



GENERAL CONDITION OF MOORING AND STORAGE ASHORE

1. GENERAL

- 1** For the purpose of these Conditions, Master shall include owners, charterers, licensees and any authorised agent of the Master or other person for the time being lawfully in charge (other than Lochgoil Watersports Club Ltd) of the vessel.
- 1.01** The Boat Storage facility comprises that part of Point Field as defined in the Purchase Agreement between Lochgoil Watersports Club Ltd and the Forestry and Land Scotland and includes the slipway, Pontoon, access road, boat parking, gravel pit and storage areas as defined in the drawing associated with the agreement.
- 1.02** The storage of any vessel in this area amounts to acceptance of these conditions and of payment of all charges in respect thereof.
- 1.03** Masters will be responsible for the conduct of, and fully accountable for any loss, injury or damage or nuisance caused or committed by, their crew members, agents or guests while within the Boat Storage facility.
- 1.04** (a) Lochgoil Watersports Club Ltd shall not be liable for any loss, theft, or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the Master or others claiming through the Master, except to the extent that such loss, theft or damage may be caused by the negligence or willful act of Lochgoil Watersports Club Ltd or those for whom Lochgoil Watersports Club Ltd are responsible.

(b) The Master shall indemnify Lochgoil Watersports Club Ltd against all loss, damage, costs, claims or proceedings incurred by or instituted against Lochgoil Watersports Club Ltd or their servants or agents which may be caused by the Master's vessel or vehicle or by the Master, his/her servants, agents, crew, guests, or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or willful act of Lochgoil Watersports Club Ltd or those for whom they are responsible.

(c) The Master shall insure his vessels and vehicles adequately against loss or damage howsoever caused and shall maintain at least third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £500,000 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 Master shall produce the policy or policies relating thereto to Lochgoil Watersports Club Ltd on demand.
- 1.05** Except with the written consent of Lochgoil Watersports Club Ltd, which may be withheld at Lochgoil Watersports Club Ltd's sole discretion, no part of Lochgoil Watersports Club Ltd's premises or the vessel shall be used by the Master for any commercial purpose, including hiring, embarkation of charter parties, sale or demonstration for sale, except for a private sale, or hire of the vessel, provided that the occasional use of the vessel by a personal friend of the Master on payment to the Master of a contribution towards the actual running cost of the said vessel shall not be deemed a commercial purpose hereunder.
- 1.06** Masters are permitted to carry out normal maintenance work on their vessels in the Boat Storage facility. Work on vessels by outside contractors is not permitted without the permission of Lochgoil Watersports Club Ltd which shall not be withheld without good reason. Contractors must hold public liability insurance to a minimum value of £3,000,000.
- 1.07** Within 7 days of any sale or transfer of any vessel, which is subject to a current Boat Storage space allocation granted to the Master by Lochgoil Watersports Club Ltd subject to these Conditions, the Master shall notify Lochgoil Watersports Club Ltd of the name and address of the purchaser or transferee. The boat park bay is not automatically transferable to the new owner.
- 1.08** Unless the Master has Lochgoil Watersports Club Ltd's prior consent, the Master shall not lend or transfer the space (this being personal to the Master relating to his particular vessel and non-assignable)



nor shall the Master use the space for any other vessel.

