



Thomas Telford Corpach Marina Ltd

CONDITIONS OF BERTHING and SLIPWAY LAUNCHING AND RECOVERY

January 2024
Replaces all other versions



Thomas Telford Corpach Marina Ltd
Berthing, Mooring and Slipway Usage Licence
Standard Terms and Conditions

Our aim is for you to enjoy your leisure time in the marina along with other boat users and we ask that you consider other marina users and our residential neighbours by reading and understanding the principles of these general guidelines and terms of contract below.

General Guidelines

SAFETY

Berth holders are responsible for the conduct and safety of your guests, any persons under the age of 16, your children and pets. Small children under the age of 12 must wear adequate floatation devices and be attended by a responsible adult at all times whilst in the marina, on the slipway, in the facilities building and in the car park.

Pontoons must be kept clear at all times.

Ropes, hoses, electrical cables etc. must be stored in a manner that will not cause an obstruction or danger.

Any person at the marina unable to swim is advised to wear adequate floatation equipment at all times.

Bathing or fishing in the marina is not permitted.

Running or cycling on the pontoons is not permitted.

Walking with bare feet on the pontoons is not advised.

BEHAVIOUR

Owners, their guests and crew are advised that their conduct and that of their vessels is likely to be regulated and governed at various times by statutory, local authority and harbour regulations which may be more extensive than those of the Company and the breach of which may result in criminal penalties. The Company operates a 'Zero Tolerance Policy' with regards to aggressive and or threatening behaviour.

Please be considerate towards other users of these facilities and our neighbouring residents. In particular restrict any activities that may cause nuisance such as loud music and unnecessary noise between 10pm in the evenings and 7am in the mornings. Dog owners should clean up after their

dogs immediately and dispose of the waste in the bins provided. Dog owners should also be in control of their dogs at all times.

SPEED CONDITIONS

Owners, their guests and crew are advised that Vessels are at all times subject to any speed restrictions and byelaws of Marina and navigation authorities and the requirements and powers of regulatory authorities, including but not limited to the Maritime and Coastguard Agency and The Health and Safety Executive; there may be criminal penalties for the breach of such restrictions, requirements and Byelaws.

Vessels approaching the marina and leaving the marina must do so at minimum speed to minimise wash, which is a danger to vessels berthed on the outside of the breakwaters.

WASTE and OUR ENVIRONMENT

Thomas Telford Corpach Marina Ltd operates a Green Blue marine policy in line with the RYA and British Marine to prevent any pollution of our local seas and environment.

No refuse shall be thrown overboard or left on the pontoons, or car parks or on any other part of the Premises, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's Marina and Premises. The Company's further directions regarding waste management shall be posted on the Company's Public Notice Board or other prominent place and copies will be available from the Company on request.

In the interests of hygiene and our environment and in line with our strict Environmental Policy, no paper or solid matter shall be discharged from vessels into the sea while a vessel is in the marina.

Toilets are provided for marina and slipway users. A pump-out station is provided at the bottom of the gangway for vessels with waste holding tanks.

1. DEFINITIONS

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

Alongside Berth means a berth where a Vessel of appropriate draft may be secured, with access to the shore without the need for a dinghy or tender.

Berth means the space on water or land from time to time allocated to the Owner by the Company for the Vessel during the term of this Licence

Company shall mean **Thomas Telford Corpach Marina Ltd**, the Company or any of its agents to whom the application for berthing is made which may be one or more of its associated companies, concessionaires, tenants and assignees for the operation of the boat repair yard, brokerage or other harbour facility.

Length Overall (LOA) means the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent.

Licence shall mean the period and conditions applied for in the Berthing Application submitted by the owner and agreed by the parties including these Standard Terms and Conditions.

Owner shall mean the person or company named on the Berthing Application, any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the Company.

Pontoon means a moored and decked floating structure providing landing or mooring facilities.

Premises means all the land, adjacent water and buildings occupied by or under the control of the Company, including slipways, pontoons, jetties, quays, hardstanding, roadways and carparks.

