private yachts will be accommodated on a temporary basis where possible, but all must note that the ASA has a commercial obligation to prioritise those yachts permanently berthed in Dolphin Pool.
4. Application for and acceptance of a berth indicates an owner's interest in supporting Army Sailing particularly through attendance and contribution to ASA Cruising Rallies and the Army Offshore Regatta.
5. Allocation of an ASA Mooring is on a permanent basis, subject to annual review by the ASA Moorings Sub-Committee and mooring requirements of the ASA. Owners will be asked to remove private yachts if the Moorings Sub-Committee deems that the yacht has not been used sufficiently to continue to justify a mooring in the ASA Marina.

6. At all times it is to be remembered that use of the Moorings within Dolphin Pool is a privilege and conduct is to be of the highest standard and comply with the British Army Values and Standards.

ASA MOORINGS SUB-COMMITTEE

7. The ASA Moorings Sub-Committee manages the 25 Army berths in Dolphin Pool on behalf of the ASA and in line with the MOU.

8. The committee consists of:

- | | |
|----------------------------------|--------------------------|
| a. ASA Secretary | - Maj B Fowler |
| b. Moorings Officer | - Maj O Bowen |
| c. R&C YC Representative | - Sgt B Delaney |
| d. ASA Membership Representative | - Col (Retd) D McCulloch |
| e. AOSC & Marina Manager | - Mr P Brown |

ASA MOORINGS CONTACTS

9. For enquiries regarding ASA Moorings please contact:

- | | |
|-------------------------|--|
| a. AOSC Manager | - phil.brown425@mod.gov.uk |
| b. ASA Moorings Officer | - asamoorings@ascb.org.uk |

10. For security related issues contact the Guardroom:

- | | |
|------------------------------|----------------|
| a. Fort Blockhouse Guardroom | - 02392 765207 |
|------------------------------|----------------|

Signed Electronically

Major O T G Bowen RTR
Moorings Officer
ASA Moorings Sub-Committee

31 March 2021

20210331-ASA_Marina_Standing_Orders-O

ASA MARINA STANDING ORDERS

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DEFINITIONS

1. The Following Definitions shall apply throughout the Standing Orders.
 - a. **“ASA”** shall mean Army Sailing Association.
 - b. **“The Marina”** shall include any area of the ASA Moorings estate within Dolphin Pool, on land or on water (including any area on or beneath the surface of the water) and any other facility provided by the ASA for use as harbour facilities.
 - c. **“Dolphin Pool”** the mooring area defined on Admiralty Chart No 2635 between position 50 47.3 N 001 06.6 W and position 50 47.26 N 001 07.0 W bounded by Petrol Pier in the west and building 100 (the "Green Cathedral") in the East.
 - d. **“The Owner”** shall include a lawful owner, charterer, master or agency or any other person for the time being lawfully in charge (other than the ASA) of a vessel berthed within the Marina.
 - e. **“The Moorings Sub-Committee”** shall include all members of the Moorings Sub-Committee and all persons acting with the authority of the ASA and fulfilling the role of Marina Management.
 - f. **“The ASA Moorings Officer”** shall be an ASA Flag Officer appointed by the ASA Executive Committee (as per the MOU) and acts with the authority of the ASA Secretary to administer the ASA Marina.¹

¹ Due to operational requirements this role may at times not be a Flag Officer and if not will report via RC Offshore ASA.

- g. **“The Marina Manager”** is the AOSC Manager and acts with the authority of the ASA and fulfils the role of onsite Marina Management.
- h. **“Service Yacht”** denotes a private vessel owned and operated by a Service Yacht Club or Association.
- i. **“Private Yacht”** denotes a private vessel owned and operated by an ASA Member.
- j. **“The Mooring Year”** denotes the period from 1 January to 31 December in which a licence to berth is active.
- k. **“Mooring Licence”** is the permission granted by the ASA Moorings Sub-Committee for a named yacht to occupy a particular berth.

GENERAL

- 2. **Use of these Standing Orders.** These Standing Orders are to be used to provide a safe marina environment and govern the conduct of mooring activity within the ASA Marina as part of the Moorings MoU signed between RNSA Moorings Ltd and the ASA.
- 3. **Terms & Conditions.** Where these Standing Orders apply in a contractual form they should be considered as Terms & Conditions from a legal perspective.

