

# Port Waste Management Plan – Front Sheet

Annex B

<b>Port Details</b>	
Port:	Port of Milford Haven
<b>Port Authority or Harbour Master Details</b>	
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Telephone:	01646 696100
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<b>Web Resources</b>	
*Port website:	<a href="http://www.mhpa.co.uk">www.mhpa.co.uk</a>
*Port Waste Management Plan web link:	

\*If available

<b>Service Provider Details</b>	
Name:	Greenacres Skip Hire (General & Recycle Waste)
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Telex:	
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E-mail:	<a href="mailto:info@greenacresskiphire.com">info@greenacresskiphire.com</a>
<b>Web Resources</b>	
*Website:	<a href="http://www.greenacresskiphire.com">www.greenacresskiphire.com</a>

\*If available

## Port Waste Management Plan – Front Sheet Guidance:

Please fill in the contact details on the first sheet, these being the 'Port Details' as well as the 'Service Provider Details' for each port waste service provider used by the port. Additional contact details sheets can be added if more than one service provider is used by the port.

The following 'Port Reception Facilities' sheets should contain the basic facilities information that you would normally need to pass on to ships requesting use of your facilities. Such details should be included for each facility available at the port concerned. Guidance for each field follows:

<b>Type of facility:</b>	Usually: <ul style="list-style-type: none"><li>• Fixed;</li><li>• Tanker or Barge; or</li><li>• Tank Truck/Portable Tank.</li></ul> Alternatively, less common types may be entered in to this field if used.
<b>Discharge restriction/limitations:</b>	This section records the quantity limits and discharge rates applied to a ship using the facility. Any further restrictions on facility use can be entered into the 'Other' field.
<b>Availability of the reception facility:</b>	Usually: <ul style="list-style-type: none"><li>• 24 hours a day, 7 days per week;</li><li>• 24 hours a day, 5 days per week;</li><li>• Business hours only, 7 days per week; or</li><li>• Business hours only, 5 days per week.</li></ul> Alternative variants may be entered to suit.
<b>Minimum prior notice required (hours):</b>	Simply the minimum notice period as advertised to customers.
<b>Charging system:</b>	Usually: <ul style="list-style-type: none"><li>• Free-of-charge;</li><li>• Cost included in port dues; or</li><li>• Cost charged in addition to other services.</li></ul> Alternative charging system variants may be entered to suit.
<b>Additional information:</b>	Use this field to highlight any other relevant requirements or restrictions usually communicated to ships wishing to use the facility concerned.

Ensure that you place this form at the front of your Port Waste Management Plan. Should there be a significant change in the information that must be recorded on this form, please send an updated copy through to your local Maritime and Coastguard Agency Marine Office as soon as is reasonably practicable.

Please contact your local Maritime and Coastguard Agency Marine Office if you need any further guidance on adding this information to your Port Waste Management Plan.

**Port Reception Facilities**

**Annex I**

	Oily bilge water	Oily residues (sludge)	Oily tank washings (slops)	Dirty ballast water	Scale and sludge from tanker cleaning	Oily mixtures containing chemicals
Type of facility	N/A	N/A	N/A	N/A	N/A	Portable Tank IBC in bunded area
Minimum quantity (m <sup>3</sup> )						No minimum quantity
Maximum quantity (m <sup>3</sup> )						6-10 cubic meter
Maximum discharge rate (m <sup>3</sup> /h)						
Other						
Availability of the reception facility	N/A	N/A	N/A	N/A	N/A	24 hours a day, 7 days per week.
Minimum prior notice required (hours)	N/A	N/A	N/A	N/A	N/A	None
Charging system	N/A	N/A	N/A	N/A	N/A	Costs recharged to Dock Users Costs included in Marina Fees
Additional information	N/A	N/A	N/A	N/A	N/A	N/A

Discharge restriction/limitations

Port Reception Facilities					
	Annex II	Annex IV	Annex V	Annex VI	
	Chemical/NLS	Sewage	Garbage	Ozone-depleting substances	Exhaust gas-cleaning residues
Type of facility	N/A	N/A	2 x 12cu Yard Open Skip 1 x 8cu Open Skip	N/A	N/A
Minimum quantity (m <sup>3</sup> )			No minimum quantity		
Maximum quantity (m <sup>3</sup> )			350 cubic meter		
Maximum discharge rate (m <sup>3</sup> /h)					
Other					
Discharge restriction/limitations					
Availability of the reception facility	N/A	N/A	24hrs a day, 7 days per week	N/A	N/A
Minimum prior notice required (hours)	N/A	N/A	24hrs Notice – Docks No Notice – Marina	N/A	N/A
Charging system	N/A	N/A	Cost included in Port Dues Cost included in Berthing Fees	N/A	N/A
Additional information	N/A	N/A	N/A	N/A	N/A

# MILFORD DOCK

## WASTE MANAGEMENT PLAN 2021



The plan(s) is/are approved in accordance with the SI 2003 No. 1809 - The Merchant Shipping and Fishing Vessels (Port Waste Reception Facilities) Regulations 2003 as amended.

  
23/05/2021



## CONTENTS

AIM	3
Overall Management Objectives	3
<b>INFORMATION</b>	<b>4</b>
General Information	4
Site, boundaries & regional context	4-5
Legislation	6-7
Future legislation	8
Vessels using Milford Docks	9
Notification Procedures and Documentation	10
Waste Production - Commercial	11
Waste Production - Recreational	12
Waste Reception Facilities	13-14
Waste Cost, Type & Capacity	13-14
<b>EVALUATION OF WASTE RECEPTION NEEDS OF VESSELS</b>	
Evaluation of Performance of Reception Facilities for Vessels	15
<b>STRATEGY FORMULATION</b>	
Waste Management Strategies	16-16
<b>CODES OF PRACTICE</b>	<b>19</b>
Education & Awareness	19
Consultation	20
<b>IMPLEMENTATION &amp; CONTROL</b>	<b>21</b>
Annual Programme	21
<b>APPENDIX 1 - USEFUL CONTACTS</b>	<b>22</b>
<b>APPENDIX 2 - DOCKS ARRIVAL FORM</b>	<b>23-24</b>
<b>APPENDIX 3 - WASTE FACILITIES DETAILED IN MARINA HAND BOOK</b>	<b>25-27</b>
<b>APPENDIX 4 - WASTE FACILITIES DETAILED IN MARINA CONTRACT</b>	<b>28-29</b>

## **AIM**

To provide users of Milford Docks with efficient, effective and sustainable waste management facilities. This plan is produced, maintained and reviewed by the Milford Docks Manager in consultation with the Environmental Manager. The requirements, views and practices of tenants and regular users are considered in the periodic review of this plan. The plan is implemented by operational site staff under the supervision of the Milford Docks Manager.

## **Overall Management Objectives**

- to fulfil Milford Docks & Milford Marina's legal duties with regard to waste management;
- to consult with users in the development and implementation of waste management strategies and measures;
- to minimise production of waste wherever possible;
- to reduce costs of waste disposal by minimising waste collected by private contractors;
- to reuse or recycle waste wherever possible;
- to dispose of waste wisely in order to minimise negative environmental effects;
- to promote education and awareness of wise waste management.