Regulations mean those regulations (if any) made by the Company as the same may be amended from time in accordance with clause 16, which the Company in its absolute discretion, considers necessary to enable the Company or those using the Premises to comply with applicable legal requirements or for the safety or security or good management of the Marina or Premises.

Storage Ashore Accommodation means the land space temporarily allocated to the Owner from time to time by the Company for the short-term storage ashore of the vessel and or its road trailer during the term of the Licence.

Vessel shall include any form of craft, boat, ship, yacht, dinghy, multihull, or other marine structure which is in the care and control of the Owner.

2. DEFINITIONS

- 2.1 The Berth at the Marina or Premises shall be licensed for the period and at the Charges specified in the Standard Berthing Rates, local concessions may be applied at the discretion of the Company. Berthing rates are published on our website and within the HARBA App.
- 2.2 A Licence will not be automatically renewed and can be terminated by the Company or by the Owner under the provisions of Clauses 8 or 10. No explanation need be given by the Company for not renewing a license.
- 2.3 Payments for berths for Annual/Summer-Monthly-Weekly-Daily/Winter Boat berths are payable in advance and before use via our online website link to HARBA booking system. Berth holders should download the HARBA APP for convenience. First-time visitors can book online or scan the QR code in the marina. The minimum LOA for berthing fees is 7 metres. Measurements are calculated in decimal points of one metre - (eg) 7.2m
- 2.4 Owners of small boats under 5 metres cannot leave the boat overnight on the Marina between November and February inclusive, they can however use the Marina on a daily basis during this time.

3. LIABILITY INDEMNITY AND INSURANCE

- 3.1 The Company shall not be liable for any loss or damage caused by events or circumstances beyond its reasonable control (such as severe weather conditions, the actions of third parties not employed by it or any defect in a customer's or third party's property); this extends to loss or damage to Vessels, gear, equipment or other property left with it for work or storage, and harm to persons entering the Premises or the Harbour and/or using any facilities or equipment.
- 3.1.1. The Company shall take reasonable and proportionate steps having regard to the nature and scale of its business to maintain security at the Premises, and to maintain the facilities and equipment at the Premises and in the Marina in reasonably good working order. But in the absence of any causative negligence or other breach of duty on the part of the Company, Vessels, gear, equipment and other property are left with the Company at the Owner's own risk and Owners should ensure that their own personal and property insurance adequately covers such risks.
- 3.1.2. The Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless it shall have been expressly engaged to do so by the Owner on commercial terms. Similarly the Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident which has not been caused by the Company's negligence or some other breach of duty on its part. However the Company reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so it shall be entitled to charge the Owner concerned on a normal commercial charging basis and, where appropriate, to claim a salvage reward.

3.1.3. Owners may themselves be liable for any loss or damage caused by them, their crew or their Vessels and they shall be obliged to maintain adequate insurance including third party liability cover for not less than £2,000,000, and cover against wreck removal and salvage, and, where appropriate, Employers' Liability cover to at least the statutory minimum. **The Owner shall be obliged to produce evidence to the Company of such insurance within 7 days of a request to do so and when completing our online Berthing Application Form.** Any vessel found to be in breach of this condition will have their licence cancelled and be required to vacate the marina immediately.

3.1.4. The Owner shall, and shall procure that his crew, members of his family comply with all applicable laws when using the Company's Marina and Premises.

4. ADDRESS DETAILS AND SUBSEQUENT CHANGE OF DETAILS

4.1. The Owner must supply to the Company in writing, details of the Owner's home/contact address. This address must be a different address to the address of the Marina. The Owner shall be obliged to produce evidence to the Company of such home/contact address within 7 days of a request to do so.

4.2. The Owner must notify the Company in writing of the details of any change of names of the Vessel or change of address or telephone number of the Owner.

5. BERTH ALLOCATION

5.1. The physical layout of every Marina and Premises and the varying needs and obligations of the Company and its customers requires that the Company retains absolute control of Berth allocation within the Marina and Premises. Accordingly the Owner shall not be entitled to the exclusive use of any particular Berth but shall use such Berth as is from time to time allocated to him by the Company.

