



Rules for the Yacht Pontoons and Moorings

1. The following Rules are supplementary to and to be read in conjunction with the Tarbert (Loch Fyne) Harbour Authority Bye Laws 1989. The expressions "Owner" and "Harbour Master" are as defined in Part One of those Rules.

2. All vessels and vehicles are berthed, moored or parked and moved at the sole risk of the owner and The Harbour Authority accepts no responsibility for loss or damage to or theft or loss of use of vessels or vehicles or any articles left therein or thereon, or any property of the Owner or other person occurring from any cause whatsoever. Owners are required to ensure that their vessels and the contents thereof are adequately insured against all risks including, but not limited to, Third Party Claims and Salvage, and any loss sustained by the Harbour Authority resulting from any accident to or caused by the vessel. The Authority may require evidence of insurance to be produced.

3. Owners are required to moor their vessels in such position and such manner as shall from time to time be directed by The Harbour Master and The Harbour Master is authorised to move any vessel at the Owner's risk, boarding the vessel for such purpose without being liable for any damage thereby occasioned. The necessary warps and fenders shall be supplied by the Owner.

4 The car park is intended for Owner's cars only and boat trailers may only be parked for short periods as directed by the Harbour Master from time to time. Caravans or tents may not be parked or used in the car park. The car park is or maybe available for out - wintering of yachts/boats during winter months (as such maybe determined by the Harbour Authority from time to time) at the Owner's responsibility on application to the Harbour Master.

5. All persons using any part of Harbour Authority premises or facilities, whether by invitation or otherwise, do so at their own risk.

6. Berths or moorings shall not be loaned, sub-let, transferred or used by any vessel other than that for which they are hired except that if vacant at any time they may be used by the Harbour Master at his discretion.

7. Owners are not entitled to the exclusive and continuous use of any particular berth. The Authority intends that the allocation of berths shall, as far as possible, remain unaltered throughout the season but Owners may be required to change berths from time to time. Mooring holders are requested to a leave dinghy on the moorings when day sailing or to inform the Harbour Master their date of return if on an extended cruise.

8. Berth Holders are requested not to leave their dinghies outside their vessel but, where possible, to store them on board, when on mooring or at pontoons.
9. No guarantee is given nor responsibility accepted by the Authority for the safety of any person or persons, or vessel, her gear or contents, nor for the suitability of any berth, any structure or gear provided.
10. Owners must ensure that vessels when entering or leaving the harbour shall not proceed at such speed or in such a manner as to endanger or cause a nuisance to other craft at the pontoons or on moorings or otherwise berthed or under way. This rule applies in particular to powered dinghies.
11. Owners shall observe the Bye Laws and Rules of Tarbert (Loch Fyne) Harbour Authority and agree to indemnify the Authority against all actions, suits and losses, damages, claims or demands which may arise in consequence of the breach of or failure to observe and perform and abide by such Bye Laws and Rules, and these Rules.
12. No part of the pontoons or vessels moored thereon shall be used by the Owner or any other person using the pontoon for the commercial sale or demonstration of any yacht or other vessel without the written consent of the Harbour Authority nor shall any part of the pontoons or vessels moored thereon or the car park be used by any person for any commercial purpose including hiring, embarkation of charter parties, sale or demonstration of yachts or hiring, sale or demonstration of vehicles without prior written consent of the Harbour Authority (which consent, if granted, may include provision for extra payment over and above normal dues.)
13. No boats, fittings, gear, equipment, supplies, stores or other articles may be left on the pontoons or the car park or on roadway or bridges or others giving access thereto.
14. Berths may be rented for a maximum period of one year from First April. The Owner shall be and remain liable for the rent for the full period for which he has rented a berth whether or not he makes use of the pontoon facilities for the whole of such period and shall not be entitled to any rebate of any rent for any part of the said period during which he does not make use of pontoons except at the discretion of the Harbour Authority.
15. No refuse shall be thrown overboard or placed on the pontoons or car park or disposed of in any other way than inside the receptacles provided by the Harbour Authority. No petrol, diesel or other oil contaminated bilge water or sewage shall be discharged or allowed to escape into the Harbour.
16. No noisy, noxious or objectionable engines, radio apparatus, machinery or other equipment shall be operated within the harbour or car park and the Owner shall undertake for himself, his guests, captain, crew and any other persons using the pontoons on his invitation that they will not behave in such a way as to cause a nuisance to other users of the pontoons or any person residing in the vicinity or any damage to the pontoons or any associated equipment or others associated therewith. All halliards shall be frapped clear of the masts.
17. No work shall be done to the vessel whilst at the pontoons or in the car park without prior written consent of the Harbour Authority. Minor running repairs of a routine nature may be carried out by the owner or his permanent crew or by his contractor or agent provided it does not cause any nuisance or annoyance to any other users of the pontoons or car park, and provided that the dues

for berthing, parking or any other dues that maybe levied in terms of the Schedule of Rates and Dues are paid in full for the full period of such work.

18. The Harbour Authority provides moorings for sea-going craft only. The Owners accepts sole responsibility for the seaworthy condition of the vessel and for any damage caused by the vessel, her fittings or equipment or by persons using the same.

19. The Owner is required to provide adequate fire extinguishing equipment of an approved pattern aboard the vessel.

20. If for any reason a private mooring within the harbour is vacated or not further required by the Owner it may not be transferred or sold to another party without returning the space to the Harbour Authority who shall have sole discretion as to whether to approve the transferee or purchaser for future occupation of such space.

21. The Harbour Authority shall have the right to terminate the hiring of a berth or mooring or mooring space in the event of the Owner failing to observe any of these Rules and the Owner will be required to remove his vessel within fourteen days after receipt of notice from the Harbour Authority requesting removal of the vessel being sent by Registered Post to the Owner at his last known address. On failure to remove the vessel at the expiration of the said period of fourteen days, the Harbour Authority shall have the right to remove the vessel from the pontoons or moorings and to charge the Owner with the cost of doing so together with the cost of mooring elsewhere. Any sum of money owing to the Harbour Authority by way of rental or otherwise on the last day of occupancy shall be paid prior to the removal of any vessel and the Harbour Authority has the right to exercise a lien on the vessel and /or vehicle of the Owner and on any gear or other equipment which may be at that time on Harbour Authority property until payment is made. In the event of termination by the Harbour Authority of the hiring of the berth or mooring the liability of the Harbour Authority is limited to a refund of a proportion of the payment, calculated by reference to the unexpired portion of the period of rental calculated on a day today basis.

22. No charge is made for water on the pontoons and in return users are requested to exercise all reasonable economy.

23. Owners using supplies of electricity provided on the pontoons shall pay the charge for such use as laid down from time to time by the Harbour Authority and in the manner provided by the Harbour Authority.

24. Owners of vessels renting Harbour Authority moorings for either six monthly or yearly periods are required to provide and fit their own junks and swivels, The Authority assumes responsibility only for the block chainriser and float on such moorings.

25. Craft exceeding the following dimensions shall not be permitted to use the pontoons without the prior written permission of the Harbour Authority

Weight - Not more than 30 tonnes

All requests to use the pontoons on a non-casual, permanent basis require the Harbour Authority's prior written approval, regardless of the vessel's dimension.

26. These Rules and Conditions may be altered or amended from time to time by resolutions passed at the Regular Meeting of the Harbour Authority. Upon notice of such amendment being intimated in writing to an Owner it shall be deemed to be incorporated herein.

MacArthur Stewarts & Company

Clerks to the Harbour Authority 16/2/90