

ALTON WATERSPORTS: TERMS AND CONDITIONS FOR PERMIT HOLDERS OF ANY TYPE **[INCLUSIVE OF ALL DAY LAUNCH PERMITS, LAUNCH ONLY PERMITS, HIRE PERMITS ETC.]**

1. DEFINITIONS

| | |
|-------------------------------|--|
| 'Accompanying Vehicle' | Any vehicle which is used by the Permit Holder on the Premises to transport or otherwise assist in the movement of a Craft |
| 'Application' | Permit Application Form 01 April 2023 to 31 March 2024 |
| 'Company' | Anglian Water Services Limited |
| 'Craft' | Any such vessel owned by the Permit Holder to which a Permit has been granted by the Company |
| 'Expiration Date' | The date upon which a Permit states it expires |
| 'Notice' | Notice in writing served in accordance with the provisions of Clause 17 |
| 'Permit' | Authorisation for the Permit Holder to act in accordance with their completed Application |
| 'Permit Holder' | The individual(s) who owns the Craft, completes, and signs the Application and to whom a Permit is granted |
| 'Premises' | Alton Water Park, Stutton, Ipswich, Suffolk, IP9 2RY |
| 'Termination Date' | The date upon which the Company confirms that a Permit has been terminated |

2. PERMITS

- 2.1.** The issue of a Permit to the Permit Holder is subject to the Terms and Conditions as detailed within this document and the enclosed appendix: Rules of Sailing and Anglian Water Water Parks Byelaws 2014.
- 2.2.** A Permit shall only be issued to the owner of a Craft.
- 2.3.** A Permit is personal to the Permit Holder and is not transferable.
- 2.4.** A Permit can only be obtained from the Company and only upon completion of the Application and payment of the applicable fee (see Clause 4 below). Completion of the Application will not automatically result in the issue of a permit.
- 2.5.** The Company reserves the right to reject any Application without reason.
- 2.6.** Upon acceptance of an Application, the Company will provide the Permit Holder with a Permit in the form of a label. The Permit must be affixed to the Craft to which the completed Application relates.
- 2.7.** In the case of launch only Permits, the Permit must be affixed to the Accompanying Vehicle whilst that Accompanying Vehicle remains on the Premises.
- 2.8.** Permits must be produced upon request to any authorized representative of the Company whilst on the Premises.
- 2.9.** Children under the age of 16 that are using the water alone, must be signed onto the water by a responsibly adult.
- 2.10.** All Permit Holders and any other persons in the Craft must comply with the Rules of Sailing set out in Schedule 1.
- 2.11.** Failure to comply with the Rules of Sailing whilst on the water may result in the removal of the Permit.

3. OBLIGATION TO NOTIFY OF CHANGES

- 3.1.** The Company must be informed immediately of any changes to the information held on record regarding a Craft to which a Permit has been granted. This includes sale of the Craft (in which case the new owner's details must be provided to the Company) or if the Craft is to be removed from site.

4. FEES

- 4.1.** All fees are available from the Company upon request. Fees are not open for negotiation and may be subject to change without Notice.
- 4.2.** All fees and charges are payable in advance to the Company.

5. INSURANCE

- 5.1.** The Permit Holder agrees to hold public liability third party insurance cover to a minimum value of £5,000,000.00
- 5.2.** A signed declaration as to the Permit Holder's insurance will be required upon application for a Permit.
- 5.3.** A signed declaration as to the Permit Holder's insurance will be required on every occasion before proceeding onto the water.

6. CRAFT SPACES

- 6.1. All Craft spaces must be allocated by the Company. Failure to comply with this ruling will result in a Craft being removed to a secure location.
- 6.2. The Company reserves the right to re-allocate Craft spaces at any time.
- 6.3. The use of a space to advertise goods or services is strictly prohibited.

7. PONTOONS

- 7.1. Buoyancy aids or Anglian Water provided life jackets must be worn at all times on all pontoons.

8. CRAFT CLEANING & MAINTENANCE

- 8.1. Should the Permit Holder wish to clean or maintain their Craft, the Permit Holder shall report to Alton Water sports Centre.
- 8.2. The Permit Holder is forbidden from commencing any Craft cleaning or maintenance outside of the Allocated Areas.

