



Rules for Berth Holders and Visitors to the Yacht Pontoons, Harbour and Moorings

1. Rules supplementary to byelaws. 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 Bye Laws. The expression "berth" shall include the relevant portion of pontoon and the adjacent water area. The expression "pontoon" shall include any gangway giving access to the pontoon.

2. Vessels etc at risk of Owner who must insure vessel etc All vessels, vehicles, trailers and suchlike are berthed, moored, parked and moved at the sole risk of the owner, and Tarbert Harbour Authority accepts no responsibility for loss, damage to, theft, loss of use of vessels or vehicles, 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, vehicles, trailers and suchlike, 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. Mooring of vessels and placement of other property at direction of harbourmaster. 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 (at any time for reasons of safety, security or good management of the Harbour Authority's property) to move any vessel at the Owner's risk, boarding the vessel for such purpose without being liable for any damage thereby occasioned and without any requirement to give prior notification to the Owner. The necessary warps and fenders shall be supplied by the Owner. The same provisions shall apply mutatis mutandis to any other property of the Owner on the property of the Harbour Authority.

4. Parking. Owners will be allowed to park up to two vehicles only for the periods of time Owners are on board and or visiting their vessel or cruising on their vessel. Any boat trailers and suchlike may only be parked for short periods as directed by the Harbour Master from time to time. Motorhomes, Caravans or Tents may not be parked or used in the car park without the Harbour Master's permission. The car park is or may be available for out - wintering of vessels 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. The Harbour Authority has the right to implement a charge to Owners of vessels, trailers, and suchlike that are parked at the marina car park or any other location on the marina grounds without prior written permission from The Harbour Authority.

5. Use of harbour facilities at risk of Owner. All persons using any part of Harbour Authority premises or facilities, whether by invitation or otherwise, do so at their own risk. No warranty is given by the Harbour Authority regarding the suitability of any pontoon, berth or mooring or other facilities for its intended use by the Owner.

6. No subletting etc for use by other vessels. Berths or moorings shall not be loaned, sub-let, transferred, or used by any vessel other than that for which they are hired, and if any berth or mooring

is actually vacant at any time it may be used by the Harbour Master at his discretion with no obligation to account to the Owner for any revenue generated by such use.

7. No exclusive use. 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 leave dinghy on the moorings when day sailing or to inform the Harbour Master their date of return if on an extended cruise.

8. Placement of dinghies. 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 of safety etc. 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. Speed limits and avoidance of nuisance. 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, on moorings or otherwise berthed or under way. This rule applies in particular to powered dinghies.

11. Byelaws and indemnity. 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 commercial use. 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 equipment to be left on pontoons. No boats, fittings, gear, equipment, supplies, stores or other articles may be left on the pontoons, car park, roadway, bridges or others giving access thereto. It is the responsibility of owners to ensure that all electric cables and hoses are stored away safely when not in use, and to ensure that electric cables and hoses shall not be run perpendicular across a pontoon walkway or to cause a trip hazard. It is also the sole responsibility of the owner to ensure anchors and davits are not overhanging walkways.

14. No rebate for non-use. 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 they have rented a berth, whether or not they make 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 they do not make use of pontoons except at the discretion of the Harbour Authority.

15. Refuse and contamination. 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. Owners shall take all necessary precautions to avoid pollution of the environment and shall indemnify the Authority for any loss or damage arising from any pollution of the environment.

16. Noise/nuisance. No noisy, noxious or objectionable engines, sound equipment (including any equipment for transmission or reproduction of music, radio or entertainment), musical instruments (amplified or not), machinery or other equipment shall be operated within the harbour or car park (and the harbourmaster shall be entitled to determine in his discretion what is noisy, noxious or objectionable) and the Owner shall undertake for themselves, their guests, captain, crew and any other persons using the pontoons on their 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. Works. No work shall be carried out to vessels, vehicles, trailers and suchlike by berth holders, private individuals or contractors 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, their permanent crew, their 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. The owner must ensure their contractor or agent signs in at the Marina Office and supplies a copy of valid public liability insurance prior to carrying out any work on vessels, vehicles, trailers and suchlike on the pontoons, marina car park or any other location on the marina / harbour grounds.

