

BLAGDONS STORAGE - REGULATIONS

This is a commercial working site and we ask that you are considerate to other Site users in line with these Regulations.

1 Entry into the Site by land or water entails acceptance of our published regulations, conditions and charges, the last named to be payable in advance.

2 The Public may have access to some areas of the foreshore or site. Accordingly you should ensure that your vehicles and other property are made secure against entry or theft.

3 The precincts of the Site are clearly shown on the plan which may be examined at the Site office and all adjoining land and water owned by the Company is out of bounds.

4 For sale notices and company advertising are not permitted on Vessels or vehicles whilst on our Premises without the Site Manager's permission.

5 The standard charge for private users is inclusive of rates, parking for the owner's private car, water and VAT at the appropriate rate.

6 We reserve the right to refuse renewal of any Container, Compound or storage Agreement at our discretion.

7 No variation to our published charges or standard terms and conditions of business will be valid unless such variation is confirmed in writing by the Site Manager, or by a Director of the Company.

8 We reserve the right to act as agent on behalf of any fellow subsidiary companies being members of the Yacht Havens Group.

9 We reserve the right to enter and/or remove (using reasonable force if necessary) any vehicle at the Site in an emergency or in order to prevent or stop a nuisance in the interests of good estate management. You shall be responsible for the cost of such action. We shall not be liable to you for any loss, costs or damage suffered or incurred by you where such action is taken.

10 Customers acknowledge that they have no right over residency at any time.

11 Customers may not use the Site address to register for voting, local schools or doctors' surgeries.

12 If you note any defects around our premises please report the defect to the Site office staff at your earliest convenience.

Supply of electricity

13 Electricity connection is charged on a daily, weekly or annual basis. Alternatively a metered supply can be provided, and meters may be purchased from us. We reserve the right to meter any supply at our discretion and disconnect vehicles, vessels or other mobile equipment in the interests of good estate management. We are under no obligation to provide power to each or any Container, Compound or Unit.

For greater safety and to satisfy current EU Regulations the system is fitted with sensitive overload and earth leakage protection devices; because of these the Company cannot guarantee continuity of supply or be liable for any adverse consequences arising as a result of the usage of these safety devices.

14 With the exception of metered cabled supplies, electricity is not to be used without payment for the connection. Electricity connection is to be paid for prior to plugging in.

15 If whilst using an electrical appliance the circuit breaker activates please get one of our staff to reset it. If the problem persists, get your electrical appliance checked by a competent electrician, do not jam the circuit breaker switch.

Car Parking

16 Subject always to the availability of parking space you may only park vehicles on the Premises in accordance with such directions as we may give from time to time. When parking and vacating your vehicles for any length of time, no matter how short, please consider that vehicles hindering the progress of our plant machinery or other site users will be moved at your cost.

17 All vehicles are parked at your own risk.

18 Speed limits on the site roads are to be adhered to at all times, night and day.

Keys

19 You may deposit a set of keys with the Manager giving full access to the Container/Compound or Unit.

Guidelines for Good Conduct/Practice in Our Site

20 You are responsible for the conduct of your guests, any persons under the age of 16, children and pets. Those causing nuisance will be asked to leave the premises. Small children and persons under the age of 12 are not allowed on Site unless attended by a responsible adult at all times.

21 Bathing and fishing in the Site is not permitted.

22 Running/cycling on the Site is not permitted.

23 Appropriate footwear for a working site must be worn at all times.

24 No access to the water is permitted to take place from the Site.

25 The use of jet skis or other powered personal water craft is strictly prohibited.

Nuisance

26 Please be considerate to other users of our facilities. In particular restrict any activities that may cause nuisance such as loud music and unnecessary noise during working hours.

27 No noisy, noxious or objectionable engines, radios, generators, flying drones or other apparatus or machinery shall be operated within the Site so as to cause any nuisance or annoyance to any other users of the Site or to any person residing in the vicinity and you undertake on behalf of yourself and your guests that they shall not breach the terms of this rule

28 Please clean up after your dogs and ensure that they are kept under close control at all times.

Discharge of effluent and disposal of refuse

29 Please dispose of waste responsibly, recycling as much waste as possible. No refuse shall be left around the Containers, Compounds, car parks or on any other part of the Site.