## INFORMATION

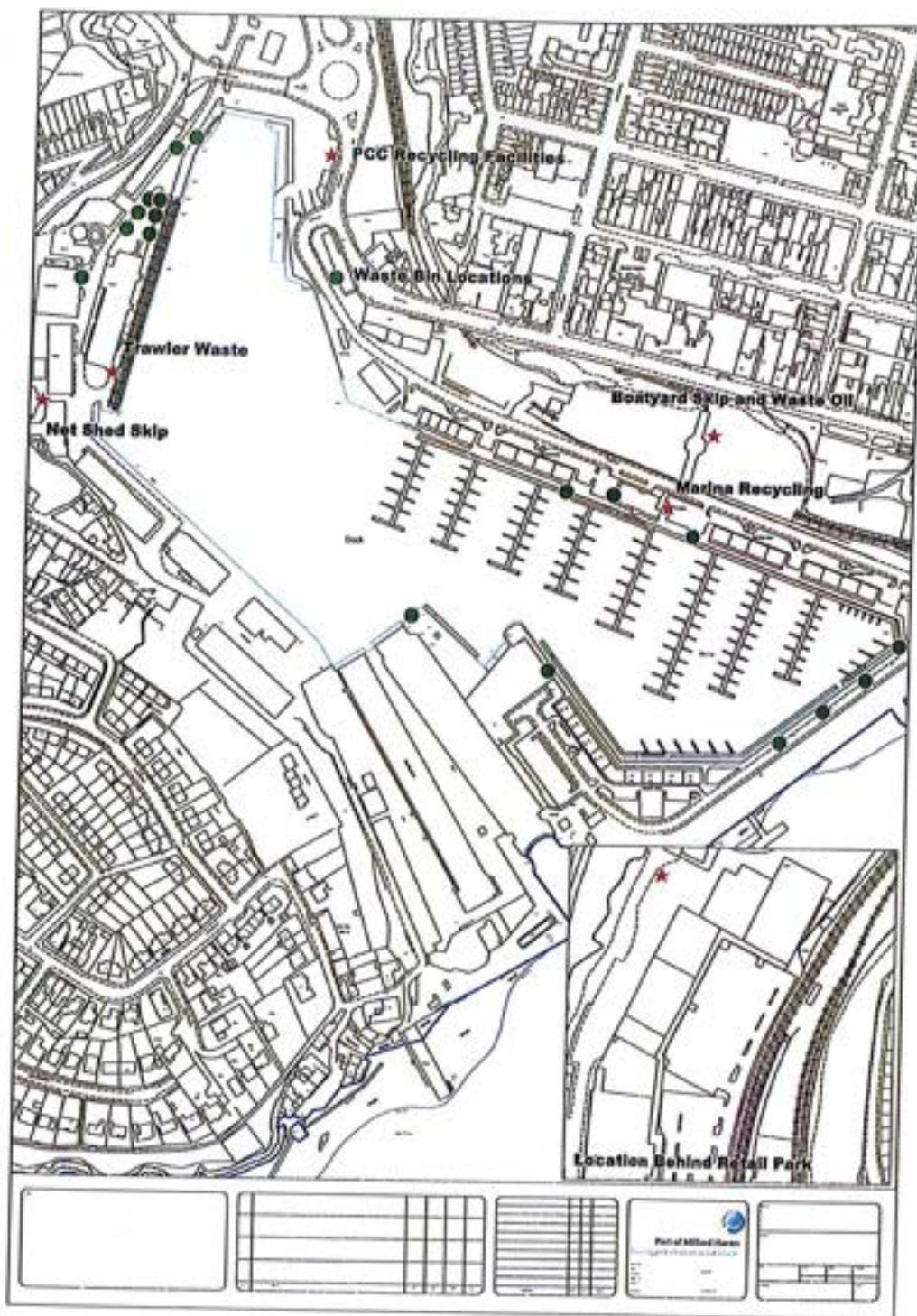
### General Information

#### Site, boundaries & regional context

Milford Docks is situated on the northern side of Milford Haven in the county of Pembrokeshire, Wales. The main town of Milford Haven lies to the east with the suburbs of Hakin and Hubberston to the west. Access by road is via the A4076(T) and by rail with Fishguard and the rest of South Wales via Haverfordwest.

Milford Docks is part of Milford Haven which is managed by Port of Milford Haven. The Docks waste management system is part of an overall waste management scheme for the Haven as a whole. A number of facilities listed in the Port of Milford Haven Port Waste Reception Plan are covered in the Milford Docks Waste Management System, namely: Milford Docks, Fishing and Marina.

# MILFORD DOCKS – LOCATION OF WASTE FACILITIES



## Legislation

- Directive (EU) 2019/883 of the European Parliament and of the Council of 17 April 2019 on port reception facilities for the delivery of waste from ships, amending Directive 2010/65/EU and repealing Directive 2000/59/EC (for information only)
- The Merchant Shipping and Fishing Vessels (Port Waste Reception Facilities) Regulations SI 2003/1809
- The Merchant Shipping and Fishing Vessels (Port Waste Reception Facilities) (Amendment) Regulations 2009 – SI 2009/1176.
- The Merchant Shipping and Fishing Vessels (Port Waste Reception Facilities) (Amendment) Regulations 2016 – SI 2016/1211.
- The Merchant Shipping (Prevention of Pollution from Noxious Liquid Substances in Bulk) Regulations 2018 – SI 2018/68
- Merchant Shipping (Prevention of Pollution by sewage and garbage from Ships Regulations 2008, as amended SI 2008/3257.
- Marine Guidance Note 563 – Guidance on The Merchant Shipping and Fishing Vessels (Port Waste Reception Facilities) Regulations 2003 and Amendments – Amendment 1
- Marpol 73/78 Annex IV, V and VI.

Port of Milford Haven must follow procedures for the disposal, carrying or receiving of special waste set down in the Special Waste Regulations, 1996. Port of Milford Haven must also comply with the “duty of care” as laid out in section 34 of the Environmental Protection Act, 1990. The Company must take all measures to prevent the escape of waste from its control and to ensure that waste is transferred only to an authorised person and is accompanied by a written description of the waste. Berth holders and tenants are responsible for their waste until it is placed in the Company’s waste receptacles. The Company then becomes responsible for it as the holder of the waste.

The UK requirements for Port Waste Management have since been updated with the Merchant Shipping and Fishing Vessels (Port waste Reception Facilities) Regulations as amended (SI 2003/1809, SI 2008/3257, SI 2009/1176, SI 2016/1211 and SI 2018/0068. This legislation requires Port of Milford Haven to provide adequate facilities for the reception of prescribed wastes from ships using the docks. The term “adequate” is interpreted as “without causing undue delay to, and according to the needs of those ships”. Prescribed wastes are cargo residues, noxious liquid substances and ship-generated waste.

The Merchant Shipping (Prevention of Pollution by Sewage and Garbage) Regulations 2008 (as amended) apply to ships including small craft and yachts and fishing vessels using Milford Docks. They prohibit the disposal of all plastics anywhere and control the disposal of material such as galley waste. The Maritime and Coastguard Agency, Department of Transport, is responsible for their implementation.

The Merchant Shipping and Fishing Vessels (Port Waste Reception Facilities) Regulations 2003 (as amended) require Port of Milford Haven to prepare a waste management plan with respect to the provision and use of facilities for prescribed wastes from ships using the docks.

Under SI 2003/1809 (as amended), Port of Milford Haven must consult persons and organisations who are affected by the provision and use of waste reception facilities. Records were kept of the quantities of prescribed wastes received in the docks in each of the past two calendar years and an estimate of the maximum amount of waste which might theoretically be received in future years. In addition, an estimate was made of the total amount, in each of the two preceding calendar years of waste retained on board ships using the docks for deposit outside the docks. Consideration must be given as to what type and capacity of waste reception facilities are appropriate to cater for the needs of ships using the docks and the amounts of wastes likely to be received in the docks.

Port of Milford Haven must consider the location of, and any conditions imposed for the use of, the reception facilities for prescribed wastes provided at the docks to ensure, as far as is reasonably practicable, that they are easy to use. The cost of using these facilities must be minimised by Milford Docks Company so that cost is not a disincentive. If a direct charge is made for depositing wastes, Milford Docks Company must explain why other methods were not considered practicable. Information on the location, procedures for use and cost of reception facilities must be provided to ships.

Part IV of the Environmental Protection Act 1990 requires Port of Milford Haven to keep their land clear of litter and refuse as far as possible.

Section 85 of the Water Resources Act, 1991 makes it an offence to cause or permit any polluting matter to enter controlled waters unless a discharge licence has been obtained.

An agreement was drawn up in 2000, between the UK Ministry of Agriculture, Fisheries and Food (MAFF) and the British Marine Federation (BMF) on the disposal of waste in marinas and boatyards. Now, all waste, including food, oily rags or garbage from boats must be securely bagged and put in a covered bin on shore at the marina. As long as the bin has a lid to keep out birds and is rodent proof, waste food can be mixed in with other trash.

MARPOL Annex IV regulates sewage from ships. MGN 631 and 632 advise that ports should provide facilities for the disposal of sewage when required by port users.

There are three significant changes under the new Regulations:

Ships must provide notification, before entry into the Port or terminal, of the waste they will discharge, including information on types and quantities. Fishing vessels (of whatever size) or recreational craft authorised to carry or designed to carry no more than 12 passengers are exempt from these Regulations.

Ships must deliver their waste to Port reception facilities before leaving the Port or terminal, unless they have sufficient dedicated storage capacity to store the waste until the next port of call and have followed the required notification.

Ships must pay a mandatory charge to make a significant contribution to the cost of Port Reception Facilities for ship generated waste, whether they use them or not. This does not apply to fishing vessels (of whatever size) or recreational craft authorised to carry or designed to carry no more than 12 passengers.

Under this legislation, the MCA may exempt ships from one or more of the following:

- Notification
- Mandatory delivery; and/or
- Paying a waste charge at each Port

Further details are contained in MGN 563 Amendment 1.