9. USE OF WATER & ELECTRICITY ON SITE

- 9.1. The Permit Holder will not be automatically entitled to this service.
- 9.2. A charge will be payable (in advance) by the Permit Holder for the use of water on site (with the exception of the wash down station).
- 9.3. A charge will be payable (in advance) by the Permit Holder for the use of electricity on site.
- 9.4. The Permit Holder may be asked to sign for the use of the tap key. Failure to return the tap key the same day to the Alton Watersports Centre will incur a charge of £10.00.
- 9.5. The Permit Holder is entitled to reasonable use of the wash down station free of charge.

10. ACCOMPANYING VEHICLES

- 10.1. Accompanying vehicle(s) must be identified on the "Alton Watersports Water Safety Sign on Sheet".

11. BIO SECURITY - CHECK CLEAN & DRY

- 11.1. The Permit Holder will observe the CHECK, CLEAN and DRY policy. The guidelines for the policy are found at www.nonnativespecies.org/checkcleandry.
- 11.2. If the Permit Holder, or any person(s) accompanying the Permit Holder, are found not to have upheld the bio security standards and policies they will be refused access to the Premises.
- 11.3. The Company reserves the right to immediately terminate the Permit Holder's Permit should standards and policies not be adhered to.
- 11.4. All persons attending the Premises shall uphold any bio security measures set in place by the Company regarding Craft, clothing, PPE and accessories used on or in the water, before leaving the Premises.

12. SAFETY

- 12.1. The Company shall use its reasonable endeavours to provide a safety boat.
- 12.2. The Company will display all sailing restrictions at the Alton Watersports Centre.
- 12.3. The Company may, from time to time, display weather conditions and additional safety information at the Alton Watersports Centre.
- 12.4. The Permit Holder shall only proceed onto the water if: The yellow flag is flying
 - 12.4.1. The Permit Holder has registered at the Alton Watersports Centre; A Company safety boat is available.
- 12.5. The Permit Holder will sign out with the Alton Watersports Centre as soon as reasonably practicable after exiting the water.
- 12.6. The Permit Holder and any person accompanying the Permit Holder will adhere to all restrictions on sailing at all times. The Company reserves the right to immediately terminate the Permit Holder's Permit should the Permit Holder or anyone using the Craft or accompanying the Permit Holder breach any restriction.

13. TERMINATION

- 13.1. The Company may terminate any Permit at any time without reason.
- 13.2. Failure to comply with any of the Terms and Conditions within this document or the enclosed appendix will result in termination of a Permit.
- 13.3. The Company may terminate any Permit by:
 - 13.3.1. Verbal notification to the Permit Holder by a representative of the Company; and /or
 - 13.3.2. Notice to the Permit Holder in accordance with clause 17.
- 13.4. The Termination Date will be the date upon which verbal notification or Notice is given to the Permit Holder.
- 13.5. The Company will not refund any sums to the Permit Holder upon termination of their Permit.
- 13.6. Upon termination of the Permit the provisions of clause 19 shall apply.

14. EXPIRATION

- 14.1. All Permits will automatically expire on an Expiration Date as provided by the Company.
- 14.2. In the absence of an Expiration Date, all Permits will expire on 31 March each year.
- 14.3. Upon expiration, a Permit will no longer entitle the Permit Holder to any of the services to which the Permit relates, and the provisions of Clause 19 shall apply

15. EARLY SURRENDER

- 15.1. The Permit Holder may surrender their Permit to the Company at any point by providing Notice of their surrender and returning the Permit to the Company.
- 15.2. The Company will not provide any refund to the Permit Holder for early surrender of any Permit.
- 15.3. Upon the date that the Permit Holder surrenders the Permit the Permit shall terminate.

16. NOTICE

- 16.1. Notice will be given by one of the following means:
 - 16.1.1. First class post - Notice deemed given the second business day after it was posted; and / or
 - 16.1.2. Electronic mail - Notice deemed given the day the email is sent, provided it is sent before 16:30pm on that day.

17. LIABILITY

- 17.1. All Permit Holders' Craft, Accompanying Vehicles and other property are left at the Premises at the Permit Holder's risk. The Company accepts no responsibility for any loss, theft, damage or deterioration to the Permit Holders' Craft, Accompanying Vehicles, or property.