SECURITY

- 4. **Security.** Fort Blockhouse is an operational military site. All vessel owners, charterers and their crew need to ensure that the highest levels of security are maintained within the Marina. They must ensure that building doors are shut behind them and not leave any doors propped open. They are not to permit persons to follow them through a building door if they are unknown to them. Crew disembarking from unknown vessels and tenders are to be asked for their ID and reported to the Guardroom if required.
- 5. **Security Vetting.** All applicants, less serving personnel in possession of a MOD 90, are required to provide a Disclosure and Barring Service (DBS) Form to the Fort Blockhouse Pass Office within 3 months of being allocated a berth. A temporary ID Card will be issued allowing access to Fort Blockhouse for this period. Upon submitting an acceptable DBS Form, an annual pass will be issued. The security staff reserve the right to refuse access to any individual with serious offenses listed on the DBS Form. In this case the offer of a berth will be withdrawn, and the balance of the mooring fee will be repaid to the applicant.
- 6. **Visitors.** Visiting crew who do not hold a valid MOD 90 must report to the Guardroom and comply with the Fort Blockhouse Security procedures.
- 7. **Visitor Notification.** Any crew who do not hold a Fort Blockhouse pass must be booked in 24 hours in advance or will be refused access.

SAFETY

- 8. **Fire Precautions.** The Owner shall take all necessary precautions against the outbreak of fire in or upon the vessel and the Owner shall observe all statutory and

local regulations and orders of the ASA relative to fire prevention. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the vessel fit for immediate use in case of fire.

9. **Safety precautions.** Vessel owners are to ensure that all visitors to their vessel are aware of all safety precautions and emergency equipment / escape routes.

10. **Manner of Access / Egress.** The Owner is responsible for the provision of a suitable means of safe access and egress on, off, into and out of the vessel at all times, for themselves, their crew and their visitors.

11. **The ASA's Right to Act on Safety Grounds.** If in the opinion of the ASA Marina Manager such act be necessary for the safety of the vessel or for the safety of other users of the Marina or for the vessels or for the safety of the Marina or equipment, the ASA shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such mooring, re-berthing, movement, boarding, entering or emergency work arises from the negligence of the ASA, its authorised officers, servants or agents, the ASA's reasonable charges in relation thereto shall be paid by the Owner.

12. **Prohibited Activities.** Sail-boarding, jet skiing, swimming, diving, fishing, stand up paddle boarding and the like are prohibited in the Marina, without the express written permission of the Marina Manager.

13. **Wearing of Buoyancy Aids Within the Marina.** Children under 16 and non-swimmers must wear adequate life jackets when within two metres of open water and must be supervised by a responsible adult at all times while in the Marina.

14. **Hazardous Substances.** 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.

15. **Bicycles.** Must not be ridden or left on pontoons.

16. **Safety Ladders.** Safety ladders are provided at intervals around the Marina. These are to be kept clear **AT ALL TIMES** and vessels are not to be moored blocking these ladders with either the hull or mooring lines.

17. **Man-Overboard Equipment.** It is recommended that all owners ensure their vessel has some form of ladder or man overboard equipment able to be operated by a casualty in the water to enable them to self-recover from the water should they fall in the marina.

ASA MOORING MANAGEMENT

18. **Agreement.** The Owner shall in all things with respect to this Agreement and the use of the Marina abide by the rules and regulations in force in respect of Fort Blockhouse and the ASA Marina.

19. **ASA Moorings Committee.** The ASA Moorings are managed by a committee consisting of the ASA Secretary (Chair), ASA Moorings Officer, Regimental & Corps Yacht Club representative, ASA Private Members representative and the AOSC Manager (non-voting member of the committee). The Committee Member's responsibilities are listed below:

20. **Requirements for Allocation of Berth.** The following conditions are prerequisites before an application for a berth will be considered:

- a. Full personal membership of the ASA for a minimum of 2 years from the start of the mooring year² or in the case of R&C YCs the correct payment of ASA Affiliation Fees.
- b. All private owners must hold a current special ensign permit³ for an ASA Blue Ensign from the start of the mooring year, whether or not they choose to wear an affiliated Regimental or Corps Yacht Club ensign.
- c. All service yachts must hold a current special ensign permit for an ASA Blue Ensign from the start of the mooring year, whether or not they choose to wear an affiliated Regimental or Corps Yacht Club ensign.
- d. All yachts are to comply with the [RYA Flag Etiquette Guidance](#) and the rules for wearing an ASA or R&C YC special ensign⁴, particularly when entering or leaving the marina.
- e. Vessels are to be of a sailing yacht designed for offshore use and be in the region of 40 ft⁵ as a maximum.
- f. The applying member must own 50% (or more) of the yacht they are applying for a berth for and other owners must be (or become) members of the ASA.
- g. Owner is able to take ownership and / or occupy a berth at the start of the mooring year, unless prior agreement is obtained from the Moorings Sub-Committee.

21. **Priorities for Allocation of an ASA Mooring.** Moorings will normally⁶ be allocated in strict priority, subject to a Board which reviews current incumbents and new applications in July each year:

² At the discretion of the Sub-Committee the 2-year rule may be waived.

³ Applications for an ASA Blue Ensign Permit are made through the Army Sailing Association. This is a RNSA Moorings Ltd Requirement in accordance with the ASA – RNSA Moorings MoU.

⁴ Guidance available on the ASA website or from the AOSC Manager.

⁵ The berths in Dolphin Pool are designed for yachts between approx. 23 and 40 foot in length and are constrained in their beam and draft. Yachts should also be a minimum of Two Tons Gross Registered Tonnage. Yachts which are shorter, longer or of significant beam should seek advice from the Moorings Sub-Committee prior to applying.

⁶ The Chair of the berthing committee has limited discretion.

- In exceptional circumstances, where a retired member who has contributed and will contribute substantially to Army sailing scores very highly over a serving member who contributes nothing, authority may be sought from the ASA Rear Commodore (Offshore) to allocate him or her a higher priority berth.
- As per 3.6.1 yachts for sale may fall to the bottom of the priority list as the marina is to facilitate active Army sailing.

a. **Priority 1.** Establishment yachts (ASA, Regimental or Corps owned/operated yachts).

b. **Priority 2.** Private yachts of Regular and Reserve⁷ members of the ASA who are currently serving, including those who are posted on operational tours. In this category priority will be given to those who are providing (or who have recently provided in the case of those deployed on operations) active⁸ support to Army and service sailing⁹.

c. **Priority 3.** Private yachts of ASA Members who are retired Army personnel. Priority will be given to those who are providing active support to Army sailing, as decided by the committee and reviewed annually.

d. **Priority 4.** Private yachts of ASA Members who have never served in the army (i.e. MOD Civilians or family and friends of serving/retired personnel). Priority will be given to those who are providing active support to Army sailing, as decided by the committee and reviewed annually.

22. **Applying for a Mooring.** Applications are to be made to the ASA Moorings Secretary on the application form published on the ASA Moorings website. The ASA Moorings Secretary will check the requirements for allocation of a mooring have been met and will maintain a mooring application list in accordance with the priorities of an ASA mooring for consideration by the ASA Moorings Sub-Committee on their annual review.

a. **Withdrawal of Applications.** If a prospective berth holder wishes to withdraw their application this must be communicated to the committee in writing prior to the ASA Moorings Review & Allocation meeting (September each year). If an applicant withdraws after berths have been allocated and the applicant notified the ASA will expect the balance of the berth to be paid and once a new occupant is found the

⁷ There is no difference in priority between Regular and Reserve members.

- Reservists should note that they must comply with their annual duty requirement and have completed their full annual training commitment for the preceding year and that confirmation of this may be sought from their chain of command.
- The status 'serving' shall not always apply to Cadet Forces Permanent Staff and is at the discretion of the Moorings Sub-Committee.

⁸ Active use as a minimum is suggested as at least once per calendar month and unless other sailing activities prevent (instructing etc) some of this activity must be in support of ASA events.