#### Future legislation

NB Changes to the relative status of the EU and the UK with respect to international catering waste came into force in 1st January 2021 despite governmental advice that this would not be so. Milford Dock does not currently offer facilities for reception of international catering waste, though Svitzer Marine at Port of Pembroke do offer such a service and are available for contract by vessels needing requiring disposal of ICW. The Port will work during 2021 to determine the feasibility of offering facilities for ICW disposal without third party contractors; the plan will then be amended accordingly.

#### Legislation

Each facility within Milford Haven must follow the procedures for the disposal of "Controlled Wastes" as defined in the Environment Protection Act 1990 regulations, Environmental Protection (Duty of Care) Regulations 1991, the Controlled Waste Regulations (England and Wales) 2012, the Special waste Regulation 1996 as amended, the Port Waste Facilities Regulations 2003 and 2009, Marpol Annex IV, V and V1.

#### Notification

It has been a requirement of Port of Milford Haven since 1<sup>st</sup> October 2003 that all vessels governed by the Port Waste Reception Facilities Regulations 2003, provide their Agent of the facility they are bound to in the Haven with a completed Schedule 2 "Information to be Notified" form before entry into the Port.

## Vessels using Milford Docks

### **Commercial Fishing Fleet**

UK, Belgian and Anglo Spanish trawlers frequently use Milford Docks. The movements of Belgian boats follow regular cycles. After spending 4 days in their home port of Zeebrugge or Ostend, they fish for 10-12 days during their passage to Milford Docks. They spend one to two days in the docks off-loading their catch, domestic waste and other waste. They leave to fish for 10 to 12 days on their passage back to their home port. Any waste oil is stored on board and disposed of there. Some boats follow a different pattern. After fishing for 10 -12 days on their passage from Belgium to Milford Docks, they spend 1 to 1.5 days in port and then leave to fish for 10 - 12 days but return to Milford Docks for 4 - 5 days, and fish again for 10 -12 days before returning to Milford Docks. They then fish on their passage to Belgium.

The Anglo Spanish trawlers tend to have irregular fishing cycles as they only visit Milford Docks for their annual compliance check, with regard to Spanish owned, but British registered vessels. In practice, the average is 12 times after spending around 14 days at sea. After leaving Spain it takes 52 hours to reach Milford where they may take on new oil. After spending 8 to 10 hours in port, the trawler fishes for 10 - 12 days and lands catch in Spain where the crew has two days' rest. This routine is altered if the trawler has to land fish in Milford Docks in which case it fishes for a further 10 - 12 days on its passage back to Spain, previously fishing for 10-12 days before coming into Milford. The freezer boats spend much longer periods at sea with a round trip from Spain to Milford and back, in all taking 90 days.

### **Other commercial vessels**

The Docks are used by a wide variety of commercial vessels with frequent visits from port tugs and pilot boats and infrequent visits from tankers, sail training boats, HM Customs cutters, barges, research and survey vessels. A number of trawlers, many of which are based on the South coast of England, make seasonal landings at the docks.

As noted above, Milford Docks currently does not offer any facilities for the reception of international catering waste, dunnage or untreated wood waste. Third party contractors are available to handle such wastes should the requirement arise, and the Port will work during 2021 to determine the feasibility and commercial value of offering reception facilities for ICW.

Certain types of hazardous waste are accepted at Milford Dock, i.e., WEEE, oil and oily wastes, batteries, paint, fluorescent tubes – such wastes are transferred to the hazardous waste management facility located on the eastern side of the dock.

### **Marina vessels & inshore fishing fleet**

Movements of inshore fishing vessels are seasonal with activity concentrated during the winter months (November until April) as above. Marina traffic is also seasonal in nature with the majority of use occurring during summer months. Activity is also governed by local weather conditions and tides.

## Notification Procedures and Documentation

All commercial vessel arrivals are usually notified 24 hours in advance by the agent, owner or master of the vessel. Regular users of the docks will have access to and will complete a Notification of Arrival Form (Appendix 2). Those vessels arriving unannounced or failing to produce the Notification of Arrival Form will be requested to complete an Arrival Form upon arrival (Appendix 2.) All forms have a section whereby the person completing the form can submit quantities of waste to be removed from the vessel.

Haven Marine Services (Dry Dock) will send notification of all waste to be discharged, including types of waste, quantities, costs and transfer notes to Port of Milford Haven on an individual basis.

Port of Milford Haven will inform the local MCA office in the event of a vessel either not sending prior notification, or if Port of Milford Haven believes that the vessel is not discharging enough waste ashore for disposal.

An order number will be raised for each skip that is tipped and returned. In the event of a ship specifically requesting a separate skip, or a specific method of waste removal, the costs will be borne exclusively by that vessel.

Transfer notes are held by Port of Milford Haven – scanned and stored electronically in a central location for Milford Docks and Marina and retained for three years.

Any inadequacy in the service provided by Milford Dock should be notified to the Supervisor as soon as possible in order that the situation can be rectified, in accordance with the requirements of Paragraph 19 of MGN563 Amendment 1. . Similarly, any non-compliance by any vessel seeking to dispose of waste will be reported to the nearest MO in accordance with Paragraph 21 *ibid*.

The notification can be by phone, electronic means or in writing. For telephone purposes the Marina Office, being manned 24 hours per day, every day; will have contact numbers for the Supervisor.

It is also important to recognise that to date all ships using Milford Dock use agents that are regularly in contact with the management of the Port. It is custom and practise for any inadequacies in any aspect of the functioning of the port to be raised immediately and solutions found.

## Waste Production

### Commercial

The following are commercial sources of waste within the Milford Docks area:

Table 1 - Commercial sources of waste within Milford Docks

Source	Type(s) of waste	Waste management
Inshore fishing quay	Waste from operation and maintenance of vessels (netting, rope, metal, tins, wood, oil, rags)	Yard tidied up frequently by Port of Milford Haven staff and waste disposed of in the dedicated trawler waste skip (located dock side).
	Domestic waste	Domestic Waste deposited in 12 CU Yard Skip (located dock side) Paper/Card/Plastic/Cans deposited in Recycle Wheelie Bins (located dockside).
	Electronic Waste	Collected and stored in WEEE Recycle Bin (located dockside).
	Marine Litter caught in nets at sea	Disposed of in dedicated Fishing for Litter 8 CU Yard Skip (located dock side).
Offshore Fishing Vessels	Domestic waste	Solid waste deposited in 12 CU Yard Skip and Recycle Units located dockside. Waste collected from quayside by prior arrangement with Milford Docks.
	Metal waste	Deposited in dedicated 8 CY Yard Trawler Waste Skip (located in Marina compound).
	Fish offal/sewage	Offal, food waste and sewage dumped at sea.
	Netting/rope	Deposited in dedicated 8 CY Yard Trawler Waste Skip (located dockside).
	Marine Litter caught in nets at sea.	Disposed of in dedicated Fishing for Litter 8 CU Yard Skip (located dock side).
	Oil	Oil collected via 45-gallon drums by arrangement with Milford Docks staff (stored in banded area in Boatyard) or pumped-out in vessels home ports.
	Batteries	Batteries collected by arrangement with Milford Docks staff and stored in dedicated area in Boatyard.

**Waste Production**

**Recreational**

The following are recreational sources of waste within the Milford Docks area:

**Table 2 - Recreational sources of waste within Milford Docks**

Source	Type(s) of waste	Waste management
1. Vessels in marina	Domestic & Recycle waste	Domestic waste deposited in General Waste Bins and Recycle Bins behind Marina Control.
	Glass/Cans/Plastic/Paper	Deposited in Recycle Wheelie Bins located behind Marina Control.
	Waste oil / Filters Batteries / Paint	Oil, batteries, paint, chemicals are stored in a dedicated covered and bundled area in the boatyard at the rear of the Marina Building.
	Metal	All metal deposited in dedicated. 12 CY Yard Skip (located in Boatyard).
	Wood	All wood deposited in dedicated. 12 CY Yard Skip (located in Boatyard).
	Electronic Waste	Collected and stored in WEEE Recycle Bin (located in Boatyard).
	Fluorescent Lighting Tubes	Deposited and stored in separate recycle unit (located in Boatyard).

## Waste Reception Facilities

This section provides details of waste reception facilities managed by Port of Milford Haven. A summary table is compiled of the cost, type and capacity of port waste reception facilities from the preceding tables which give data by waste type.