18. Maintenance of vessels. The Harbour Authority provides pontoon berths and swinging 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. The Owner is required to correctly maintain their vessel which includes ensuring no heavy fouling of the vessels hull and ensuring that the topside of the vessel is kept in a clean condition. All vessels shall be removed from the water for maintenance no more than every 36 months.

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

20. Moorings not transferable with vessel. 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. The purchaser shall be treated as a new customer of the Harbour Authority rather than an assignee of the seller.

21. Harbour authority right to terminate. 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 their 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 their 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, this right of lien may continue to exist against a vessel after a change of ownership. 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. **Water.** No charge is made for water on the pontoons and in return users are requested to exercise all reasonable economy.

23. **Electricity.** 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. **Swinging mooring junks and swivels.** Owners of vessels renting Harbour Authority swinging 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, chain riser and float on such moorings. Owners of vessels using Marra Buoy harbour moorings shall provide a bridle set up to attach to the harbour pendant provided on the Marra Buoy. Owners of vessels will be liable to cover the replacement cost of a mooring pendant if damage is caused due to misuse.

25. **Permission required beyond maximum dimensions.** 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

Length – Not more than 30 metres

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. **Swimming.** Recreational swimming is not permitted around the Marina Pontoons, fish quay or ferry slip.

27. **Lifejackets.** Lifejackets are recommended to be worn by owners, visitors and contractors at all times on the pontoons. Lifejacket lockers are available to use.

28. **Sale or loss of possession of vessel.** If the Owner sells the vessel or loses their right to possession of the vessel, they must immediately inform the Harbour Authority in writing. The Owner must include the date of the change of ownership or right to possession, and the name and residential address and email address of the new owner or person having the right to the vessel. The new Owner must also confirm this information in writing to the Harbour Authority and agree to be bound by these Rules and pay the Harbour Authority's charges. Until the Harbour Authority receives both notices containing all this information, they will treat the vessel as being the original Owner's property and they will continue to be responsible for all charges incurred in connection with hiring a berth or a mooring. This Rule 28 is without prejudice to Rule 20 such that the Harbour Authority retains a discretion as to whether to accept the new Owner as a new berth holder.

29. **Nonpayment of charges.** The Owner is responsible for paying berthing fees or marina service fees to the Harbour Authority in the amount and in the manner specified in the Harbour Authority's website. If the Owner fails to pay fees within 30 days of the date on which they are due, the Harbour Authority may serve a final warning in respect of the outstanding sum, requiring the Owner to make payment within a further 10 days. If after the expiry of that 10 days the outstanding sum has not been paid, this will be treated as a breach of marina terms and conditions and the Harbour Authority shall be entitled to: prevent the vessel from leaving the marina and/or charge interest rates and/or proceed with legal action to recover the debts owed to the Harbour Authority.

30. **Maintenance of contact details.** The Owner undertakes to keep the Harbour Authority advised as soon as reasonably practicable of any change of residential address, email address and telephone number.

31. **Drying out of vessels.** No guarantee is given, nor responsibility accepted by the Authority, for the safety of any person or persons, or vessel, her gear or contents, when owners are drying out vessels alongside Jakes Quay or behind the Ferry Berth.

32. **WIFI.** Is supplied by WiFiSpark; The Harbour Authority has no liability for any outage or error. Any breach of the supplier's rules will be treated as a breach of the Rules.

33. **Children at the harbour.** Children should wear suitable lifejackets and should always be supervised when near the water. Please do not ride or allow children to ride in the marina trolleys. Bicycles, scooters or skateboards should not be used on the marina pontoons or jetties for the safety of everyone using the marina.

34. **Amendment of rules.** 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 published on the Harbour Authority's website it shall be deemed to be incorporated herein.

Darren Mair

Harbour Master

8th June 2025