

ISLE OF HARRIS MARINA – BERTHING TERMS & CONDITIONS. FEB 2021

Tarbert is a 'Live Ferry Berth' – no leisure vessel movements are allowed whilst the ferry is arriving or departing and mariners must keep themselves informed of these times, which are subject to alteration. Boat Captains are responsible for checking safety information and notices to Mariners.

1. Berths remain the property of Harris Development Limited (HDL). No modifications are to be made to berths or fendering.
2. All boats using marina berths must maintain, in force at all times, valid third-party insurance cover of at least £3 Million. Berth users will be charged the full cost of repairs resulting from any damage they cause in the marina.
3. If any dues or costs due to HDL remain unpaid for a period of 28 days, HDL reserves the right to remove the Vessel; HDL 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. Any vessel berthed without a valid licence is berthed without HDL's authorisation. HDL shall not be responsible for any loss or damage sustained either at the berth or due to its removal.
5. Any vessel berthed beyond the agreed licence date will be charged pro -rate at the daily rate unless otherwise agreed.
6. Marina facilities may not be used for any commercial activity without prior written consent.
7. It is at the discretion of HDL staff to limit the degree of noise within the marina, including limiting noise from rigging and other static or mechanical attachments.
8. Boat owners and captains are expected to conduct themselves in a courteous and professional manner at all times. Any person deemed to be a nuisance to other berth holders or visitors will be excluded from the facilities and their berth lease terminated with immediate effect.
9. Electricity is not included in the licence price except to visiting overnight yachts. Drinking water is free of charge but HDL reserves the right to charge for other use of water.
10. The users of the marina facilities will at all times navigate with due regard to other users, in accordance with the marina traffic management systems and instructions of the Marina 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 marina. 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. HDL is not liable for damage or loss to vessels inadequately moored and can ask for the vessel to be removed from the pontoons if it sees fit.
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. Mooring lines must not be laid across the pontoons. HDL 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 marina. Due regard to the environment will be expected from all users at all times.
14. Maintenance of vessels berthed in the marina 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 marina users. No work on vessels by contractors is permitted without the permission of the Marina Manager.
15. The cost of clean-up of any pollution incidents will be borne by the polluter.
16. All persons using any part of the marina property for whatever purpose do so at their own risk. HDL will only consider liability where it is proven to be directly responsible for a loss. HDL 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 marina facilities or any products or services purchased on site.
17. HDL reserves the right to change or update the Terms and Conditions. Prior notice will be given to Users. Terms and Conditions can be found at www.isleofharrismarina.co.uk. Continued use of the marina following any changes to these Terms and Conditions shall constitute your acceptance of such changes.