5.2. Rafting up may be necessary on occasions. Owners/Skippers must keep their vessel clean and tidy so as to allow safe unrestricted access across the decks to the crew of other boats. Vessels to be berthed no more than 1 metre from vessel ahead/astern.

6. PERSONAL NATURE OF THE LICENCE

6.1. This Licence is personal to the Owner and relates to the Vessel described in the Licence. It may not be transferred or assigned to a new Owner or to a different Vessel, either temporarily or permanently, without the express consent of the Company and;

6.2. Within 7 days of any Licence for the sale, transfer or mortgage of a Vessel subject to this Licence the Owner shall notify the Company in writing of the name, address and telephone numbers of the Purchaser, Transferee or Mortgagee, as the case may be.

7. USE OF BERTH BY COMPANY WHEN VACANT

7.1. The Company may have the use of the Berth whilst it is left vacant by the Owner. The Company requires the Owner to notify the marina manager in advance of their intention to vacate their berth for a period of time, before leaving the berth.

8. TERMINATION

8.1. The Company shall have the right (without prejudice to any other rights in respect of breaches of the terms of this Licence by the Owner) to terminate this Licence in the following manner in the event of any breach by the Owner of this Licence;

8.1.1. Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company and/or of the Company's customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time specified by the Company. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property the time specified for remedy may be immediate or extremely short. If the Owner fails to effect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him to remove the Vessel from the Harbour or Premises immediately.

8.1.2. If the Owner fails to remove the Vessel on termination of this Licence whether under this Condition or otherwise), the Company shall be entitled:

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

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

8.1.3. Any notice of termination under this Licence shall, in the case of the Owner, be served personally on the Owner or sent by registered post or recorded delivery service to the Owner's last known address and in the case of the Company shall be served at its principal place of business or registered office.

9. RIGHTS OF SALE AND OF DETENTION

9.1. Where the Company accepts a Vessel, gear, equipment or other goods for repair, refit, maintenance or storage the Company does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on the Company in circumstances where a customer fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until the Company

has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

9.1.1. Goods for repair or other treatment are accepted by the Company on the basis that the customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out.

9.1.2. The Company's obligation as custodian of goods accepted for storage ends on its notice to the customer of termination of that obligation;

9.1.3. The place for delivery and collection of goods shall be at the Company's Premises unless agreed otherwise. Advice regarding the Act may be obtained from the Citizens Advice Bureau, Law Centre or any firm of Solicitors.

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

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

10. TERMINATION BY OWNER

10.1. This Licence may be terminated on 16 weeks' written notice by the Owner to the Company. In this event the Company will be entitled to recalculate the charge for the Berth using the rate or rates that would have been applicable to the actual period of the Licence instead of the annual rate; the amount so calculated not to exceed the annual charge originally contracted for berthing. If this recalculation results in a balance payable to the Company then the Owner shall be required to pay that balance before removing the Vessel from the Marina or Premises. If there is a balance in favour of the Owner the Company shall pay it to the Owner upon the Vessel's departure of the Vessel from the Marina or Premises

11. MARINA AND SLIPWAY FEES & CHARGES

11.1 Thomas Telford Corpach Marina Ltd operates a cloud-based marina management application which provides the company with all current berth holders, payments and transactions for vessels using the marina and its facilities. Berth holders and slipway users should make a booking through the marina website which has a link to the HARBA payment

gateway or scan the QR codes within the marina to access our payment gateway. Our marina manager can also send you a link to pay in advance of arrival. Upon receipt of payment a 6-digit code will be sent my email which enables the berth holder access to the marina via the security gate, the toilet area and the car park barrier.

11.2. The Company is not obligated to offer automatically recurring berths. If owners wish to reapply for an Annual or Seasonal License they will have to submit a new application form and join any waiting list that may be in operation at the time.

11.3. Cancellation/refund policy. A full refund of berthing fee will be made up to 48 hours before the arrival. This will incur a small administrative fee of £5. Any bank fees for refunds to an international bank account are required to be covered by the Owner. Within 48 hours of arrival, any full or partial refunds of berthing fees or change of dates, can be made at the discretion of the Marina Manager, if there is a mitigating situation.