⁹ The meaning of 'Service Sailing' in this instance will be interpreted at the discretion of the Chair of the ASA Moorings Sub-Committee. Typically, it will include evidence of some or all of the following:

- Organising offshore sailing adventure training expeditions; instructing serving candidates for offshore sailing qualifications and/or examining them;
- Organising sailing for disabled or recovering soldiers; racing for the army on high profile events or fulfilling key roles on British Soldier (skipper, mate, watch leader or event coordinator);
- Assistance through professional qualifications (such as surveying),
- Involvement in administrative and organisational functions within the ASA or affiliated Regimental and Corps Yacht Clubs.
- Attendance at and support to ASA Cruising Rallies and at the Army Offshore Regatta.

withdrawing party will be reimbursed in accordance with the direction found within the Termination Refund paragraph (under Financial & Legal).

b. **Allocation and Acceptance.** The Moorings Sub-Committee will assess all applications and, based on yacht length, draft and beam, will offer successful applicants a specific berth once one becomes available. The offer of a berth is not open to negotiation and is not subject to change. Applicants who are unhappy with their allocated berth should inform the Moorings Officer at the earliest opportunity so that it may be reallocated.

c. **Unsuccessful Applications.** Applicants who are not successful shall be placed back on the prioritised waiting list. The list is prioritised in accordance with accordance with the priorities for an ASA mooring and is also dependent on a vessels LOA and Beam.

23. **Subletting of Vacant Berths.** The ASA reserves the right to use or let out the assigned berth whenever the vessel is absent for over 7 days. The Owner must give the ASA at least 24 hours prior notice of intention to return to the Marina, failing which the ASA accepts no liability should there not be a suitable alternative berth available upon the Owner's return.

a. **Short Term Vacant Berths.** Where berths are vacant for over 7 days but not exceeding 28 days, they may be allocated by the committee to another ASA member or affiliated member.

b. **Long Term Vacant Berths.** Where a berth is vacant for over two weeks a temporary incumbent may be charged per day pro rata of the annual rate for the LOA of their yacht.

c. **Subletting of Berths.** Berth Holders are not under any circumstances to sublet their own berth, doing so may result in withdrawal of the Mooring Licence.

24. **Withdrawal of a Berth.** Berths may be withdrawn for one or more of the following reasons:

a. **Lack of support to Service, Army or Regimental & Corps YC sailing.** The marina berths are allocated to those active in support of service sailing.

b. **Infrequent Use.** Yachts are expected to be used regularly. Usage will be reviewed at the end of each season and if required a decision taken by the committee to ask an incumbent to leave.

c. **Change in ASA Mooring Requirements.** A high priority yacht, such as a service yacht, requires a berth.

d. **Yachts placed for sale.** Please note we will try and accommodate yachts that are for sale, but they become low priority.

e. **Breach of Good Conduct.** Classed as any conduct that is criminal under British Law and/or Military Law, contravenes Fort Blockhouse Standing Orders or is in breach of these Standing Orders.

25. **Measurement of Yachts.** The ASA reserves the right to measure any boat at any time and to charge the Owner of the boat additional fees (if appropriate) if the length of the boat is greater than that notified to it by the Owner.

a. For all purposes boat length shall be calculated including all davits, bowsprits, bumpkins, boarding ladders, sterndrives, tenders, outdrives, outboards, rudders, anchors, pulpits and pushpits and any other extension fore and aft of the boat.

b. For invoicing purposes LOA are rounded up to the nearest foot (including davit and bowsprit); minimum charge length is 23 ft (7m).

ASA MARINA MANAGEMENT

26. **Movement of Vessels by the ASA.** The ASA reserves the right to move a vessel in extremis. Every effort will be made to contact the Owner in the first instance.

27. **Business Use.** No part of the Marina or of the vessel while situated therein shall be used by the Owner for any commercial purposes except where the Owner is expressly authorised to do so by the ASA (Service Yachts are permitted by authority of the ASA Secretary).

28. **Manner of Mooring.** The Owner shall berth and secure the vessel in such manner and position as the ASA may require¹⁰ and the vessel shall be provided with all necessary warps and fenders by the Owner. The Owner must take all necessary steps to ensure that the vessel does not impede or damage other vessels and no part of the vessel is to overhang the pontoon walkways.