Table 3 - Cost, type and capacity of garbage waste reception facilities - Docks

Garbage Reception Facilities Commercial	Dockside Quay Domestic skip	Dockside Quay Trawler Waste Skip (Fish For Litter)	Recycle Wheelie Bins Paper/Card/Cans/Plastics	WEEE Wheelie Bin
Type & size of facility	12 CU Yard Skip	8 CU Yard Skip	1100 Litre x 2	1100 Litre
Frequency of emptying (where applicable)	1/per month approx.	1/per month approx.	2/per month approx.	1/per annum
Annual capacity of facility	52,000 kg	52,000 kg		
Cost of using facility	Included in Dock fees	Included in Dock fees	Included in Dock fees	Recharge
Direct costs of operating facility	£80.00 per skip + waste disposal weight at £135.00 per tonne	£70.00 per bin + waste disposal weight at £135.00 per tonne	£11.00 per Bin	£22.00 per Bin

Table 4 - Cost, type and capacity of garbage waste reception facilities - Marina & Boatyard

Garbage Reception Facilities Leisure	General Waste Wheelie Bins (located in compound at Marina Control)	Recycle Wheelie Bins Paper/Card/Cans/Plastics/Glass	Boatyard Skip (located in compound in Boatyard)	Metal Skip (located in compound in Boatyard)	WEEE Wheelie Bin Fluorescent Tubes
Type & size of facility	1000 Litre x 3	1100 Litre x 2	8 CU Yard Skip	8 CU Yard Skip	1100 Litre
Frequency of emptying (where applicable)	2/per week approx.	2/per week approx.	1/per month approx.	4/per annum Approx..	1/per annum
Annual capacity of facility	52,000 kg		52,000 kg	52,000 kg	
Cost of using facility	Included in Marina fees	Included in Marina fees	Included in Marina fees	Included in Marina fees	Recharge
Direct costs of operating facility	£27.00 per Bin	£11.00 per Bin £7.50 per glass Bin	£80.00 per skip + waste disposal weight at £135.00 per tonne	£80.00 per skip Rebate confirmed upon price of collection	£22.00 per Bin

Table 5 - Cost, type and capacity of oil waste reception facilities at Milford Docks and Marina (located in Boatyard)

<b>Oil Reception Facilities</b>	<b>Marina Boatyard Oil tank - Milford Dock &amp; Marina</b>
<b>Type &amp; size of facility</b>	1100 litre tank
<b>Method of use (where applicable)</b>	Oil from marina and docks vessels collected in main bunded tank.
<b>Frequency of emptying (where applicable)</b>	When full by authorised waste contractor LAS Recycling - contact details in Appendix 1
<b>Annual capacity of facility</b>	52,000 litres
<b>Cost of using facility</b>	No direct cost for Marina – Costs recharged to Dock Users
<b>Direct costs of operating facility</b>	Approximately £135.00 per occasion to empty tank

The Docks does not provide reception facilities to the commercial and fishing vessels for sewage and black water at present. However, if required this can be arranged and carried out by a third-party contractor – Wales Environmental (details in Appendix 1). Waste noxious liquids do not arise from current vessels at present.

## **Evaluation of Performance of Reception Facilities for Vessels**

The marina bins and recycle facilities for receiving garbage is located within easy reach of the dock basin and have an annual capacity of 52,000 kg, based on one round of emptying per week. Waste arising from leisure craft is seasonal in nature with a peak occurring during the summer months.

Garbage deposited in Milford Docks by commercial vessels is placed in the net shed skip, trawler waste skip and recycle bins located in the Docks Waste Compound on the Quay (Hakin Wharf), this is emptied as required, usually on average once a month. The annual capacity for solid wastes that can be received by the trawler skip is 52,000 kg per annum (based on one skip per month).

A covered and bunded facility for waste oil and other materials is now located within the boat yard. This is a purpose-built facility to accommodate all hazardous waste and is regularly monitored by Docks/Marina staff.

The majority of oil and hazardous waste from the commercial trailers is landed at their respective home ports in both Belgium and Spain. Any material required to be landed at Milford Docks is deposited in the boat yard bunded facility and recharged, however, this is a rare occurrence.

Commercial Users are informed of the waste reception facilities via the Notification of Arrival Forms which is submitted by the agent or master 24hrs prior to arrival at Milford Docks, this allows the vessel the opportunity to declare waste to be landed. The waste facilities are detailed on the Milford Fish Docks website, promotional materials and also signs on the Docks and Waste Compound.

In terms of the leisure users, written information on the waste facilities is detailed in the Marina Handbook, berthing contracts and signage on site. This approach has been effective in educating users of the location and means of use of reception facilities. There is no direct charge for use of waste reception facilities and cost is, therefore, not a disincentive to use.

Strategy Formulation

Waste Management Strategies

Table 6- Waste reception strategies for commercial fishing fleet (Trawlers)

Waste	Objective	Management Solution	Cost	Destination & Treatment
domestic waste	<ul style="list-style-type: none"> <li>minimise waste generated at sea</li> <li>segregate and recycle waste on site</li> <li>Fishing for Litter</li> </ul>	<ul style="list-style-type: none"> <li>encourage purchase of goods with minimum packaging and removal of unnecessary packing prior to leaving Docks.</li> <li>encourage recyclable waste items to be cleaned at sea and organic waste separated from other waste.</li> <li>encourage and publicise the Fishing for Litter Scheme</li> <li>dedicated waste disposal facilities made clear to fishing agents and also to be made clear on arrival form.</li> <li>collect data on waste facilities required.</li> <li>details of oil disposal arrangements and other waste reception facilities should also be included.</li> <li>seek feedback from shipping agent and boat skippers.</li> </ul>	<p>£80.00 per skip + £135.00</p> <p>Ensure clear signage for recycle bins – low cost reducing costs to landfill and quantities</p>	<p>some wastes segregated and recycled in wheelie bins provided.</p> <p>non-recyclable material collected by private contractor and disposed of in landfill</p>
deck waste	<ul style="list-style-type: none"> <li>collect &amp; recycle where possible</li> </ul>	<ul style="list-style-type: none"> <li>MHPA staff to collect waste and segregate into recycle wheelie bins on site.</li> </ul>	<p>low-cost £11.00 per recycle bin</p>	<p>recyclable material collected by private contractor</p>
oil	<ul style="list-style-type: none"> <li>collect &amp; recycle</li> </ul>	<ul style="list-style-type: none"> <li>MHPA staff to collect or deliver drums. Record data.</li> <li>arrange for waste oil contractor to pump-out drums when 180 gallons has been collected.</li> </ul>	<p>no direct cost and revenue generated</p>	<p>waste oil recycled via Milford Docks or in home port</p>

Table 7 - Waste reception strategies for inshore fishing fleet (sub 10m vessels)

Waste	Objective	Management Solution	Cost	Destination & Treatment
domestic waste	<ul style="list-style-type: none"> <li>minimise waste generated at sea</li> <li>segregate and recycle paper, cans, tins, bottles from other materials</li> </ul>	<ul style="list-style-type: none"> <li>encourage purchase of goods with minimum packaging and removal of unnecessary packing prior to leaving Docks.</li> <li>encourage waste items to be cleansed at sea.</li> <li>ensure that the inshore fleet are aware of the location of the Docks Waste Compound and facilities in place fishermen's compound.</li> <li>seek feedback from inshore fishermen.</li> <li>encourage inshore fleet to engage in Fishing for Litter Scheme</li> </ul>	<p>£80.00 per skip + £135.00</p> <p>Promotion through marina newsletter, website and monthly berth holder coffee mornings on waste facilities and procedures</p>	<p>non-recyclable material collected by private contractor and disposed of in landfill</p> <p>Recycle waste collected by private contractor.</p>
other solid waste	<ul style="list-style-type: none"> <li>recycle waste material if possible</li> </ul>	<ul style="list-style-type: none"> <li>collect waste when requested from inshore fishermen's compound.</li> <li>Docks staff to segregate recycle waste and place in recycle bins on site</li> <li>seek feedback from inshore fishermen.</li> </ul>	low-cost	unrecyclable material disposed of in landfill by private contractor
oil	<ul style="list-style-type: none"> <li>collect &amp; recycle</li> </ul>	<ul style="list-style-type: none"> <li>Inform inshore fishermen of waste oil collection procedure.</li> <li>provide reusable waste oil containers and a collection drum in compound.</li> <li>collect full drum when necessary and replace with empty drum.</li> <li>arrange emptying of drums by authorised waste contractor as necessary.</li> </ul>	<p>£11.00 per recycle bin</p> <p>Low cost</p> <p>Third Party Contractor costs recharged</p>	<p>Recycle waste collected by private contractor.</p> <p>waste oil recycled</p>

Table 8 - Waste reception strategies for marina users (yacht and motor vessels)