18. REMOVAL & SALE OF CRAFT

- 18.1. The Permit Holder has 7 days from the Expiration Date or Termination Date, whichever date is sooner, to remove their Craft from the Premises.
- 18.2. If the Craft is not removed within 7 days of the Expiration or Termination Date, whichever date is sooner, the Company shall have the unfettered right to remove and sell the Craft without Notice to the Permit Holder.
- 18.3. To facilitate the removal, sale and/or disposal of the Craft, the Permit Holder irrevocably appoints the Company as its Agent to do any act or thing required to remove, sell and/or dispose of the Craft.
- 18.4. The Permit Holder agrees:
 - 18.4.1. That the Company shall be entitled to recover from the Permit Holder the cost of removing, selling and/or otherwise disposing of the Craft. The Company shall be entitled to recover these costs directly from the proceeds of sale or, where there are insufficient proceeds of sale to fully cover these costs, the Company shall be entitled to recover all outstanding costs from the Permit Holder directly.
 - 18.4.2. That upon the Company exercising its power of sale of the Craft in accordance with clause 19:
 - 18.4.2.1. The Company shall (within 7 days of the sale taking place) inform the Permit Holder of the sale (and request that the Permit Holder sends its bank details to the Company) by writing to the Permit Holder at the address stated in the Permit Holder's Application; and

- 18.4.2.2. The proceeds of sale of the Craft shall be first used to discharge the costs incurred by the Company in connection with the removal and sale / disposal of the Craft and the remaining balance (if any) shall be returned to the Permit Holder PROVIDED THAT the Permit Holder has responded to the Company's notice sent pursuant to clause 19.4.2.1 above.
- 18.4.3. In the event that the Permit Holder does not provide its bank details in accordance with clause 19.4.2.1 above within 90 days of the date of the Company's notice, the Company shall retain the entire proceeds of sale and the Permit Holder shall have no further claim against the Company.
- 18.4.4. The Company relies upon the representation made by the Permit Holder that the Permit Holder is the legal owner of the Craft and accordingly the Permit Holder indemnifies the Company against any and all liability, claims, proceedings, costs, damages and/or expenses it incurs caused by or in connection with any 3rd party who claims legal title to the Craft.

Schedule 1 Rules of Sailing

ALTON WATERSPORTS CENTRE/ANGLIAN WATER SERVICES - RULES OF SAILING 2023-2024

- A valid permit is required before launching.
- I.R.P.C.S [*International Regulations for Preventing Collisions at Sea*] sailing rules apply.
- All water users must keep 25 metres from fishermen.
- All cars must display a valid launch permit and park within designated spaces only.
- Children under 16yrs old using the water alone must be signed onto the water by a responsible adult who must remain on site.
- All dogs must be kept on a lead onsite.
- Dogs are not permitted to enter the water under any circumstances.
- No person shall enter or leave the site other than by access roads or other points of entry provided for that purpose.
- No engines/outboards shall be used on Alton Water unless prior written permission has been given by Anglian Water.
- No person shall, without the consent of Anglian Water, enter any part of Alton Water, designated as a nature reserve.
- All water users must take notice of any safety advice given by Alton Water sports Centre staff, including any restricted areas of sailing, which may change daily due to events or special occasions.

INSURANCE

- All craft must hold a minimum of £5,000,000.00 public liability/third party insurance.

BUOYANCY AIDS & LIFE JACKETS

- No person shall, without the consent of Anglian Water, use or be a passenger on any craft without wearing a buoyancy aid or an Anglian Water Supplied life jacket. Windsurfers are permitted to sail without a buoyancy aid provided a suitable harness is worn whilst on the water.
- No person shall, without the consent of Anglian Water, venture onto any pontoon without wearing a buoyancy aid or an Anglian Water supplied life jacket.

LAUNCHING

- No person shall launch any craft when Alton Water sports Centre is closed.
- No person shall proceed onto the water without first registering at the Water sports centre reception.
- All craft shall uphold the "Check, Clean and Dry policy" and any bio security measures set in place by Alton Water sports Centre/ Anglian Water Services, before proceeding to launch on Alton Water.
 - Craft that have not upheld the bio-security standards and policies set in place will be refused access to Alton Water.
- All persons shall uphold any bio security measures set in place by Alton Water sports Centre/ Anglian Water regarding craft, clothing, PPE and accessories used on or in the water, before leaving site.
- No person, without the consent of Anglian Water, may launch a boat or board onto Alton Water, from any other area except that of the designated launching area on the shore directly outside the Water sports Centre Building and between the bays on either side to the east and west.
- Any person launching a craft shall take responsibility for controlling it safely both on land and on water and be responsible for the safety of all its occupants and of the general public.
- Any person launching a craft must be competent to sail and control said craft.
- Any trailer used to carry or launch/recover a craft must be in a suitable condition and fit for the purpose intended.
- No person shall launch/recover a craft using any form of ROPE attached to a vehicle.
- All water users must immediately report to the Water sports Centre upon leaving the water to "sign off".
- All cars / trailers must park in the designated parking areas. No parking on the slipway.
- Dogs are permitted on board sailing craft/ board or boat with prior consent given by Anglian Water and a dog buoyancy-aid must be worn at all times. However, dogs are NOT permitted to enter the water under any circumstances.

