



THE IRVINE HARBOUR COMPANY

Please complete and detach page 4 and return together with cheque and a copy of insurance certificate.

CONDITIONS OF CONTRACT

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1. In these conditions “the company” shall mean “the Irvine Harbour Company” and the expression “the Harbour” shall mean all waters within the Company’s jurisdiction. The expression “the Owner” shall mean the person or persons responsible for the vessel moored in the Harbour.
2. (a) No vessel shall be anchored, moored, berthed or made fast in or to the Harbour in any place other than a berth or place allocated from time to time by the Harbourmaster. Vessels using the Company’s permanent moorings shall be moored fore and aft to the buoys provided using their own warps, except as otherwise permitted by the Harbourmaster.

(b) No vessel may be moored at the designated mooring other than that permitted by the contract.

In the event of a change of vessel during the period of the contract, the Owner will require to obtain the prior written approval of the Harbourmaster to moor at the designated mooring.

3. All vessels and vehicles are berthed, moored or parked and may be moved by the Company at the sole risk of the Owner. The Company, its employees or agents accept no responsibility whatsoever arising from an injury or death or for any loss of or damage to or theft of or from any vessels, vehicles or other property of the Owner or any third party from any cause whatsoever unless such injury, death, loss or damage is due to the negligence of the Company, its servants or agents.
4. The Owner is required to ensure that the vessel carries third party cover for a minimum of £2,500,000 for any one accident, and is adequately provided with means of extinguishing a fire. The Owner is recommended to comprehensively insure all his/her property brought within the Harbour or on to the Company’s premises

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Incorporated in Scotland under the Irvine Harbour Company
Order Confirmation Act 1920

5. (a) Except with the written consent of the Company, given at the Company's sole discretion, no part of the Company's premises or of the vessel whilst in the Harbour may be used by the Owner, the employer or agents or any person for any commercial purposes including but without limitation, hiring, sale or demonstration subject to 5 (b) below, provided that the occasional use of the vessel by a relative or personal friend of the Owner on payment to the Owner of a contribution towards the actual running costs of the said vessel shall not be deemed a commercial purpose hereunder.

(b) No advertisement of sale shall appear on the Company's premises or on the vessel whilst in the Harbour. The Owner may not allow inspection for purpose of sale of the vessel or any part thereof, whilst in the Harbour but the Owner must be present at all times. Trials of the vessel must be carried out outside the Harbour limits apart from the exit and re-entry. The Owner shall advise the Company forthwith on the sale of the vessel and this contract of mooring between the Company and the Owner shall automatically terminate on the seventh day following the day of sale or immediately such is known by the Company if the Owner fails to notify the Company of the date of sale.

6. All persons using the Harbour or any part of the Company's premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk.
7. No vessel shall be used as a houseboat or for the permanent residential purposes and in the interests of hygiene, sea toilets must be used whilst the vessel is berthed or moored in the Harbour.
8. No boats, gear, fittings, equipment, supplies, stores or other articles may be left on the jetties, slipways or access thereto, or on any other part of the Company's premises without the permission of the Harbourmaster.
9. No rubbish or waste material shall be deposited in the Harbour or disposed of anywhere on the Company's premises other than in the receptacles provided by the Company. No petrol, fuel, oil or contaminated bilge water shall be discharged into the Harbour.
10. No noisy, noxious or objectionable engines, radio or other apparatus, machinery or equipment shall be operated within the Harbour or elsewhere on the Company's premises, and the Owner shall ensure that neither he/she or any other persons using the Harbour facilities on his/her invitation cause any nuisance or damage to the Company, other users of the Harbour, or any persons residing in the vicinity thereof.
11. All halliards shall be trapped clear of the masts.
12. All vessels shall navigate within the confines of the Harbour with due care and attention, at a speed not exceeding 4Kt.

13. All vessels and dinghies using the Harbour of the Company's premises shall have their names clearly painted on the outside in letters of a least 2" high.
14. No vessel shall, except in an emergency, be anchored, moored, berthed, made fast or placed in any position which in the opinion of the Harbourmaster may obstruct or interfere with the free movement of any other vessel. Pleasure craft shall keep clear of commercial vehicles moving in narrow waters. The Company may enter, moor, move, load or carry any work on any vessel or vehicle or of the Company's premises, plant or equipment or for the safety or convenience of other users of the Harbour, and the Owner of such shall pay the Company reasonable costs and charges for such action.
15. The Owner shall ensure that the vessel is maintained in a seaworthy condition and accept full responsibility to the exclusion of the Company for damage caused by such vessel, its fittings or equipment or by persons using the same.
16. This contract is personal to the Owner and cannot be assigned. Sub-letting of berths is strictly forbidden.
 - i. The Company may terminate this contract in the following circumstances:
 - a) In the event of failure by the Owner to observe any of these conditions or any of the Harbour bylaws.
 - b) In the event that the Company for operational or safety reasons cannot allow the continued use of the mooring.
 - ii. Notice of termination will be sent to the Owner at the last known address by Registered Post and the Owner will remove the vessel within 14 days of the date of receipt of such notice.

In the event of failure to remove the vessel on the expiration of the said 14 day period the Company may remove the vessel and recover the cost of doing so from the Owner.
17. In the event of termination by the Company of this Contract, the liability of the Company is limited to a refund of the mooring charge proportionate to the unexpired portion of the period on the Contract. Any sum of money owing to the Company by way of rental or otherwise on the expiry of the mooring period shall be paid prior to removal of the vessel by the Owner and the Company may exercise a lien on the vessel or any gear or equipment until such payment is made.

The Irvine Harbour Company
C/o NPL Estates Ltd.
Fyfe Chambers
105n West George Street
Glasgow
G2 1PB

I/We, the undersigned, being mooring holder(s) ('the Owner') in Irvine Harbour for the season 2010/2011 have read and understood the Mooring Conditions and agree to abide by the said Conditions:-

Mooring No:.....

Name of Vessel:.....

Length of Vessel:.....

Signed:.....

Date:.....

Address:.....

.....

Postcode:.....

Contact Tel no:.....

Alternative Tel no:.....

Email address:.....