



LEISURE CRAFT SHORT TERM BERTHING

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 any charges due, with the ability to realise this income through the sale of the vessel.
4. One day's berthing is from 0800 hours until 0800 hours the following day
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. Any vessel berthed beyond the agreed licence date will be charged pro-rate at the daily rate unless otherwise agreed.
7. Harbour facilities may not be used for any commercial activity without the prior written consent of Harbour Master or Port Manager.
8. It is at the discretion of LDL staff to limit the degree of noise within the Harbour, including 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. Maintenance of vessels berthed in the Harbour is restricted to minor work. No processes are permitted which produce noise, dust, smoke, sparks or any effluent into the environment or which cause adverse effect to the environment or other harbour users. No work on vessels by contractors is permitted without the permission of the Harbour Master or Port Manager within the port.
15. The cost of clean-up of any pollution incidents will be borne by the polluter.
16. 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.
17. Boat Captains are responsible for checking safety information and notices to Mariners.
18. 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. 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 clauses.