- 1.09** Nothing in this allocation shall entitle a Master to the exclusive use of a particular space. Lochgoil Watersports Club Ltd reserves the right to allocate spaces according to availability, length and type of vessel and shall be able to move members boats about to suit the best layout of the boat park.
- 1.10** Spaces shall be allocated for the periods published by Lochgoil Watersports Club Ltd and charges therefore will be calculated by reference to Lochgoil Watersports Club Ltd.'s published list of charges ruling at the commencement of the allocation, or as otherwise agreed. The annual charge is a fixed amount and there is no pro rata arrangement in place for shorter periods.
If a member has paid boat park fees for a season and removes their boat within 3 months of the start of the season, the club will refund the storage fee pro rata based on full calendar months. If the boat is removed more than 3 months after the start of the season, no refund will be payable.
- 1.11** The vessel shall be stored by the Master in such a manner and position as Lochgoil Watersports Club Ltd may require and the necessary warps or other equipment shall be provided by the Master. The Master will provide a suitable trailer or cradle for the movement and storage of the vessel.
- 1.12** Vessels in the boat park must not be used for residential purposes.
- 1.13** (b) Without prejudice to the provisions of Condition 1.2, in the event of a vessel and/or other property belonging to the Master remaining in or upon Lochgoil Watersports Club Ltd.'s premises after the expiry of the period of the allocation, the Master will be liable to pay to Lochgoil Watersports Club Ltd the appropriate storage charges for the period after such expiry at the rate or rates applicable to the period after such expiry.
- (c) In the event of any vessel and/or other property belonging to the Master remaining in or upon Lochgoil Watersports Club Ltd.'s premises for a period of three months or longer after expiry of the period of the allocation, Lochgoil Watersports Club Ltd shall have the right to impound the vessel and/or such other property until such time as any money due to Lochgoil Watersports Club Ltd in respect of the vessel and/or such property, on account of storage charges, or otherwise, shall be paid.
- (d) In the event of that vessel and/or other property remaining in or upon Lochgoil Watersports Club Ltd.'s premises and is not displaying a valid membership number, and the owner is not known or cannot be traced, then Lochgoil Watersports Club Ltd shall have the right to move the vessel and/or property to a secure area. If after a period of three months the owner has still not been identified then Lochgoil Watersports Club Ltd shall have the right to impound the vessel and/or property until such time as (1) any money due to Lochgoil Watersports Club Ltd in respect of the vessel and/or such other property, whether on account of storage or otherwise, shall be paid and (2) a valid membership number is placed and displayed on such vessel and/or other property.
- (e) In the event of any vessel and/or other property belonging to the Master remaining in or upon Lochgoil Watersports Club Ltd.'s premises after the expiry of the annual fee, whether it is impounded under the provisions of Condition 1.13(c) or not, then Lochgoil Watersports Club Ltd shall have the rights specified in Condition 1.13(f) in the event of whichever shall first occur of the following conditions, namely either (i) the value of the vessel and/or other property belonging to the Master upon Lochgoil Watersports Club Ltd.'s premises falling below the amount of any outstanding charges due to Lochgoil Watersports Club Ltd or (ii) a period of 12 months having elapsed since the expiry of the fees.
- (f) In the event of the fulfilment of either of the Conditions referred to in the sub-paragraph (i) or (ii) of Condition 1.13(e) then any vessel and/or other property belonging to the Master in or upon Lochgoil Watersports Club Ltd premises, shall be deemed to be the property of Lochgoil Watersports Club Ltd and Lochgoil Watersports Club Ltd shall be entitled to sell or otherwise dispose of such items. From the proceeds of the sale of any such items Lochgoil Watersports Club Ltd shall be entitled to retain any sums due to it on account of any storage fees, or otherwise. Lochgoil Watersports Club Ltd shall also be entitled to retain any costs or expenses incurred in connection with the sale or disposal before paying the balance (if any) to the Master.
- (a) Lochgoil Watersports Club Ltd have the right to exercise a general lien upon any vessel and/or other



property belonging to the Master of the vessel whilst in or upon Lochgoil Watersports Club Ltd.'s premises until such time as any money due to Lochgoil Watersports Club Ltd in respect of the vessel and/or other such property whether on account of rental, storage dues or otherwise shall be paid.

- 1.14** The purpose of the boat park is to provide winter boat storage for active members of the club, ie those who use their boats during the summer season and for members who launch and retrieve during the summer season.

Anyone who has stored a boat, unused, in the boat park for a period of 1 year or more will be deemed to have become an inactive member and will be required to remove their boat from the boat park. The Board shall determine whether a vessel has been used/unused in terms of this rule.

- 1.15** (a) 'Lochgoil Watersports Club Ltd shall have the right (without prejudice to any other rights in respect of breaches of these Conditions by the Master) to terminate the boat storage facility granted to the Master in the following manner in the event of any breach by the Master of these Conditions or of any failure by the Master to make payment due to Lochgoil Watersports Club Ltd. If the breach is capable of remedy, or the Master has failed to make any such payment, Lochgoil Watersports Club Ltd may serve notice on the Master specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount due within 14 days.

If the Master fails to remedy such breach or pay the amount due within 14 days, or if the breach is not capable of remedy, Lochgoil Watersports Club Ltd may serve notice on the Master specifying the breach or failure to pay (when not already specified) and requiring him to remove the vessel within 28 days, at the expiration of which the Master shall remove the vessel and any other property of his from the Boat Storage facility. Lochgoil Watersports Club Ltd shall refund to the Master the unexpired portion of the fee subject to a right of set-off in respect of any damage suffered by Lochgoil Watersports Club Ltd and/or other monies owing as a result of any of the matters giving Lochgoil Watersports Club Ltd the right to terminate the facility.

(b) When no date of termination has been agreed in writing between the parties, Lochgoil Watersports Club Ltd or the Master may terminate the allocation granted to the Master by giving the other 28 days' notice of such termination, at the expiration of which the Master shall remove the vessel from the facility prior to the expiration of the notice period.

If the Master fails to remove the vessel on termination of the allocation (whether under this Condition or otherwise), Lochgoil Watersports Club Ltd shall be entitled: -

(i) To charge the Master with the rental which would have been payable by the Master to Lochgoil Watersports Club Ltd if the facility had not been terminated for the period between termination of the allocation and removal of the vessel and/or

(ii) At the Master's risk (save in respect of loss or damage caused by Lochgoil Watersports Club Ltd.'s negligence during such removal) to remove the vessel from the Boat Storage facility and thereupon secure it elsewhere and charge the Master with all costs arising out of such removal including alternative storage fees.

- 1.16** In all cases where an agreement to occupy any space, property or facilities may be lawfully terminated by notice, the same shall be deemed to be lawfully served if served personally on the Master or sent by registered post or recorded delivery service to the last known address in the United Kingdom, of the Master.