Waste	Objective	Management Solution	Cost	Destination & Treatment
domestic waste	<ul style="list-style-type: none"> <li>minimise waste generated at sea</li> <li>segregate and recycle paper, cans, tins, bottles glass, plastic from other materials</li> </ul>	<ul style="list-style-type: none"> <li>encourage purchase of goods with minimum packaging and removal of unnecessary packing prior to leaving Docks.</li> <li>encourage waste items to be cleansed at sea.</li> <li>verbal communication / written communication (handbook &amp; newsletter) of waste reception, including recycle units &amp; facilities to all marina users at marina control.</li> <li>seek feedback from marina users.</li> </ul>	£80.00 per skip + £135.00	<p>non-recyclable material collected by private contractor and disposed of in landfill</p> <p>Recyclable materials collected by private contractor.</p>
other solid waste e.g. wood, metal	<ul style="list-style-type: none"> <li>recycle waste material if possible</li> </ul>	<ul style="list-style-type: none"> <li>designated skips are provided on site for this waste</li> <li>seek feedback from marina users.</li> </ul>	Low-cost	materials collected by private contractor and a rebate received on metal and wood
oil	<ul style="list-style-type: none"> <li>collect &amp; recycle</li> </ul>	<ul style="list-style-type: none"> <li>inform marina users of waste oil collection procedure through Marina staff, marina handbook, newsletter, website and stakeholder engagement workshops.</li> <li>arrange emptying of storage tank by authorised waste contractor as necessary.</li> </ul>	Low-cost	waste oil recycled

## CODES OF PRACTICE

### **Commercial Fishing Fleet Code of Practice**

1. Purchase goods with minimum packaging.
2. Remove any unnecessary packing before loading goods onto vessels.
3. Cleanse waste and segregate if possible.
4. Keep waste other than organic material for disposal in next port.
5. Deposit waste in marked containers on quayside (trawler waste / general waste).
6. Deposit bags of recyclable material into designated recycle bins.
7. Place scrap fishing gear on quayside and inform Milford Docks personnel who will collect it and put it trawler waste skip.
8. Request oil drums for waste oil from Milford Docks personnel who will collect them when required and place in banded area in Boatyard.
9. Encourage and promote Fishing for Letter Scheme on site.

### **Inshore Fishermen Code of Practice**

1. Purchase goods with minimum packaging.
2. Remove any unnecessary packing before loading goods onto vessels.
3. Cleanse waste and segregate if possible.
4. Keep waste other than organic material for disposal in Docks.
5. Deposit waste in marked container in docks waste compound.
6. Leave bags of recyclable material next to container to be collected and place in recycle units in Docks Waste Compound.
7. Place scrap fishing gear in compound and inform Milford Docks personnel who will collect it and place in designated trawler waste skip.
8. Use waste oil containers provided and empty these into waste oil drum in compound
9. Encourage and promote Fishing for Letter Scheme on site.

### **Marina & Boatyard Users Code of Practice**

1. Purchase goods with minimum packaging.
2. Remove any unnecessary packing before loading goods onto vessels.
3. Cleanse waste and segregate.
4. Keep all waste (including recycle waste) for disposal in Docks.
5. Deposit waste and recycle materials (including wood & metal) in marked containers and wheelie bins in compound behind Marina Control and Boatyard.
6. Use waste oil containers provided and empty these into waste oil tank in compound
7. Dispose of all Electronic Waste in designated WEEE Bins.
8. Batteries, paint, chemicals are stored in a dedicated covered and banded area in the boatyard at the rear of the Marina Building.

### **Education & Awareness**

The focus of the education and awareness programme is a charter to which all users of Milford Docks are encouraged to adopt and display. All Port of Milford Haven personnel will receive information on the importance of wise waste management and their role in achieving this.

## Consultation

Consultation with persons and organisations who are affected by the provision and use of waste reception facilities:

**Table 9 - Consultation with persons and organisations who are affected by the provision and use of waste reception facilities:**

Consultee Question	Manuel Lago. Fishing Agents	John Owens, Norrad Electrics. Fishing Agents
1. MHPA must consider what type and capacity of waste reception facilities are appropriate to cater for the needs of ships using the Docks and the amounts of wastes likely to be received in the Docks. What types and quantities of waste do you wish to deposit in Milford Docks?	Galley waste -tins, plastic bottles, polythene bags. Fishing gear - nets, recovered fishing gear Quantities unknown	Galley waste - quantities unknown Dirty lube oil. 12 oil changes per annum. 90 gallons per oil change. Engine room bilges - 75% of vessels have lube oil separators
2. What types and quantities of wastes have you deposited in the last two calendar years in other ports?	Waste oil and garbage generally deposited in Spanish ports Quantities unknown	Waste oil and garbage deposited in Zeebrugge and Ostend. Occasionally, vessels will deposit engine oil at Milford Docks following engine rebuild. Quantities unknown.
3. What type and capacity of waste reception facilities do you require with respect to: garbage, oil and oily mixtures and noxious liquid substances?	Skip for garbage Majority of waste oil deposited at home port.	Skip for garbage Current procedure for waste oil satisfactory. 45 gallon drums lifted off vessel onto quayside.
4. MHPA is required to ensure, as far as is reasonably practicable, that waste reception facilities are easy to use. Where would you like these facilities to be located?	The dedicated Docks Waste Compound on the quay (K Wall) is suitable placed for the offshore fleet.	Changes introduced by MHPA appear to be working well with the dedicated Docks waste compound in the correct place and easily accessible for the offshore fleet.
5. MHPA Company must minimise any disincentive caused by the cost of depositing wastes at the Docks. What are your views on the cost of waste reception facilities?	Any cost would be a disincentive	No charge for facilities used in Docks as it is included in the docks dues.
6. What are your views on existing waste reception facilities?	Facilities are adequate, coupled with good liaison with Milford Docks.	Good, and waste facilities and requirements are well communicated by Milford Docks.

IMPLEMENTATION & CONTROL

Annual Programme

Table 10 - Annual Programme

Task	Q1	Q2	Q3	Q4
Regular communication throughout the year with fishing agents and vessel owners to discuss problems with waste collection and facilities and communicate changes on procedures.	✓	✓	✓	✓
Liaise with inshore fishermen throughout the year to discuss any problems with waste collection and facilities and educate them on recycling units in site and Fishing for Litter Scheme.	✓	✓	✓	✓
Annual Customer Satisfaction Survey completed annually circulated to marina users to consult on any problems with waste collection and facilities.	✓			
Mobile sewage pump facility purchased for Marina users.	✓		awaiting statutory undertaker approval of waste disposal licence.	

## APPENDIX I - USEFUL CONTACTS

Environment Agency – Incident	0800 807060
Environment Agency - oil disposal helpline	03708 506506
Environment Agency (Haverfordwest)	01437 760081
Ambipar Oil Pollution Response	01646 696340
LAS Recycling – Waste Oil Collection & Disposal	01570 421421
Wales Environmental – Black Water Waste & Disposal	01834 860777
Greenacres Skip Hire – Port Waste Contractor	01348 811444
Fish for Litter	01736 364324
Keep Wales Tidy	02920 256767
Keep Britain Tidy	01942 612655
National Resource for Wales	0300 0653000

# Fishing Vessel Information Notification of Arrival

# MILFORD FISH DOCKS

Wales' largest fishing port

Please email completed form to or deliver to the Marina Office on arrival  
call +44(0)1646 696312 if you have any queries

Vessel Name:		Registered Number:		Permit Number:	
Skipper's Name:		English Speaking:		Vessel Owner:	
LOA:	Beam:	Draft:	GRT:		
Arrival details:		Date:		Time:	
Departure details:		Date:		Time:	
Fish landed:	<input type="checkbox"/>	Quantity:			
Fuel:	<input type="checkbox"/>	Quantity:		Supplier:	

## Requirements

Water:	<input type="checkbox"/>	Time required:	
Electricity (if available):	<input type="checkbox"/>	Units:	
Crane:	<input type="checkbox"/>	Purpose:	Time required:
FLT/Loadall:	<input type="checkbox"/>	Purpose:	Time required:
Flake Ice:	<input type="checkbox"/>	Quantity:	Time required:
Boxes:	<input type="checkbox"/>	Quantity:      Type:	Time required:
Waste Oil Disposal:	<input type="checkbox"/>	Quantity:	
Deck Waste:	<input type="checkbox"/>	Quantity:	

Additional information/requests:

Information supplied by: (PRINT NAME) \_\_\_\_\_  
(SIGN) \_\_\_\_\_ Date

## Invoice details (to be completed by vessels without approved credit terms)

Contact name:	Company/agent:
Address:	
Email address:	Phone number:
Company registration number:	VAT number:

- Please tick here to confirm that you have read the short terms and conditions and Safety Information and Guidance and you and the crew of the vessel will abide by these whilst at Milford Fish Docks. I confirm I have read and understand the terms and conditions and safety information and guidance provided.
- Please tick here to confirm you have supplied a valid Maritime Declaration of Health (MDH) Form

