

SANDHAVEN & PITULLIE HARBOUR TRUST LIMITED

A Company Incorporated by Guarantee, and Scottish Registered Charity.

HARBOUR REGULATIONS 2006 (Authorised by The Yacht Harbours Association)

CONTENTS

Clause

	Page
<u>GENERAL CONDITIONS</u>	1
1. DEFINITIONS	2
2. BERTHING	2
3. LIABILITY, INDEMNITY AND INSURANCE	2
4. CHANGE OF DETAILS	2
5. BERTH ALLOCATION	2
6. PERSONAL NATURE OF THE REGULATIONS	2
7. USE OF BERTH BY COMPANY WHEN VACANT	2
8. TERMINATION	3
9. RIGHTS OF SALE AND DETENTION	3
10. TERMINATION BY OWNER	3
<u>GENERAL RULES</u>	4
11. VESSEL MOVEMENTS	4
12. COMMERCIAL USAGE	4
13. STORAGE	4
14. PARKING	4
15. HARBOUR REGULATIONS	4
16. ACCESS TO PREMISES /WORK ON THE VESSEL	5
17. HEALTH, SAFETY AND THE ENVIRONMENT	5

GENERAL CONDITIONS

1 DEFINITIONS

Where the following words appear in these Regulations, they shall have these meanings:

Company shall mean the Company or any of its Agents.

Harbour shall include Sandhaven Harbour, moorings or any other facility for launching, navigating, mooring or berthing a vessel.

Premises means all the land, adjacent water and buildings occupied by or under the control of the Company, including slipways, pontoons, jetties, quays, piers, mudberths, sheds, lofts, workshops, hardstanding, roadways and car parks.

Owner shall include any charterer, master, agent or other person for the time being in charge of a Vessel, excluding the Company.

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.

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

Berth means the space on water or land from time to time allocated to the Owner by the Company for the Vessel.

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.

Storage Ashore Accommodation means the land space temporarily allocated to the Owner from time to time by the Company for the storage ashore of a Vessel.

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

2 BERTHING

2.1 Berths at the Harbour or Premises shall be allotted for the periods and at the rates of charge from time to time published by the Company. Details of the charges applicable to the Berth will be given to each Owner at the time that the Berth is allotted.

3 LIABILITY, INDEMNITY AND INSURANCE

3.1 The Company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as extreme weather conditions, the actions of third parties not employed by it or any defect in any part of a customer's or third party's Vessel); this extends to loss or damage to Vessels, gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Premises or the Harbour and/or using any facilities or equipment.

3.1.1 Vessels, gear, equipment or other goods are left with the Company at the Owner's own risk and Owners should ensure that they have appropriate insurance against all relevant 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 for which the Company is not responsible. 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, 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 being requested to do so by the Company.

4 CHANGE OF DETAILS

4.1 The Owner must notify the Company 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 the Harbour and the varying needs and obligations of the Company and Owners requires that the Company retains absolute control of Berth allocation within the Harbour 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's Harbourmaster or other official.

6 PERSONAL NATURE OF THE REGULATIONS

6.1 Berthing is personal to the Owner and relates to the Vessel described in the application for berthing. 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's Harbourmaster or other official.

6.2 Within 7 days of any agreement for the sale, transfer or mortgage of a Vessel the Owner shall notify the Company 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 when it is left vacant by the Owner.

8 TERMINATION

8.1 The Company shall have the right (without prejudice to any other rights in respect of breaches of the terms of these Regulations by the Owner) to terminate Berthing in the following manner in the event of any breach by the Owner:

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 Owner 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 his Berth 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 /temporary 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 caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Harbour 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 these Regulations 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 a 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 Owner in accordance with the Act. For the purpose of the Act it is recorded that:

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 Berth 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 /temporary visitors for each day between termination or expiry of the Berth 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 Berthing may be terminated on 4 weeks written notice by the Owner to the Company.

Following such notice the Company shall prepare an account of;

10.1.1 all sums owed by the Owner in respect of services or facilities used up to the intended date of departure of the Vessel, and

10.1.2 the charge that would have been payable by the Owner to the Company in respect of the Berth if the original term of the Berth had ended on the date of expiry of the Notice of Termination, less -

10.1.3 the sum actually paid by the Owner to the Company in respect of the Berth. Where the balance is in favour of the Company the Owner shall be required to pay the balance before removal of the Vessel from the Harbour or Premises and where the balance is in favour of the Owner the Company shall pay it to the Owner upon departure of the Vessel from the Harbour or Premises.

GENERAL RULES

11 VESSEL MOVEMENTS

11.1 The Company reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Harbour and Premises.

11.2 A copy of the Company's scale of charges for Vessel movements will be provided to the Owner before they enter into an Agreement with the Company. Where a specific date or tide range for re-launch of the Vessel has been agreed between the Owner and the Company at the time of slipping or lifting out (or arrival by land) this charge alone will be payable for the launch.

However where the Owner requests a different date or tide range the Company reserves the right to charge the Owner for the cost of moving other vessels to gain access to the launch point and for any attendant expenses, such as crane hire. The Company will provide the Owner with an estimate of such costs and charges prior to incurring them.

11.3 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

11.4 No vessel, when entering or leaving or manoeuvring in the Harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the Harbour.

11.5 Advisory note: Owners, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and Bylaws* of Harbour 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 are criminal penalties for the breach of such restrictions, requirements and Byelaws*.

***Copies available upon request.**

12 COMMERCIAL USAGE

12.1 No part of the Company's Harbour 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 agreement from the Company.

13 STORAGE

13.1 Dinghies, tenders and rafts shall be berthed alongside the Vessel unless the Company allocates a separate berth for them.

14 PARKING

14.1 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.

15 HARBOUR REGULATIONS

15.1 The Owner shall at all times observe the Company's regulations and in particular:

15.1.1 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.

15.2 The Company shall supply the Owner with a copy of the Regulations current at the time of application for a Berth. 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 Harbour or Premises, and to amend such regulations as from time to time shall be necessary.

15.3 Advisory note: 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.

16 ACCESS TO PREMISES/WORK ON THE VESSEL

16.1 Subject to Clause 16.2 no work shall be done on the Vessel, gear, equipment or other goods while on the Premises without the Company's 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 HEALTH, SAFETY AND THE ENVIRONMENT

17.1 Attention is drawn to the Company's Health, Safety and Environmental policy, as amended from time to time. 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.

17.2 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.

17.3 No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Harbour or Premises so as to cause any nuisance or annoyance to any other users of the Harbour 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 offend as aforesaid. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.

17.4 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 removal from the Company's Harbour and Premises.

**BY ORDER
SANDHAVEN & PITULLIE HARBOUR TRUST**

J. KEITH GREGORY
Chairman