11.4. If an Owner sells their Vessel and buys a new Vessel then they can secure the same berth providing that the dimensions of the new Vessel are appropriate for the berth. If available an alternative berth can be offered. If the new Vessel is of a different length to the old vessel then additional berth fees will be charged pro-rata and taking into account the fees relating to the additional length. A small administrative charge of £5 will be charged. If an Owner sells their Vessel to another party then, by prior agreement with the Company they could pass this berth on to the new Owner of the vessel if required, subject to the same terms and conditions and providing of the insurance policy document. A small administrative charge of £5 will be charged. In the case where there is a waiting list for berths, the new Owner may be refused the berth and asked to join the list.

12. VESSEL MOVEMENTS

12.1. The Company reserves the right to move, at the Owners/Skippers risk, any Vessel, gear, equipment or other goods, including boarding a vessel for such purpose without being liable for any damage thereby occasioned, at any time for reasons of safety, security or good management of the Marina and Premises.

12.2. The owner should notify in advance a date and time for launch (and/or arrival by land) of a Vessel which is to be agreed by the Company. The Company needs to be notified in advance of any change to this time, with a revised date and time for launch of a Vessel being agreed by both Owner and Company.

12.3. Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed adequate warps and fenders for the Vessel shall be provided by the Owner.

12.4. No vessel, when entering or leaving or manoeuvring in the Marina, shall be navigated at such a speed no greater than 5 knots or in such a manner as to endanger or inconvenience other vessels in the Harbour.

13. COMMERCIAL USAGE

13.1. No part of the Company's Marina or Premises or any Vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purpose, except where the Owner has sought and obtained prior Licence from the Company.

13.2. No part of the Company's Marina or Premises or any Vessel or vehicle while situated therein or thereon shall be used by the Owner for the collection, storage or landing of fish or shellfish for purpose of sale and/or reward.

14. STORAGE

14.1. Dinghies, tenders and rafts shall be stowed aboard the Vessel unless the Company allocates a separate berth for them.

15. PARKING

15.1. Subject always to the availability of parking space Owners and their crew may only park vehicles on the Premises in accordance with the directions of the Company.

16. REGULATIONS

16.1. The Owner shall at all times observe the Company's Regulations and in particular:

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

16.1.2. Where fuel is required to be transferred in portable containers, the Company reserves the right to refuse the use of any container deemed unfit for the purpose.

16.1.3. Owners and berth holders shall be prohibited from the discharge of sewage within the Marina; such discharge may result in termination by the Company of this Licence and ejection of the Owner from the Marina.

16.1.4. Waste should be disposed of in the bins provided. Excessive waste may be charged for at an appropriate rate set by the Company as an extra service

16.1.5. Owners must maintain their vessel in a seaworthy, clean and tidy condition as determined by the Company. Owners are required to physically visit and check this at least every 6 weeks or contact the Marina Manager who will undertake such checks at the owner's risk.

16.2. The Company shall supply the Owner with a digital copy of the Regulations current at the time of the Licence. The Company reserves the right to introduce new Regulations on grounds of legal requirement or for the safety or security or good management of the Marina

or Premises, and to amend such regulations as from time to time shall be necessary. Such Regulations and any amendments to them shall become effective on being displayed on the Company's public notice board or other prominent place at the Company's Premises, and the Company shall have the same rights against the Owner for a breach of the Regulations as for a breach of the terms of this Licence.

17. ACCESS TO PREMISES/WORK ON THE VESSEL

17.1. Subject to Clause 17.2 no work shall be done on the Vessel, gear, equipment or other goods while on the Premises without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family not causing nuisance, or annoyance to any other customer or person residing in the vicinity, nor interfering with the Company's schedule of work, nor involving access to prohibited areas.

17.2. Prior written consent will not be unreasonably withheld where:

17.2.1. The work is of a type for which the Company would normally employ a specialist sub-contractor; or

17.2.2. The work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates.

17.2.3. Notwithstanding the foregoing, during periods of work by the Company on the vessel, neither the Owner nor his invitees shall have access to the Vessel without the Company's prior consent, which shall not be unreasonably withheld.