Information supplied by: (SIGN) \_\_\_\_\_ Date     
(PRINT NAME)



# SAFETY INFORMATION AND GUIDANCE

## Beware of

- Unprotected dock quayside edges - you must wear lifejackets if you are within 1 metre of the edge
- Deep and cold water
- Moving vehicles and heavy plant on quaysides
- Moving vessels within the dock basin
- Mooring lines, wires and other obstructions
- Tidal range - call Pier Head on VHF Ch.14 to confirm the water level range and adjust mooring lines accordingly

## Always

- Use a gangway or ship's ladder to embark and safely disembark vessels
- Keep away from operational areas unless working in them
- Keep within designated walkways and traffic lanes
- Keep to below the speed limit of 10mph on the quayside
- Remain behind barriers where they are provided
- Take on board advice from Port staff and obey their instructions
- Report all incidents or anti-social behaviour to the Marina Office
- Report all spillages, on the quayside or in the water, to the Marina Office immediately
- Wear appropriate Personal Protective and Safety equipment

## Don't

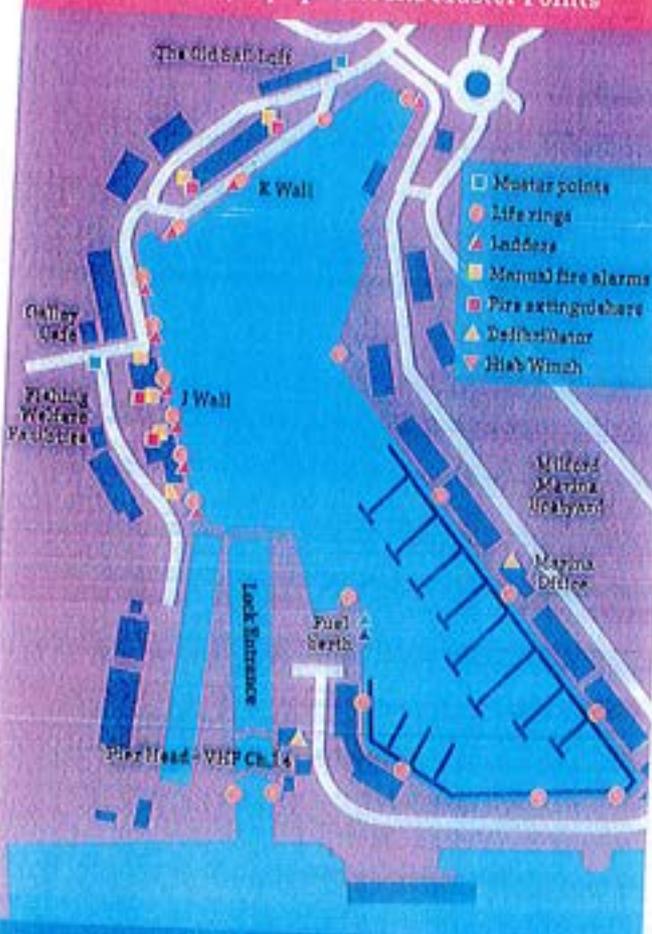
- Swim, jump or dive from Port property - these activities are not permitted
- Fish within the Docks and Marina
- Embark or disembark when under the influence of alcohol or drugs
- Climb on structures or enter vacant buildings and land
- Discharge bilge pumps while berthed at the Docks and Marina
- Fuel vessel by bowser or IBC tank within the Docks or Lock

## Emergency Equipment

- Life belts are located every 50m on quay walls for emergency use only
- Quayside ladders are located every 50m and are for emergency use only
- First Aid boxes and defibrillators are located at the Marina Office and at Pier Head
- A long reach rescue pole is located at Pier Head
- Fire extinguishers and manual fire alarms are located along J Wall and K Wall

**In the event of an emergency, dial 999!**

## Emergency Equipment and Muster Points



## Milford Fish Docks - Terms and Conditions

1. A vessel/agent without approved credit terms is required to settle for all dock dues and services before the vessel's departure. This must be done at the Marina Office which is operated on a 24 hour basis. Terms of credit may be arranged with this company given satisfactory credit checks and references.
2. I agree to abide by The Milford Docks Company Byelaws, regulations and Statutes at all times whilst in the Dock or moored to any of the Company's wharves/jetties outside the Dock entrance. Use of Milford Fish Docks' premises, quays and/or services implies implicit acceptance of these terms of payment, the Company's Standard Trading Terms and Conditions, regulations, procedures and any lawfully given instruction by Milford Fish Docks' personnel
3. I agree that every precaution will be taken to prevent discharge, release or spillage of oils whatever quantity or mixture at any time whilst this vessel enters, leaves or lies within the Dock or is moored to any of the Company's wharves and should any such discharge, release or spillage occur from this vessel, then I hereby undertake to pay all costs relating to the disposal and cleaning thereof
4. A vessel's arrival must be reported as soon as possible and always within 24 hours. This may be done at Pier Head (VHF Ch.14/ +44(0)1646 696310) or at the Marina Office (+44(0)1646 696312)
5. Dock dues and charges are payable in accordance with current tariff in respect of every vessel entering the Dock, or berthing at any wharf, quay, pier or other work of the Company.
6. The Company reserves the right at any time to amend, cancel, increase or otherwise revise its charges for any of the facilities or services which it may from time to time provide.
7. Vessels in Milford Fish Docks must supply their own ladders and safety nets. Masters of the vessel/s are advised of the following:
  - a) Brows (means of access) shall be secured to the vessel at the inboard end and shall be positioned to ensure that personnel cannot fall to either side of the brow. Steps should be fitted at ends where required.
  - b) All brows should have a valid test certificate and ladders shall be visually inspected by competent person to ensure that they are safe and free of defects

Contact details: ☎ +44(0)1646 696312 📞 +44(0)7970 029466 VHF Ch.14



# MILFORD MARINA

Berthing | Boatyard | Services

## Handbook

51°42.25N 05°02.02W

MILFORD  
MARINA

Partnership of Milford Haven

#visitmilfordhaven



### Pets

Pets are allowed at the marina provided they are kept under control and are on leads at all times while in any public areas and on the pontoons. Please be sure to clean up after them and put any waste in the bins provided. Please do not allow your pets to stray on to other vessels.

### Post

There is only limited space to accept post for berth holders in the Marina Office and we are not responsible for any deliveries to berth holders. If you are expecting a parcel, please let us know. If it is an exceptionally large parcel, we regret that we cannot sign for it as we have don't have a facility to store parcels safely. There is a post box in Tesco and a post office in the Nisa shop on Charles Street in the Town Centre.

### Pump Out

Pumping out inside the marina is not permitted. A mobile pump out facility is available. Please contact the Marina Team to arrange at your berth.

### Refuse

Bins for general waste and for recycling glass, plastic and paper are provided behind the Marina Office for the sole use of berth holders. Please dispose of waste in the bins provided. If you require the disposal of waste oil, solvent containers and rags or batteries, please contact the Marina Office who will direct you to disposal companies which are located in the Marina area. When carrying out

work on your boat please do not leave materials on the walkways or around the site, and any spare materials must be stored securely on your boat. It is your responsibility to dispose of any scrap wood or materials and to clear away any mess created.

### Security

A CCTV surveillance system is in place, which is viewed and recorded 24/7. The Marina Team are equipped with body cameras and will use them when necessary. To maintain the safety of all berth holders, please cooperate with staff and report any suspicious activity to the Marina Office or police. If you have allowed access to your boat to anyone else, please let us know and ask them to report to the Marina Office on arrival.

### Social Distancing

A number of measures are in place to maintain safe and social distancing. All customers must observe a safe social distance of 2 metres, allowing others to pass safely on the pontoons. There are sanitising stations throughout the marina, boatyard and in the office for your use. Please ensure that you wash your hands, carry your own hand sanitiser and gloves for the safety of yourselves, others and our staff. We will have limited capacity in each lock in order to maintain safe social distancing.

### Slipway

Use of the slipway is free of charge for marina customers and the Marina Office should be contacted for access. A small fee is charged for the general public.

### Trolleys

To aid your safety when transferring baggage and stores to your vessel, trolleys are available for a £1 deposit. Please be considerate of other berth holders when taking the trolleys along the pontoons and be sure to return them when you have finished using them, ensuring all rubbish has been removed. In the interests of safety, please do not allow children to ride in the trolleys.

### Water

Every berth has access to a nearby fresh water supply. To avoid contamination please be careful not to allow the end of the hose to drop into the marina. We also recommend, if using the water for drinking, that you allow it to run for a few minutes before collecting it.