29. **Manner of Manoeuvring.** The Owner, when entering or leaving or manoeuvring the vessel in the Marina, shall do so at such speed and in such manner as not to endanger or inconvenience other vessels in the Marina. The ASA reserves the right to terminate the licence of yachts operated in a manner likely to cause damage. If damage is caused the owner is to inform the Marina Manager and the ASA Moorings Secretary by phone and in writing within 24 hours.

30. **Tender and Dinghies.** Tender, dinghies and rafts in excess of 3 metres in length will require a separate berth unless stowed aboard the vessel when not in use. Tenders are never to be left blocking a berth no matter how short a stay is planned.

31. **No item to be left on Marina property.** No items of boat gear, fittings or equipment, supplies, stores or the like shall be left upon any part of the Marina without permission from the Marina Manager.

32. **Vessel Name.** Vessels are to be clearly named and the Owner shall ensure that at all times the name of the vessel is clearly displayed.

¹⁰ Owners' requests are taken into account and met where possible but due to the restrictions of the Marina layout berths may be restricted.

33. **Reporting Damage.** It is the owner, or any person responsible for any vessel or vehicle, to report immediately to the ASA Marina Manager and ASA Moorings Secretary any damage which may be caused to or by the vessel or vehicle whilst at the Marina.

34. **Vessel Condition.** Yachts must be kept seaworthy, clean, capable of safe movement and in a condition that represents the ASA in a positive light. The ASA reserves the right to request an Owner to produce a Condition Survey Report. This report should be completed by a qualified professional surveyor at the Owner's expense and will be required to satisfy the ASA that a vessel is capable of movement, is structurally sound and poses no threat to safety or safe navigation within the Marina. The ASA's request will be in writing and will give reasonable notice to the Owner that the ASA may engage a professional surveyor should the Owner fail to do so, any costs incurred in this will be recharged to the Owner.

35. **Unused Yachts.** The ASA Marina is not to be used for the storage of yachts¹¹. Yachts occupying ASA berths are to be used regularly. Unused yachts will be asked to leave at the end of the mooring year and are unlikely to be allocated berths in future years. The Marina Manager may apply to the Moorings Sub-Committee for a licence to be cancelled and the owner to be given due notice to make alternative arrangements. Should a licence be reviewed pending cancellation due to lack of use the Owner will be contacted to present their case.

36. **Washing Lines.** With the exception of the drying or airing of foul weather gear, the Owner shall not affix a washing line or display any washing or laundry on any part of the vessel, pontoon or jetties, or within any part of the Marina.

37. **Trolleys.** Trolley are provided for the use of Owners and crew. They must be returned as soon as they are no longer required and are to be secured away from any walkways.

38. **Barbecues.** Barbecue grills are not allowed on the Marina pontoons or walkways at any time. Use of barbecue grills is not permitted within the Marina or Fort Blockhouse without permission.

39. **Car Parking.** Owners and crew must park their vehicles within designated parking areas. Passes are to be displayed and drivers must always follow the direction of the security staff.

a. When leaving their cars for more than 4 hours ASA Berth Holders are to park in the Sea Wall Carpark.

b. All charter crews are to park in the Sea Wall Carpark.

40. **Staying Onboard.** Persons staying onboard must notify the Guardroom and comply with the *Guidance for staying onboard yachts moored in Fort Blockhouse*¹² document issued by RNSA.

¹¹ Exception may be made for owners deploying on operational tours however a suitable "boat custodian" must be appointed and the ASA Marina Manager and ASA Moorings Secretary informed.

¹² Document is available on the ASA Moorings Website.

41. **The ASA's Obligations Cease upon Termination.** Any obligation of the ASA towards the vessel ends upon the expiry or termination of the Mooring Licence.

42. **Recalculation of Charges Upon Notice.** The fees and charges payable by the Owner may be increased or decreased or the basis for determination of the fees and charges payable may be varied from time to time by the ASA.

43. **Alterations of Standing Orders.** The ASA reserves the right to alter these Standing Orders annually or by giving one month's prior written notice to the berth holders.

OWNERS OBLIGATIONS

44. **Initial Arrival.** It is the Owner's responsibility to notify the ASA Marina Manager of their arrival at the Marina forthwith and to provide details of any vessel or other items of property belonging to the Owner which is brought into the Marina.