18. HEALTH, SAFETY AND THE ENVIRONMENT

18.1. Attention is drawn to the Company's relevant Health, Safety and Environmental policy, as amended from time to time. The Company shall supply the Owner with a copy of the Policy current at the time of the Licence. Any amendments shall be displayed on the Company's public notice board or other prominent place at the Company's Premises and further copies shall be available on request. The Owner, his regular crew, members of his family and/or any person or company carrying out work on the Vessel, with the permission of the Company, must comply with the Company's Health, Safety and Environmental Policy.

18.2. The Owner, his crew, members of his family and any person carrying out work on the Vessel is 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 Harbour or on the Premises as soon as possible after they occur. **RISK OF FIRE You shall take all precautions against the outbreak of fire in or upon your boat and you shall observe statutory and local regulations relating to fire prevention as exhibited around the marina. You shall provide and maintain in good working order the minimum number of portable fire extinguishers of an approved BSI standard type and size as required by boat safety regulations, in or on the boat and readily available for immediate use in the case of fire.**

18.3. No noisy, noxious or objectionable engines, generators, radio, or other apparatus or machinery shall be operated within the Marina or Premises so as to cause any nuisance or annoyance to any other users of the Marina or Premises or to 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 cause any nuisance or annoyance to any other users of the Marina or Premises or to any person residing in the vicinity . Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.

18.4. The Owner shall, and shall procure that his crew, members of his family comply with all applicable laws when using the Company's Marina and Premises.

18.5. Pontoons must be kept clear at all times. Ropes, hoses, cables, etc. must be stored in a manner that will not cause an obstruction or danger.

18.6 It is recommended that berth springs/snubbers are used on mooring lines to prevent wear of the lines. This is strongly encouraged for Vessels over wintering in the marina.

19. LAW & JURISDICTION

19.1. This Licence and any non-contractual obligations arising out of, or in connection with, this Licence shall be governed by and construed in accordance with Scots law.

19.2. Each of the parties irrevocably agrees that any and every dispute (and any non-contractual obligations, as aforesaid) arising out of or in connection with this Licence shall:

19.2.1. if one party acts as consumer (meaning a natural person acting for purposes outside of a trade, business or profession), be subject to the non-exclusive jurisdiction of the Courts of Scotland; or

19.2.2. where no party acts as consumer, be subject to the exclusive jurisdiction of the Courts of Scotland.

20. DISPUTE RESOLUTION SCHEME

20.1. The BMF and the RYA recommend that disputes arising out of or in connection with this Licence, when they cannot be resolved by negotiation, be submitted with the written agreement of the parties, to mediation under the BMF's Dispute Resolution Scheme. Details of the Scheme are available at www.britishmarine.co.uk/drs.

21. SLIPWAY USE TERMS AND CONDITIONS

Use of our slipway should be done with safety of everyone in mind at all times. Vessels must be controlled down the slipway hooked up to a suitable vehicle. Boat owners should also make use of chocks to prevent a vessel slipping or crashing into the sea out of control.

- 21.0 Owners who require to launch and recover their Vessel using the Company's slipway and car park, should complete an online application form and pay for this service online through the marina website linked to our booking system HARBA.
- 21.1 Owners are required to notify in advance, their wish to use the Company's facilities.
- 21.2 Owners Vessel and towing trailer shall be parked according to the Marina Manager's instructions. Boat trailers should be identified with the name of Vessel.
- 21.3 Owners Vessels and trailers will not be left in the car park overnight unless they have the permission of the Marina Manager, and paid the appropriate fee.
- 21.4 Owner's trailers should be in road-worthy condition and be safe to move.
- 21.5 Children should be supervised at all times by a responsible adult and kept clear of the slipway.
- 21.6 After launching a vessel its trailer must be removed from the slipway immediately and parked in the car park according to instructions from the Marina Manager.
- 21.7 Fishing is not permitted from the slipway.