### WiFi

WiFi is provided free of charge for berth holders and visiting vessels. The Marina Team will provide you with a unique code. WiFi is offered in line with our WiFi policy, a copy of which is available in the Marina Office and on our website.

### Speed Limit

Please respect the 4 knot speed limit within Milford Marina and drop to 'Dead Slow' on approach to your berth. Please take great care when approaching and leaving your berth to avoid damage to neighbouring boats and the pontoons.

### Toilets and Showers

The toilets and showers are attached to the Marina Office and are solely for the use of berth holders, their guests, and marina staff. The toilets are checked and cleaned regularly and we ask that you respect them and leave them in the same state as you would expect to find them. Disabled facilities are located in the Marina Office. The emptying of chemical toilets is forbidden in these facilities. Please report any damage to the Marina Office.



To see what's on at  
Milford Waterfront

visit [milfordwaterfront.co.uk](http://milfordwaterfront.co.uk)



# Environment

The marina environment interacts very closely with nature and the environmentally sensitive Milford Haven Waterway. We therefore ask all berth holders to consider the environment around them.

## Wildlife

Please respect the birds and other wildlife that are present around the marina and in the waterway, making every effort to avoid interaction and reduce your speed as you approach so you do not disturb them in their natural habitat.

Pembrokeshire Marine Code is a voluntary code to protect natural habitats and wildlife. At certain times, access is restricted to some seal and sea bird sites on island and coastal areas around Pembrokeshire. For further information, visit [pembrokeshiramarinecode.org.uk](http://pembrokeshiramarinecode.org.uk) and to find out more about the underwater world of the waterway, visit [pembrokeshiremarinesac.org.uk](http://pembrokeshiremarinesac.org.uk)

## Noise

Please keep noise to a minimum to avoid scaring wildlife and disturbing your fellow berth holders. This includes actions like not over revving your engine, playing music quietly and tying down your hayracks.

## Litter

Rubbish bins are provided behind the Marina Office, please ensure you place all of your waste here and do not throw anything overboard. Litter spoils the visual environment of the marina and creates problems for the wildlife living in the area.

## Maintenance

Please ensure you take the utmost care whilst carrying out maintenance work on your boat, to avoid spillages or drips of chemicals into the water and dispose of any used oils or batteries correctly. Batteries and electrical items should be disposed of in the waste bin provided in the boatyard, and hydraulic oil and filters can be placed in the bunded unit. It is strictly prohibited to discharge bilge pumps, and flush or clean out biges into the marina. Please report any spillages to the Marina Office as soon as possible, in order for it to be contained or cleaned up immediately. Try to use water only when cleaning hulls whilst afloat as chlorine, bleach and phosphates all impact negatively on the marine environment. Be aware of the need to regularly clean and antifoul your vessel appropriately, to reduce the spread of non-native species. For further information and advice visit [thegreenblue.org.uk](http://thegreenblue.org.uk) and [nonnativespecies.org](http://nonnativespecies.org)

## Environment and Conservation

The unspoilt scenic qualities of the upper and lower reaches of the Milford Haven Waterway and coastal areas were recognised in 1952 through the designation of the Pembrokeshire Coast National Park. Many forshore sites are designated as Sites of Scientific Interest and the special quality of the marine habitats and wildlife found around the Pembrokeshire islands and coast and within the Milford Haven Waterway are internationally recognised with the designation of the Pembrokeshire Marine Special Area of Conservation (SAC). The waterway is a wetland of international importance and is home to one of the most diverse estuarine communities in the UK. In spring and summer, the peaceful embayments and rivers provide breeding habitats and crèche sites for various birds. Wildfowl and wader counts have observed significant numbers of shelduck, teal, widgeon, curlew and redshank with numbers of birds increasing to 25,000 in winter. Underwater, the waterway is a unique and rich environment full of diverse and often colourful wildlife including plate-sized anemones and tangles of sponges.

# Application for Standard Berthing Licence

Application for Standard Berthing Licence for Vessel(s) at Milford Marina (hereinafter called "The Marina") - LONG TERM

# MILFORD MARINA

Berthing, Boatyard, Services.

Vessel Name:
Type:
Hull:
Length:
Draft:
Date Registered:

Berth Number:
Registered Number:
Builder & Class:
Engine:
Beam:
Tonnage:

Application by the owner of the vessel (hereinafter called "The Owner"); Requests Milford Haven Port Authority (trading as Milford Marina) (herein after called "the Company") to provide an alongside berth for my/our vessel specified above at the Marina:

Title:
First Name:
Surname:
Telephone:
Mobile:

Name/No inc. Street:
Town:
County:
Postcode:
Email:

### Vessel Insurance Details:

My vessel is insured with:
----------------------------

Level of cover: Full Comprehensive  Third Party

Policy Number:
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Policy Start Date:
--------------------

Policy End Date:
------------------

Insurance Value:
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In consideration of the above I/we agree to pay the specified fee in accordance with the below terms as follows (hereinafter called the Fee):

Contract Value: £
-------------------

Contract Commencement Date:
-----------------------------

Deposit: £
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Instalment schedule:

J	F	M	A	M	J
J	A	S	O	N	D

Payment Terms: Upfront Payment  Monthly Direct Debit

Method of Payment: Cash  Cheque  Card

Instalment Amount:
--------------------

### Special Conditions

1. Upon the expiry of the period as specified in this Application, the Agreement will continue automatically thereafter for periods of 1 year unless terminated by either party giving a minimum of 30 days written notice sent by recorded delivery from us to you at your address set out in this Application or from you to us at Milford Haven Port Authority, Milford Marina, Gorsewood Drive, Hakin, Milford Haven, Pembrokeshire SA73 3EP, to expire at the end of the period specified in the Application or at the end of any subsequent 1 year periods.

2. Upon the expiry of the period as specified in this Application (or each anniversary thereafter) we reserve the right to review and revise the price and give 30 days notice of the same annually on the renewal date.

The Company ("we") is committed to protecting and respecting your privacy. We are bound by the Data Protection Legislation (as defined in the General Conditions annexed hereto) and hold your data on our secure servers. We are collecting your personal data for the purpose of licensing a berth at the Marina and by entering into these terms you are providing your consent to us sending you information regarding the Marina and its operation (please see clause 22 of the General Conditions).

In addition to this, we would also like to provide you with information about products and/or services within the Port of Milford Haven group of companies which we believe may be of interest to you; this may also involve requesting your support with market research. We may enlist the support of contractors to assist with such marketing campaigns. For further information regarding how we capture and utilise your data, please see our privacy policy in full at [www.milfordmarina.com/privacy-policy/](http://www.milfordmarina.com/privacy-policy/). Please can you confirm by ticking the box that you consent to receiving such information from the Port of Milford Haven group of companies about such products and/or services - please tick here to consent:

Application by the Company:

The Company accepts the above Application and agrees to provide a berth alongside at the Marina.

Print Name*:
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Signed*:
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Dated:
--------

\*(Manager or duly authorised person)



Signed:
---------

Date:
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or termination of the Agreement and the Company accepts no responsibility for loss or damage to any Vessel or goods left at its Marina or Premises without its consent.

#### 15 FEE AND PAYMENT

15.1 The Fee will be calculated by reference to the Company's published charges, which may be amended from time to time, and shall be based on the measurement of the Vessel as described at clause 17. The Fee due and payable by the Owner shall be set out in the Application.

15.2 You must pay the Fee to the Company as specified in the Application, namely either (i) in advance upon execution into this Agreement or (ii) by monthly direct debit instalments (in advance). Where the Fee is to be paid by monthly direct debit instalments, you must complete and sign the necessary direct debit mandate form upon execution of this Agreement.

15.3 The Fee shall include:

15.3.1 the berthing or storage ashore of the Owner's Vessel (as applicable);

15.3.2 the use of toilets, showers and washbasins in dedicated facilities at the Premises;

15.3.3 the use of the car park at the Premises;

15.3.4 receptacles for the deposit of recycling and refuse excluding any hazardous or toxic substances;

15.3.5 supply of water on Pontoons (if applicable);

15.3.6 receiving of post and parcels on your behalf;

15.3.7 reasonable oil disposal.

15.4 The Company is entitled to charge for all Marina Services (which does not include those services set out in clause 15.3) and payment for all such Marina Services must be made to the Company at the time of the provision of such services, or as otherwise specified by the Company (including without limitation by direct debit). The Company will not be liable to the Owner in the event of a temporary failure or unavailability of any of the Marina Services but agrees to use its reasonable endeavours to ensure that the affected services and/or facilities are repaired as soon as reasonably possible.