30 Disused quantities of paints are to be removed from our Site.

31 Take care to dispose of empty containers, brushes, rags and other such items which may be tainted with solvents in a responsible manner.

32 No petrol, fuel or oil contaminated water or refuse shall be discharged or allowed to escape into the Site.

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Health, Safety, Fire Precautions and the Environment

33 You shall abide by all relevant health and safety regulations, codes of practice and any health & safety guidance issued by Us whilst using the Site.

Your attention is drawn to our Safety and Environmental guidelines as amended from time to time. These are displayed on our website (www.yachthavens.com) and further copies shall be available on request. You and your staff, guests and/or any person or company carrying out work on your property must comply with our Health, Safety and Environmental good practice, the terms of which shall be deemed to be incorporated into, and form part of, your Container or Storage Agreement or Lease.

34 Any incidents or dangerous hazards on the Premises must be reported to the Site office immediately and in writing within one month if you intend to make a legal claim.

35 You and your staff and any person carrying out work on your behalf are responsible for reporting to us all accidents involving injury to any person or damage to any public or private property that occur on the Premises as soon as possible after they occur.

36 No welding, grinding or other hot work is to be conducted on our premises without written consent of the Site Manager and must be carried out in accordance with PPE regulations..

37 Keep your working area tidy at all times, minimise potential trip hazards and clear up potential fire hazards eg sawdust, loose packaging, spillages.

38 If working with flammable solvents, keep lids on containers whilst not in use, take care not to smoke or produce sparks in the immediate vicinity. After use, remove the solvents from site or store in a suitable, secure and well ventilated Flammable Store.

39 Whilst working in undercover storage areas be mindful of your neighbours and do not engage in activities which may put them at risk. Take care to familiarise yourself with the location of emergency exits, fire extinguishers and potential hazards.

40 If your activities are likely to generate a lot of dust or fumes in undercover storage areas ensure that the area is isolated from the rest of the building and substantial extraction ventilation is operating.

41 Subject to Regulation 42, no work shall be done on your gear, equipment or other goods while on the Premises without our prior written consent and subject to each contractor providing evidence of £3 million third party insurance cover (other than for minor running repairs or minor maintenance of a routine nature by you, not causing nuisance, or annoyance to any other tenants or site users or persons in the vicinity, not interfering with our schedule of work and not involving access to prohibited areas).

42 Prior written consent will not be unreasonably withheld.

43 It is your responsibility to ensure that appointed Contractors working on our premises are aware of our Regulations. Any Contractor working on our premises who is not adhering to the Regulations in this document may be asked to immediately leave our premises. We reserve the right to charge Contractors who work on our sites on your behalf.

44 We may operate numerous large items of plant/machinery around our yard premises. Please ensure that you maintain a safe working distance away

from this plant whilst it is in operation. Pedestrians must use the designated footpaths onsite and stay clear of all working machinery as directed by the Site Manager, his appointed representative or driver.

45 You shall take all precautions against the outbreak of fire in your premises and you shall observe statutory and local regulations relating to fire prevention as exhibited around the premises. You shall provide and maintain in good working order the minimum number of portable fire extinguishers of an EU government approved or BSI standard type and size as required and readily available for immediate use in the case of fire.

46 The lighting of open fires, use of fireworks or flame heaters is strictly prohibited. Barbecues or portable gas cookers may not be used.

Data Protection and Photography or Video footage

47 We process personal data strictly for the purpose of providing our berthing and Site Services.

48 The Company may from time to time take photography or video that captures scenes on the Site for promotional purposes. If customers, tenants or users of the Site have objections to either themselves or their premises and equipment being photographed, they should make their objections known to the photographer or the Site Manager and the Company will take reasonable steps to avoid their inclusion in any photographing of filming. However the Company cannot guarantee that they will not be included on an incidental basis. You may only film or take photographs using flying drone or static photographic equipment (such as Go-Pro cameras) with the permission of the Site Manager.

49 The Company operates CCTV surveillance cameras in the Site for security and safety purposes in accordance with the CCTV Code of Practice and the Data Protection Act.

General

50 The Site office will be manned every day of the week and closed at weekends.

Special Rules – Blagdons Storage

51 Users of our Site shall observe and conform to the byelaws, rules and regulations of the Cattewater Harbour Authority, Queens Harbour Authority and Plymouth City Council or the equivalent port and local authorities from time to time.

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