PADDLE CRAFT: Canoes, Kayaks and SUP's

- All paddle craft (both hired and private) must remain within the designated area unless permission is obtained from Alton Water sports Centre Management.
- Inflatable craft such as canoes, kayaks, row boats, sailing boats etc. are NOT PERMITTED to launch on to Alton Water.
- Inflatable SUPs are permitted but must remain within the designated area. A launch fee applies, and insurance is still required for Inflatable Stand Up Paddle boards.
- The IRPCS rules apply to all water users.
- Enclosed kayaks may only access the water in a group with a minimum of 2 craft.

PONTOON

- No person shall venture onto any pontoon without a buoyancy aid, or an Anglian Water provided life jacket.
- No person shall clean their boat with chemicals whilst afloat on Alton Water.
- No person shall clean their boat on land, with chemicals, unless prior consent is given by Anglian Water.

OVERLOADING CRAFT

- No person shall use or sail any boat carrying more than the maximum number of persons recommended by the manufacturer or in a manner which causes the boat to be, in the opinion of Anglian Water, overloaded.

NON-BOATING SPORTS AND ACTIVITIES

- No person shall bathe, swim, wade, paddle, jet ski, kite surf, water-ski, ice skate or carry out any other activity involving contact with water in Alton Water except with consent of Anglian Water.

CONSIDERATION FOR OTHER WATER USERS

- No person shall use or sail any boat or craft without reasonable consideration for other persons enjoying the amenities of Alton Water.
- No person shall use or sail any boat or craft in such a manner or at such a speed as to cause annoyance, undue inconvenience, or danger to any other person sailing, fishing, (from a boat or on the shoreline) or enjoying the amenities of Alton Water.
- No person shall for any unreasonable amount of time, prevent any other person on the water exercising such rights as they may be entitled to exercise. No person shall intentionally disturb, interrupt, or annoy any person in the proper enjoyment of Alton Water, or engage in any game, sport or other activity, which may endanger this person.

HARASSMENT/ NOISE

- No person shall use offensive language, mark, or permit to make any noise to the reasonable annoyance of other persons at Alton Water.
- Alton Water sports Centre staff should be treated with respect at all times. Anti-social behaviour or abuse of any kind will not be tolerated.

POLLUTION AND LITTER

- No person shall cause or permit any poisonous, noxious, or polluting matter to enter in or on Alton Water.
- No person shall leave on any part of Alton Water any litter or waste of any nature with intent to abandon it, provided that this byelaw shall not apply to leaving rubbish in receptacles specifically provided for it nor to the tipping or depositing of materials approved by Anglian Water in the course of operation and places which Anglian Water has authorised.

SALE OF GOODS

- No person shall sell, offer to sell, expose, or hire any product, equipment, service, food or refreshments onsite for reward without consent from Anglian Water.

OBSTRUCTION

- No person shall intentionally obstruct, disturb, or interrupt any authorised officer in the proper execution of their duty.

FIRES, FIREWORKS AND BARBEQUES

- No people shall, without the consent of Anglian Water, light any fire or discharge any fireworks at Alton Water.
- No person shall light a barbecue at Alton Water except in any designated areas for such use.
- No disposable barbecues allowed on Anglian Water sites except in the designated areas for such use.
- No person shall abandon, throw or let fall at Alton Water any lighted match, lighted cigarette, or any other article containing any inflammable gas or spirit or any inflammable substance, or any bottle or broken glass so as to cause or to be likely to cause damage by fire.

Any persons found in contravention of these rules may be asked to leave the site and/or banned from Anglian Water reservoirs

These rules of sailing are produced in addition to the Anglian Water Water Park byelaws.

Copies of the byelaws are obtainable from Alton Water Park upon request or visit <https://anglianwaterparks.co.uk/water-park-byelaws>

If you would like anymore help or information regarding the Rules of Sailing at Alton Watersports Centre please contact us on 01473 328408 or e-mail altonwatersports@anglianwater.co.uk

By making payment you are agreeing to these terms and conditions.