15.5 If you fail to make payment on the date such payment falls due, without affecting any other right or remedy we may have against you, the Company shall be entitled to take all or any of the following steps:

15.5.1 terminate this Agreement in accordance with clause 12.1.1;

15.5.2 suspend the provision of any services to you (including but not limited to the provision of a berth or Storage Ashore Accommodation);

15.5.3 prevent the Vessel from leaving the Marina or Premises;

15.5.4 lift the Vessel out on to our hard standing for which all charges incurred will be for the Owners account;

15.5.5 charge you interest (both before and after any judgement) on the amount unpaid at the rate of 4% above the Bank of England base rate which may be calculated daily up to the date of actual payment;

15.5.6 charge and claim from you the cost of recovering any overdue amount including but not limited to legal costs;

15.5.7 take any action as specified in clause 11 of this Agreement.

15.6 Unless otherwise agreed in writing by the Company, the Fee is payable irrespective of whether the berth or Storage Ashore Accommodation is occupied or not by the Vessel. No refunds will be made by the Company to the Owner for any period during the Agreement where the berth or Storage Ashore Accommodation is not occupied.

15.7 The Owner must notify the Company in writing if the berth or Storage Ashore Accommodation is not to be occupied by the Vessel for a continuous period of more than 2 calendar months if they wish to request to exercise the option of contract pause as set out in this clause. The Company must be notified prior to departure for any such absence. The Company may at its discretion allow the Owner to extend the term of this Agreement for a set period in the event that the berth or Storage Ashore Accommodation is not occupied by the Vessel for a continuous period, provided always that any such extension shall be on the following basis:

15.7.1 where the berth or Storage Ashore Accommodation is not occupied by the Vessel for a continuous period of less than 2 calendar months, no contract extension will be granted and the full Fee will be applicable, following which the Agreement will automatically renew in accordance with the Special Conditions;

15.7.2 where the berth or Storage Ashore Accommodation is not occupied by the Vessel for a continuous period of more than 2 calendar months but less than 3 calendar months, a contract extension of one calendar month will be added to the end of the term of this Agreement at no cost to the Owner, following which the Agreement will automatically renew in accordance with the Special Conditions;

15.7.3 where the berth or Storage Ashore Accommodation is not occupied by the Vessel for a continuous period of more than 3 calendar months, a contract extension of two calendar months will be added to the end of the term of this Agreement at no cost to the Owner, following which the Agreement will automatically renew in accordance with the Special Conditions.

15.8 To reserve a berth in the Marina or Storage Ashore Accommodation on the Owners required dates (subject to availability), the Company may in some circumstances and at its absolute discretion, require the Owner to pay a reasonable non-refundable reservation fee. In the event that the Owner cancels the reservation at any time or fails to arrive at the Marina or Premises at the beginning of the reserved period, for any reason, the Owner agrees that the reservation fee shall not be refunded. In the event that the Owner arrives at the Marina or Premises as scheduled, the reservation fee will form part of the Fee.

15.9 All monies which are due to the Company by the Owner (including without limitation the Fee and any charges incurred in relation to the Marina Services) must be paid to the Company before the Vessel leaves the Marina and/or the Premises.

15.10 The Company reserves the right at its absolute discretion to undertake personal credit checks against the Owner.

15.11 In the event that the Company is unable to collect the Fee when it falls due (for example as a result of a cheque bouncing or a direct debit payment failing), the Company may at its discretion charge the Owner an administration fee of up to £20.00 for each failed attempt which is made by the Company.

#### 16 HEALTH, SAFETY AND THE ENVIRONMENT

16.1 The Owner shall take all necessary precautions against the outbreak of fire in or upon his Vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the offices of the Company. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or fire standard type and size, in or on the Vessel in case of fire, and such extinguisher shall at all times be kept ready for immediate use and in good and efficient working order.

16.2 Owners shall not refuel Vessels in the Marina otherwise than in the Company's refuelling berth.

16.3 No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Marina or Premises so as to cause any nuisance or annoyance to the Company, to any other users of the Marina or Premises or any person residing in the vicinity and the Owner undertakes for himself, his guests, and all using the Vessel that they shall not behave in such a way as to offend as aforesaid. The Owner shall ensure that halyards shall be secured so as not to cause such nuisance or annoyance.

16.4 No refuse or noxious substances or sewage shall be discharged or thrown overboard or left on the Pontoons, jetties or car parks, or disposed of in any way other than in the receptacles provided by the Company or by the removal from the Marina and Premises.

16.5 No matter shall be discharged from toilets or bilges while a Vessel is in the Marina or the Premises. In default, the Company may charge you for all damage, costs and/or clean-up costs arising out of the same.

16.6 You and your crew, members of your family and any person carrying out work on the Vessel are responsible for reporting to the Company all accidents involving injury to any person or damage to any public or private property that occur in the Marina or on the Premises as soon as possible after they occur.

16.7 Pets are permitted within the Marina and Premises provided always that such pets and their actions remain the responsibility of the Owner and provided such pets are kept under the control of the Owner at all times. All dogs must be kept on leads when in the Marina and Premises. The Owner shall ensure that such pets do not cause any nuisance or annoyance to the Company, to any other users of the Marina or Premises or any person residing in the vicinity.

16.8 No guarantee is given or responsibility accepted by the Company for the suitability of any berth, depth of water or facilities provided at the Marina or on the Premises. Owners shall immediately advise the Company should any defect become apparent in the Marina or Premises infrastructure including breakwater, mooring chains, ropes, buoys, pontoon berthing or water/electrical/safety appliances.

#### 17 MEASUREMENT OF VESSELS

17.1 For all purposes the overall length or LOA of the Vessel shall be calculated including davits, bathing platforms, bowsprits, bumpkins, boarding ladders, sterndrives, outboard motors, fenders, rudders, anchors, pulpits and pushpits and any other extension of the Vessel.

17.2 The Company reserves the right to re-measure the Vessel at any time whilst moored or stored at the Marina or Premises for the purpose of calculating the Fee. The Company reserves the right to back date any Fee should the Owner have supplied the Company with incorrect information at the time of arrival at the Marina or the Premises and/or on the Application.

#### 18 OWNER'S WARRANTY TO THE COMPANY

18.1 The Owner warrants to the Company that they are the legal owner of the Vessel detailed in the Application and have the immediate right to possess the Vessel.

18.2 The Owner confirms that the information supplied on the Application is correct and undertakes to inform the Company immediately of the details of any changes to this information whilst subject to the terms of the Agreement.

18.3 Vessels berthed at the Marina or stored ashore at the Premises must be in possession of the requisite valid Boat Safety Certificate and Certificate of Registration whilst the Vessel is subject to the terms of the Agreement.

#### 19 LIVING ABOARD VESSELS

19.1 The Owner may reside aboard a Vessel with the prior written consent of the Company. The Company reserves the right to impose an additional fee charge in such circumstances.

19.2 The Owner shall be responsible for any charge incurred as a result of such residence, including but not limited to any council tax liability.

#### 20 INTERNET ACCESS

Complimentary access to the internet is provided by the Company to users of the Marina through the Company's WiFi network ('WiFi Network'). When accessing and using the WiFi Network, the terms set out in the WiFi Policy will apply at all times. The WiFi Policy is located at the Company's offices and on the Company's website. We do not guarantee the availability of the internet or access to the internet via the WiFi Network at any time.

#### 21 ACCEPTANCE AND CHANGES TO CONDITIONS

21.1 Notwithstanding the Owners failure to sign the Application, the Owner shall be deemed to have accepted the terms of this Agreement by taking up a berth at the Marina or occupying Storage Ashore Accommodation, and/or by paying the Fee.

21.2 The Agreement shall apply to all users of the Company's Marina and Premises and may be altered added to or amended from time to time by the Company. Upon such notice of amendment being displayed at the Company's offices or served on the Owner it shall be deemed incorporated herein.

21.3 In the event that the Owner wishes to make any variation to the terms of the Application (including without limitation an extension to the term), the prior written consent of the Company must be obtained and the Company reserves the right to amend the terms of the Agreement accordingly.

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

#### 22 DATA PROTECTION

22.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 22 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

22.2 The Owner acknowledges that by entering into this Agreement it is providing the Company with consent to use the Owner's data and to send to the Owner any information regarding the Marina and its operation which, in the Company's opinion, may be of interest to the Owner during the term of this Agreement and in the future following the termination or expiry of this Agreement.

22.3 The Owner may at any time withdraw the consent provided in accordance with clause 22.2 by providing written notice to the Company withdrawing such consent and requesting that any data held in relation to the Owner is deleted or returned (which the Company shall do unless it is required by law to store such data).

#### 23 SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

#### 24 LAW AND JURISDICTION

This Agreement is subject to and governed by the law of England and Wales as applied in Wales. Any dispute arising from this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

