



## LEISURE CRAFT LONG TERM BERTHING SEASONAL / ANNUAL

NAME:	ADDRESS
Phone number:	email:
Request to Lochboisdale Development Limited for (LDL) a Licence for berthing and requests the additional associated Services: <i>Please indicate choice and time required below:</i>	
Use of slipway / Other (Price as per the Schedule of Dues)	
Details of Services Requested	
<p>I enclose £..... Fee. I understand that the fee is non-refundable and payable in advance or upon arrival.</p> <p>Charges for the selected services will be applied in accordance with the Lochboisdale Harbour Schedule of Fees.</p> <p>I agree to inform LDL of any changes to the particulars declared below and agree to be bound by the terms and conditions overleaf.</p> <p><b>Safety is of paramount importance.</b> I agree to comply with all instructions from the Lochboisdale Harbour Port Manager, Harbour Master and designated LDL staff AT ALL TIMES within the port.</p>	
SIGNED:	Date:
I agree to inform LDL of any changes to the particulars declared below and agree to be bound by the terms and conditions overleaf.	
Start date:	End date:
Name of Vessel	Length overall
Type of Vessel	Beam
Hull / keel form	Draught
Vessel is insured with	Policy No
Third party insurance cover amount	Expiry date
<b>Acceptance by Lochboisdale Development Limited</b>	
LDL agrees to provide facilities as indicated in and subject to the conditions annexed to this Licence.	
Berth allocated:	
Total price:	
Payment received:	
Signed:	Date:
All berths users are deemed to have accepted the over leaf conditions	



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### Terms and Conditions:

1. Berths remain the property of LDL. No modifications are to be made to berths or fendering.
2. All boats using harbour berths must maintain, in force at all times, valid third party insurance cover of at least £5 Million. Berth users will be charged the full cost of repairs resulting from any damage they cause in the harbour.
3. If any dues or costs due to LDL remain unpaid for a period of 28 days, LDL reserves the right to remove the Vessel; LDL also reserves the right to claim costs incurred in such removal and charges due, with the ability to realise this income through the sale of the vessel.
4. Any vessel berthed beyond the agreed licence date will be charged pro-rate at the daily rate unless otherwise agreed.
5. Any vessel berthed without a valid licence is berthed without LDL's authorisation. LDL shall not be responsible for any loss or damage sustained either at the berth or due to its removal.
6. Harbour facilities may not be used for any commercial activity without the prior written consent of Harbour Master or Port Manager.
7. It shall be for the discretion of LDL staff to limit the degree of noise within the Harbour complex, which will include limiting noise from rigging and other static or mechanical attachments. LDL retains the right to regulate anti-social behaviour within the Harbour area if they deem such behaviour to be at odds with other harbour users.
8. Electricity is included in the licence price Drinking water is free of charge but LDL reserves the right to charge for other use of water.
9. The users of the harbour facilities will at all times navigate with due regard to other users, in accordance with the harbour traffic management systems including the speed limit, traffic lights and the instructions of the Harbour Master or Port Manager within the port.
10. Berth users must ensure adequate mooring of their vessels at all times. No metal fittings or chains are to be attached to the Harbour. All short lines should include snubbers or mooring compensators. Vessels must be moored with bow and stern springs in addition to bow and stern lines when appropriate. Repair costs resulting from failure to moor adequately will be charged to the berth user. This extends to rigging.
11. The access gangways, pontoons and mooring fingers are to be kept clear of obstructions. Mooring lines must be laid in a seamanlike manner and must not create trip hazards. During summer months mooring lines must not be laid across the pontoons. LDL staff are empowered to remove any such obstructions, and recover costs.
12. No commercial gutting of fish or over-side dumping of any material including refuse, oil, offal, shall be carried out within the Harbour. Due regard to the environment will be expected from all users at all times.
13. Maintenance of vessels while berthed in the marina is restricted to minor work. Any work which may produce noise, dust, smoke or sparks must not be undertaken when they are likely to affect other harbour users. No waste effluent is to be released which could cause adverse effect to the environment. No work on vessels by contractors is permitted without the permission of the Harbour Master or Port Manager within the Port.
14. The cost of clean-up of any pollution incidents will be borne by the polluter.
15. All persons using any part of the harbour property for whatever purpose do so at their own risk. LDL will only consider liability where it is proven to be directly responsible for a loss. LDL will not be liable for any indirect or consequential loss or damage to a vessel, or any kind in contract, delict or otherwise arising out of your use of Harbour Facilities or any of the products or services purchased on the site.
16. Boat Captains are responsible for checking safety information and notices to Mariners.
17. LDL reserves the right to change or update the Terms and Conditions. Prior notice will be given to Users. The current version of the Terms and Conditions can be found in the Harbour Office and at [www.Lochboisdaleharbour.com](http://www.Lochboisdaleharbour.com). Continued use of the harbour following any changes to these Terms and Conditions shall constitute your acceptance of such changes. Should any clause be deemed invalid it does not affect the validity of any other clause.