45. **Acceptance.** Entry into the Marina indicates recognition and acceptance of these Standing Orders which govern use of the Marina and set out the obligations that the Owner must observe. Upon acceptance of the Owner's application for a berth within the Marina, the ASA will grant the Owner a Mooring Licence, upon these Standing Orders, to use such berth for the Mooring Period.

46. **Non-Exclusive Use.** Nothing in these Standing Orders shall entitle the Owner to the exclusive use of a particular berth and no estate, right or interest therein shall be implied or deemed to be granted hereunder. Under no circumstances does any form of Landlord and Tenant relationship arise under these Standing Orders in relation to the use of any berth within the Marina.

47. **Notify Changes.** The Owner shall keep the ASA Marina Manager and ASA Mooring Secretary informed in writing of any change in the name of the vessel or change of the address, telephone number or other relevant details of the Owner. If the Owner changes vessel they must re-apply as per the Application process.

48. **Notification of Absence.** If the Owner's berth is to be vacant for more than 7 days the Marina Manager is to be informed and the owner must give 24 hours notice of their return.

49. **Vacating the Marina.** Advance notice of intentions to vacate the Marina permanently is requested wherever possible.

a. If intending to leave the marina at the end of the Mooring Year the Owner is required to notify the ASA Moorings Secretary in writing by the 30th of September (90 days' notice).

b. Failure to notify in this period will result in the Owner being invoiced for the following years berthing if a replacement is not found.

50. **Sale of Vessel.** The Owner is required to inform the ASA Moorings Secretary if they advertise their yacht for sale. On sale of a yacht the Owner shall notify the ASA and inform the purchaser or transferee that the permission to use

the berth is not transferable and shall ensure that the terms of sale state that a new application to the ASA needs to be made for use of the berth if applicable.

N.B. Owners of yachts that are listed for sale should be aware that they are likely to be given notice to vacate their berth at the end of the current mooring year. This is to avoid empty berths should the yacht be sold before or during the season.

51. **Assignment.** A Mooring Licence granted to the Owner for the use of an allocated berth within the Marina (“the berth”) is personal to the Owner and shall relate to a named vessel (“the vessel”). The Owner shall not lend, sublet, assign or transfer the berth to any other person, nor shall the Owner use the berth for any other vessel unless the Owner has the ASA’s prior written consent.

52. **RNSA Affiliate Membership.** All berth holders must be RNSA Affiliate members for insurance and tax purposes (contact moorings@rnsa.org to arrange).

CONDUCT WITHIN THE MARINA

53. **Respect for Others.** The Owner shall not use any noisy, noxious or objectionable engines, radios or other apparatus or machinery within the Marina so as to cause any nuisance or annoyance to the ASA, AOSC or to any other users of the Marina or to any other person residing in the vicinity of the Marina and the Owner undertakes for themselves, their guests and any other person using the vessel that they shall not behave in such a way as to offend as aforesaid. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.

54. **Antisocial Behaviour.** The ASA will not tolerate any anti-social behaviour. In particular, any abusive, offensive or drunken behaviour towards the ASA Staff, Fort Blockhouse Staff or other marina users. Such behaviour may result in the immediate Withdrawal of the Moorings Licence.

55. **Alcohol.** Alcohol consumption within the Marina is not regulated by the ASA but owners and crew are advised to follow the guidelines for alcohol consumption produced by the UK’s National Governing Body for sailing and reminded that they may be prosecuted under the Merchant Shipping Act 1995 if their actions on the water are seen to be endangering other vessels, structures or individuals and they are under the influence of alcohol.

56. **Complaints.** Complaints should be addressed to the ASA Marina Manager in the first instance. Complaints should be copied to the ASA Moorings Secretary in writing.

57. **Refuse / Waste / Sewage.** No refuse, waste oil or sewage shall be thrown overboard or left or disposed of in any way within the Marina other than in the receptacles provided by the ASA or by removal from the Marina. Only refuse of a domestic / daily nature may be deposited in the receptacles provided. All other items to be taken away and disposed of by the Owner. It is to be noted that there are no oil or fuel disposal facilities within Fort Blockhouse.

