

## **GIRVAN HARBOUR TERMS AND CONDITIONS**

### **DEFINITIONS: WHERE THE TERM “HARBOUR” IS USED BELOW IT RELATES TO BOTH, THE HARBOUR BASIN, THE HARBOUR PIER AND THE HARBOUR MASTER.**

- Visiting vessels must report to the Harbour Master on entering the harbour
- All commercial vessels not paying annual composite harbour dues must furnish the Harbour master with details of owner's name address and contact number
- Contact telephone number to be left with the Harbour Master for any vessel left unattended within the Harbour
- All contractors including crane operators must report to the Harbour Master before commencing any work within the Harbour.
- All crane operators must produce and comply with written risk assessments before commencing any work within the harbour.
- All vessels must use bow and stern shore ropes when berthing alongside other vessels
- No vehicle shall be left unattended within the harbour area
- The Harbour Master or his representative shall be responsible for the day to day running of the Harbour
- The tariff of charges will be set by South Ayrshire Council at the start of each season but may be changed or amended at any time and relates to a boats total length
- Existing user's details shall be held by the Harbour Master
- Commercial rates will only be applicable where evidence of current trading accounts can be provided
- Charges are based on unlimited use pertaining to the relevant season and no rebate will be granted for part season berths
- The invoice must be presented when paying your account at one of the offices listed on the reverse of the account
- Only vessels that have paid for the summer season will be entitled to a concessionary rate should the vessel remain in the Harbour over the winter season (See Harbour dues notification for details)
- If you have notified the Harbour Master of your intention to keep the Vessel at the Harbour over the winter season, the vessel should be removed immediately after the 30<sup>th</sup> September (an extension, up to the maximum of 2 weeks can be given in certain circumstances in agreement with the Harbour Master), thereafter a weekly charge will be applicable from the 30<sup>th</sup> September
- All vessels using the Harbour must be covered by third party insurance and provide evidence to the Harbour Master who shall obtain a copy.

### **INVOICES**

- Berthing charges must be paid within 28 days of account being issued. No space will be allocated until all outstanding debts have been received in full

- In the event of outstanding debts by the boat owner to the Harbour administration in respect to berthing and mooring fees, the Harbour reserves the right to exercise a lien on the owner's boat until such times the debt is discharged. The Harbour further reserves the right to remove the boat from its allocated area if the account is not settled within 28 days of the date of the invoice and recover the costs. South Ayrshire Council reserves the right to instruct you to remove your vessel from the Harbour on non- payments of accounts.
- The owner acknowledges and agrees that the Harbour shall have the right to, without prior notice, to require the owner to move and relocate the boat and shall itself, if necessary, have the right to move and relocate the boat to any location within the Harbour
- The Harbour, or its designated representatives, shall have the right to board and enter to carry out any emergency work on the boat without prior notice to the owner. In these circumstances reasonable attempts to contact the owner will be made as soon as possible
- If requested the owner shall deposit duplicate keys giving full access to the boat including engine keys
- Boats shall be moored or berthed in the area allocated by the Harbour/Harbour Master and shall not be placed elsewhere without the agreed of the Harbour Master
- The owner shall ensure that the boat is in a fit state for lifting, launching or recovery and the Harbour shall have NO liability for damage during these operations
- The owner shall comply with the instruction of the Harbour Master or designated representative, in connection with all matters relating to the safe and efficient operation of the Harbour
- The owner shall maintain the boat in a good and clean condition and will ensure that it is moored and secured adequately with the correct fenders and mooring lines
- The owner shall not himself, nor shall he permit any other person to live aboard the boat without the specific agreement of the Harbour Master
- The Harbour reserves the right to introduce any new regulations as deemed necessary to comply with statute regulations, bylaws, or health and safety requirements.
- If the owner fails to remove the boat at the request of the Harbour Master, the Harbour shall have the right to do so and charge reasonable costs for doing so
- The owner shall navigate and control the boat on the approach to the Harbour in a seaman like manner. In particular, whilst in the Harbour confines, the boat shall proceed at a speed that is safe in preventing conditions and shall, at all times, comply with any speed restrictions displayed
- Where possible, the owner should inform the Harbour Master of any intended absence from the Harbour so that no alarm situation is created
- All fuel or inflammable materials must be stored on the boat in properly secured containers or cylinders. Suitable, approved, fire extinguishers must also be installed.
- No refuse shall be thrown overboard or left in the Harbour confines. No oil or waste materials shall be discharged into the water or left in the Harbour premises. No parts of boats, dinghies, gear fittings or similar items shall be left upon the pier or on the Harbour premises.
- After loading or unloading cars should not be left on the pier but should be moved to the adjacent car park
- All vehicles and boats in the Harbour confines are parking at the sole risk of the owner or user
- Animals may be brought on the pier but must at all times be under the control of the owner and any fouling must be lifted and removed

- No animal having been taken aboard shall be brought into or landed at the Harbour without the prior consent of the Harbour Master. The Harbour is both obligated to and reserves the right to, report to the authorities and importation of such animal.
- Electricity where provided, is subject to the following terms and conditions:
  - The Harbour cannot guarantee continuous supply as power cuts and breakdowns are not within its control
  - The Harbour shall approve connectors and cables. The owner shall not seek to connect or reconnect the connectors or cables prior to receiving approval.
- Electricity consumed must be paid for at the current rate of charges set by the Harbour
- Insurance owners must undertake to maintain in full force and effect appropriate Public Liability Insurance. The owner, on request, will furnish the Harbour with proof of current insurance cover.
- The Harbour shall have (without prejudice) the right to terminate the agreement with the owner should the owner be sufficiently be in breach of any of the terms and conditions as set out above.

**SOUTH AYRSHIRE COUNCIL SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY  
EVENT OR CIRCUMSTANCE BEYOND REASONABLE CONTROL**