

CLYDE MARINA CONDITIONS OF BERTHING

A. "Company", "Marina", "we" and "our" shall mean and/or refer to Clyde Marina Limited a company incorporated in Scotland whose registered office is at The Harbour, Ardrossan, Ayrshire KA22 8DB.

B. "Owner" shall mean the owner of the Vessel or gear or property, and where the context so admits, shall also mean charterer, master or agent or the personal representatives of the owner.

C. "Boat" and "Vessel" shall mean, but not limited to ship, yacht, dinghy, catamaran, or craft whether or not its principal propulsion shall be by wind, engine or other method.

1. The Company reserves the right to offer or deny berthing to any owner or vessel. The Owner shall comply with all reasonable instructions of the Company's Marina Manager or his appointed staff with matters relating to the safe and efficient operation of the Marina.

2. The Owner shall at all times navigate and control the Boat in a seamanlike manner so as to cause no danger or inconvenience to any other person or Boat. In particular the Boat shall proceed at a speed which is safe in relation to prevailing conditions and shall at all times comply with any speed restrictions established by the Company.

3. The Ardrossan Harbour Tower light signals must be obeyed at all times when intending to enter or leave Ardrossan Harbour and Clyde Marina. A notice to berth holders detailing the pattern of light signals is available from the Marina Managers office. All vessels are requested to monitor VHF Channel 16 when entering or leaving the Harbour.

4. No dangerous, inflammable, poisonous or noxious substances, oil, petrol, fuel, paint or contaminated bilge water or effluent shall be discharged or allowed to escape into the Marina.

5. Fishing or bathing within the Marina, or within Ardrossan Harbour is prohibited.

6. In the interests of hygiene, no paper or solid matter shall be discharged from Vessel's toilets while the Vessel is in the Marina.

7. All vessels and their gear are entirely at the owners risk at all times whilst located in or on or inside the companies premises and not limited to being moored or berthed alongside pontoons or quayside, or when being towed, handled, hoisted or craned, blocked or cradled or set onto transport of any form or if instructed to be sailed or delivered by the owner outwith the company premises.

8. The standard charge for berthing is based on length overall of the Vessel including fixed projections. In the event of dispute over a Vessel's length, the Vessel shall be measured and the company's decision shall be final. The company's year for berthing runs from the 1st April until the 31st March.

9. Payment shall be due for marina and boatyard fees and any services provided by the company within 7 days of the invoice date. Should payment not be received within this timeframe the company reserves the right to pass the collection of overdue sums to its appointed third party collection agency. In this circumstance the agency fees, usually 15% of the overdue amount, shall be added to the invoiced sum due.

10. Should the owner decide to terminate the berthing contract before the term period (i.e. annual, summer etc) then the fees for the period shall be recalculated using the next berthing package rate that would have been applicable to the length of time the boat actually berthed, before calculating any credit sums repayable.

11. The company reserves the right to require the Owner to remove any vessel from its berth upon providing 7 days written notice to that effect. In the event the owner fails to remove the vessel within the said 7 day period, the company shall be entitled to:-

(i) relocate the vessel within the Marina, or remove the vessel from its berth and secure it elsewhere in some storage area within the Marina and to thereafter charge the Owner all costs

arising out of such relocation or removal, including a storage fee where appropriate charged at the daily berthing rate; or (ii) to sell the vessel at the best price reasonably obtainable and hold the proceeds of sale, after deduction of all costs incurred in the removal, storage and sale reasonably and properly incurred by the Company, to the order of the Owner. The Owners shall indemnify the Company against liability incurred by it to any third party whose vessel may have been sold in the bona fide mistaken belief (which shall be presumed unless the contrary can be proved) that the vessel belongs to the Owners.

12. The company provides berthing for seagoing craft only. The Owner accepts full responsibility for the seaworthy condition of the Vessel and maintaining the Vessel in such condition.

13. Electricity on the berthing pontoons is available to berth holders and will be supplied via card meters. The cards will be available in various values from the Marina reception office. Owners shall supply their own suitable cables and connections to the electrical power outlets provided by the Company.

14. Visiting Vessels are always welcome subject to the availability of berths which may be ascertained from the Marina Manager. Phone 01294 607077 or Fax 01294 607076 or VHF Channel 80. There are no quarantine berths in the Marina and Vessels with animals from abroad will be refused berthing or landing facilities.

15. Entry into the Marina by land or water entails acceptance of the published Marina Regulations, Terms of Business and charges.

16. No part of the Company's Marina or premises or of any Vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes without the express permission of the Marina Manager.

17. The owner shall maintain third party insurance in respect of himself and each of his Vessels and vehicles, his crew for the time being and his agents, visitors, guests and sub-contractors in a sum of not less than £2million in respect of each accident or damage, and in respect of each Vessel, adequate salvage insurance. Such insurance shall be effected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to the Company on demand.

18. Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed the necessary warps and fenders shall be provided by the owner. The Company reserves the right to replace the warps and fenders if considered unsuitable or inadequate, and charge same to the Owner.

19. In accordance with the Scottish Governments policy of limiting the spread of invasive non-native species and following best practice as outlined in the Wildlife and Natural Environment (Scotland) Act 2011 it shall be a condition of berthing that boats are lifted, hulls cleaned off at least once a year and re-antifouled as necessary. The company reserves the right to lift ashore boats with heavy or excess fouling and make charges according to the company's published tariffs.

20. Nothing in the agreement or license or any berthing contract shall entitle an Owner to the exclusive use of a particular berth.

21. No noisy, noxious or objectionable engines, radio, hi-fi, sound system or other apparatus or machinery shall be operated within the Marina or premises so as to cause any nuisance or annoyance to the Company, 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 or vehicle that they shall not behave in such a way as to offend as aforesaid. Mast halyards, lines and rigging shall be secured so as not to cause such nuisance or annoyance.

22. No refuse shall be thrown overboard or left on the pontoons, jetties, quayside or car parks, or disposed of in any other way than in the receptacles provided by the Company or by removal from the Company's Marina or premises.

23. The Company shall provide free car parking for Owners, their crew and guests. All vehicles, trailers are entirely at the Owner's risk and must remain roadworthy and insured for third party risks whilst on the Company's property. Motor vehicles shall be parked in such position and in such manner as shall from time to time be directed by the Company. Owners should ensure that their boats, cars and other property are made secure against entry or theft.

24. On all private sales of Boats berthed or stored on the Company's Marina or premises a 1% discretionary yard commission will be payable to the Company. This will be waived if the Boat is placed for sale on the books of the appointed Marina broker and the Marina broker is given an equal chance to sell the Boat with the Owner or any other broker who may be appointed. Should any other broker sell the Boat the standard code of practice rules as set out by the British Marine Industries Federation and amended from time to time shall apply. 'For Sale' signs other than by the Company's appointed broker are not permitted on any Vessel or part thereof.

25. The Owner shall take all necessary precautions against the outbreak of fire in or upon his Vessel and the Owner shall observe all statutory and local regulations relative to fire protection (if any) which shall be exhibited at the offices of the Company. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the Vessel fit for immediate use in case of fire. Owners shall not refuel Vessels in the Marina or premises other than in the Company's fueling berths.

26. Sailing Vessels shall not maneuver under sail alone whilst in the Harbour or in the Marina.

27. Personal water craft or jet skis shall not operate in the Harbour or Marina without the express permission of the Marina Manager.

28. Children should wear an approved life jacket at all times and shall be accompanied by an adult at all times whilst on the Marina pontoons or quayside.

29. Animals may only be brought into the Marina provided they are at all times kept under the control of the Owner and do not cause inconvenience in the form of noise, fouling of pontoons, quayside or the communal areas or otherwise. Animals insofar as is reasonably practical shall be kept aboard the Boat at all times. The Company reserves the right to require the Owner to remove any animal from the Marina without prior notice. Strict regulations exist for the control of rabies and no animal which has been taken abroad or otherwise acquired abroad shall be brought into or landed in the Harbour or the Marina without the prior written agreement of the Company. The Company will report any suspected breach of this clause to the appropriate authorities.

30. Owners and their crew and guests shall all observe and perform the bye laws, rules and regulations of the Clydeport and the Cunninghame District Council or the equivalent port and local district authorities and as amended from time to time.

31. No items of boat gear, fittings or equipment, supplies or stores or the like shall be left upon the pontoons, jetties, quayside, car parks, boatyard or boatsheds.

32. Dinghies, tenders and rafts shall be stored aboard the Vessel unless a berth is separately provided by the Company.

33. The Company reserves the right to introduce amendments to the Conditions which relate solely to the Company's Marina and premises and which are not inconsistent with these Conditions and to amend the Conditions from time to time. The Conditions and any amendments to them shall become effective when 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 Conditions as for a breach of these Conditions.

CUSTOMER DETAILS

Owners Name: _____ Phone No: _____

Address: _____ Mobile: No: _____

Post Code: _____ Email _____

BOAT DETAILS

Boat Name: _____ Make & Model _____ Copy of Insurance Provided:

(See Clause 16)

Length Overall: _____ Beam: _____ Draft: _____ Displacement: _____

Date of Arrival _____ Do you require a copy of Signed Berthing Agreement YES / NO

CONTRACT DETAILS

CONTRACT TYPE _____

DATE OF CONTRACT _____

I wish to apply for berthing/hoisting etc. at stated rates and confirm I have read and understood the Conditions of Berthing.

Berthing Payable in advance, all other accounts in 7 days

Signature Date