58. **Bilge systems.** To comply with environmental protection statute, the Owner must have adequate provision to avoid discharge of oil from vessel bilges. i.e. use

of regularly renewed oil absorbent socks placed in bilge.

59. Animals.

- a. Any animals brought into Fort Blockhouse by any persons visiting the Marina shall be kept under proper control at all times.
- b. Dogs must not be left tied to pontoons.
- c. The Owner shall be responsible for ensuring that any fouling of the Marina is immediately cleared up and that it is not disposed of into the harbour/marina waters and will be suitably bagged and placed in the waste receptacles provided.
- d. Owners with animals that are being brought in from mainland Europe need to make use of the 'Pet Passport' scheme and are not to be landed into the Marina directly from Europe.

60. Pontoon Access. Pontoons and walkways must be kept clear at all times.

FINANCIAL & LEGAL

61. Setting of Mooring Fees. Mooring fees for AOSC will be set annually by the Moorings Sub-Committee and are to be paid promptly and in full.

62. Rates. Berth holders are accepted for a full calendar year at a flat annual rate. There is no rebate for time out of water or time away from the berth.

63. Payment. The Owner shall pay any valid invoice submitted in respect of the berth or any other goods and service provided by the ASA upon receipt of the invoice within 28 days. Payment shall be deemed to be made when cleared into the ASA's account.

64. Unpaid Invoices. Any invoices that remain unpaid after their due date will be referred to the Marina Manager and the vessel will be removed, and the berth cancelled (Paras Termination, Power to Remove and Vessel Removal apply).

65. Termination Refund. Should the Owner terminate the berth by providing the appropriate notice the ASA will endeavour to refund unused berthing rates should another occupant be found. However, it is at no liability to do so if the berth remains empty.

66. GDPR. By applying to berth in the marina the Owner gives permission for the ASA to hold relevant personal data to enable it to administer the Mooring Licence. The ASA may share your personal data with relevant MOD departments for security and safety reasons. The ASA will delete your data within 12 months of you leaving the marina (**note:** for practical purposes this cannot include photos or videos) in line with the ASA Privacy Notice.

67. Lien. The ASA shall have a lien upon the vessel until all sums payable by the Owner to the ASA in respect of the vessel have been paid and the ASA expressly reserves the right to claim a possessory lien upon the vessel in respect of any money claim.

68. **Termination.** The ASA shall have the right (without prejudice to any other rights in respect of breaches of these Standing Orders by the Owner) to terminate the licence granted to the Owner in the event of any breach by the Owner of any of these Standing Orders or of any failure by the Owner to make any payment due to the ASA. If the breach is capable of remedy or the Owner has failed to make any such payment, the ASA may serve notice on the Owner specifying the breach or the failure to pay and requiring them to remedy the breach or pay the amount due within 28 days.

69. **Power to Remove.** If the Owner fails to remedy such breach or pay the amount due within 28 days or if the breach is not capable of remedy, the ASA may serve notice requiring the Owner to remove the vessel from the Marina within 28 days. Such notice shall be served on the Owner by affixing it on the vessel, by mailing it recorded delivery to the Owner's last known address and sending a notification by email.

70. **Vessel Removal.** If the Owner shall fail to remove the vessel within 28 days (whether under this condition or otherwise) the ASA shall be entitled to charge the Owner between the date of termination and removal of the vessel from the Marina, and at the Owner's expense and risk to relocate the vessel within the Marina or remove the vessel from the berth and thereupon secure it elsewhere in some other storage area within the Marina or RNSA Moorings Estate and thereafter to charge the Owner with all costs arising out of such relocation or removal including alternative berthing, handling and storage fees.

LIABILITY & INSURANCE

71. **Liability.** The ASA accepts no responsibility for loss of or damage to any other vessel or items of property belonging to the Owner left at the Marina without its express consent save as may be implied by law.

72. **Indemnity.** The Owner shall indemnify the ASA against all loss, damage, costs, claims or proceedings incurred by or instituted against the ASA, its servants or agents which may be caused by the vessel or other items of property belonging to the Owner within the Marina or by the Owner's servants, agents, crew, guests or subcontractors, except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the ASA, its authorised officers, servants or agents.

73. **Insurance.** The Owner shall maintain third party insurance in respect of themselves and the vessel, their crew for the time being and their agents, visitors, guests and subcontractors in a sum of not less than £2,000,000 or such other sum as the ASA may from time to time direct in respect of accident. Such insurance shall be maintained in an insurance office of repute and if requested the Owner shall keep the ASA provided with a copy of the current Certificate of Insurance throughout the licence period.

74. **Disclaimer – Restriction of Access.** Fort Blockhouse is an operational military site and owner access can be removed at any time if the site is tasked to support UK military operations. Berth holders will be kept informed at all times and a process to check and ensure the safety of owner's yachts by ASA staff will

be implemented.

75. Disclaimer – Vessels and Property. The ASA shall not be liable whether in contract tort or otherwise for any loss, theft or any other damage of whatsoever nature caused to the vessel or any other item of property belonging to the Owner or to any other person claiming through the Owner except to the extent that such loss, theft or damage may be caused by the negligence or wilful act of the ASA, its authorised officers, servants or agents.

76. Disclaimer – Injury or Damage to Person or Property. All persons using the Marina or its facilities for whatever purposes and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the Marina or facilities was caused by or resulted from the negligence or wilful act of the ASA, its authorised officers, servants or agents.

UTILITIES

77. Electricity Supply. Electricity is provided to all berths, but this supply is not guaranteed by the ASA.

78. Electricity cable connection. Only one vessel may be connected to any one power socket outlet and splitters are forbidden.

79. Electricity cable. The connecting flexible cable must be in one length, without signs of damage, and not contain joints or other means to increase its length. Any round pin to square pin adaptors must be connected within the vessel in a protected location.

80. Galvanic Isolators. All vessels connected to shore supplies should be fitted with a “Galvanic Isolator” and other protection devices. Typically, an MCB for each main circuit and a separate MCB for a battery charger circuit all protected by an on-board RCD (16A). The RCD is for personal safety and the MCB will protect the cabling installation. This is in addition to equipment contained within the supply pillar.

81. Supply of Utilities (Water and Electricity). The ASA does not guarantee the supply of water and electricity to vessels at all times. There may be times when due to maintenance or loss of service the ASA are unable to guarantee supply of services. The ASA reserves the right to disconnect a vessel from the marina supply without giving notice.

WORK ON VESSELS

82. Work on Vessel. No work shall be carried out at the berth other than routine maintenance or minor running repairs to the vessel. Works carried out shall not cause a nuisance or annoyance to other users of the Marina. All other works shall be carried out at a berth or place within the Marina designated by the ASA Marina Manager for that purpose.

83. Work Notification. The Owner must notify the ASA Marina Manager in advance of when they, or their appointed contractor, intend to undertake major repair or maintenance works (i.e. not routine repair or maintenance) on the vessel.

84. **Contractors.** Prior to commencing any work on the vessel, the contractors must provide proof to the Owner and the Marina Manager of their third-party liability insurance cover to a minimum of £5,000,000 (or such sums as determined by the ASA from time to time), the Marina Manager will then provide confirmation the contractors may work within the Marina.

85. **Diving.** There is to be no diving in the Marina at any time. Suitable lifting facilities are situated in Haslar Marina or at Hornet Services Sailing Club and further advice can be sought from the ASA Marina Manager.

86. **Gas bottles, hazardous substances and flammable liquids.** All Owners and their contractors must ensure they comply with the Control of Substances Hazardous to Health (COSHH) legislation.

87. **Waste disposal.** Contractors must ensure that all waste associated with the work they have undertaken is placed in the receptacles provided or removed from site. No waste is to be left at the location where the work has been undertaken or anywhere else in the Marina.

88. **Non-compliance.** If any of the above conditions are not met, contractors will be asked to leave the site. Where the area is not left clean and tidy on the completion of work, the ASA Marina Manager reserves the right to clear the area and claim the associated costs from the owner.

89. **Rights for refusal.** The ASA Marina Manager 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 Marina Manager.

90. **Liability.** Any works undertaken on a vessel are at the Owner's risk and the ASA accepts no liability for any loss or damage that may occur as a result of such works. Should any damage be caused to another vessel resulting from the works the Owner or their appointed contractor is undertaking, it will be the Owners responsibility to resolve the issue keeping the ASA informed.