- 1.17** Any obligation of Lochgoil Watersports Club Ltd towards vessels or other property left at the facility ends upon the expiry or lawful termination of the grant to the Master of facilities in respect of such vessels or other property and Lochgoil Watersports Club Ltd accepts no responsibility for loss or damage to any vessels or other property, left at the facility without its consent save in so far as such loss or damage is caused by the negligence of Lochgoil Watersports Club Ltd or those for whom Lochgoil Watersports Club Ltd is responsible.

- 1.18** Lochgoil Watersports Club Ltd Board reserves the right to introduce regulations for the management of the facility, which are not inconsistent with these Conditions, and to amend such regulations from time to time. Such regulations and any amendments to them shall become effective on being displayed at the Club Notice board and Lochgoil Watersports Club Ltd shall have the same rights against the Master for a breach of the



regulations as for a breach of these Conditions.

- 1.19** In order to maintain safety for both the launching and recovery of vessels, access to the main loch and to allow water-skiers to begin and complete their ski, no moorings are to be placed in the area defined by a point centred at the top of the slipway extending to a 45 degree angle into the loch for a length of 200 yards. If in any doubt, agreement must be obtained from a member of the Lochgoil Watersports Club Ltd Board.

2 SAFETY

- 2.01** All persons visiting or using any part of Lochgoil Watersports Club Ltd premises or facilities for whatever purpose do so at their own risk unless any injury or damage to person or property was caused by or resulted from Lochgoil Watersports Club Ltd.'s negligence or deliberate act, or that of those for whom Lochgoil Watersports Club Ltd are responsible.
- 2.02** All vessels must be equipped with adequate fire-fighting equipment as recommended by the Royal Yachting Association and the Department of Trade and Industry, or as required by regulation under law.
- 2.03** Petrol and other inflammable substances shall not be stored on a vessel except in a receptacle specifically constructed for such purposes. No fuel or other inflammable substances, except fuel remaining in fitted tanks, shall be stored on a vessel ashore.
- 2.04** Engines must be switched off when refueling.
- 2.05** Lochgoil Watersports Club Ltd shall have the right to board, enter or carry out any emergency work on a vessel if, in Lochgoil Watersports Club Ltd.'s opinion such be necessary for the safety of the vessel or the safety and/or convenience of other users of the Boat Storage area, or for the safety of Lochgoil Watersports Club Ltd.'s premises, plant or equipment and the Master shall pay Lochgoil Watersports Club Ltd reasonable Charges for such work.
- 2.06** Owners shall ensure that all gear, fittings, ladders, equipment (electrical, including leads), is maintained in a condition which makes it suitable to ensure the safety of the user and all others who may be in the vicinity.

3 POLLUTION

- 3.01** Refuse and galley waste, effluent and sewage must not be discharged into the Boat Storage area. Toilets not connected to a sewage holding tank must not be used.
- 3.02** Oil, fuel, or bilge water must not be discharged into the Boat Storage area.
- 3.03** The Boat Storage area is subject to the Control of Pollution Act 1974, the Dumping at Sea Act 1974 and the Prevention of Oil Pollution Act 1971, copies of which are available from the Harbourmaster (West). Masters and users of the Boat Storage area will be accountable in full for any breach of these Acts.

4 NUISANCE

- 4.01** Masters are requested to keep all pets under suitable control in the boat park area, including disposal of dog fouling, with due consideration given to other users.
- 4.02** Noisy noxious or objectionable engines, radios, or other apparatus or machinery shall not be operated within the Boat Storage area so as to cause any nuisance or annoyance to Lochgoil Watersports Club Ltd, to any other users of the Boat Storage area or any person residing in the vicinity. Every effort must be made to minimise noise from halyards and rigging.

5 OBSTRUCTION

- 5.01** Tenders must be stowed aboard the parent vessel or within the allocated boat bay.
- 5.02** No items of boats, gear, fittings or equipment, supplies, stores or the like shall be left on slipways or car parks.



5.03 Vessels must park in such a way so as not to overhang or obstruct other spaces and keep access routes and slipways clear.

5.04 Cars must not park anywhere at the top of the slip or in such a way to hinder the turning circle of boat launch and recovery procedures.

6 SECURITY

6.01 Lochgoil Watersports Club Ltd requests Master's to assist in the maintenance of adequate security within the Boat Storage area by securely locking their vessels when not in use. Valuables should not be stored aboard the boat when it is in the boat park. Masters are requested to notify the Harbourmaster (West) in advance, of their intention to remove their vessel from the Boat Storage area and to assist in maintaining high standard of security by reporting any suspicious circumstances to the Harbourmaster (West) or any other member of the Lochgoil Watersports Club Ltd Board.
Ministry of Defence operate a Boatwatch scheme and the RYA website is another good source of security advice.

7. PONTOON

7.1 Pontoon is private property. Anyone accessing the pontoon does so entirely at their own risk. Please refer to all previous rules as they also apply to pontoon.

Lifejackets or buoyancy aids are to be used on the pontoon.

Beware of slippery surfaces especially in wet conditions and at pontoon incline.

Do not use in stormy conditions

Pontoon is unlit so do not use in low light conditions unless adequate supplementary lighting is used.

7.2 Beware of tide situation as most of pontoon is on inter-tidal zone.

7.3 All boat with engines, except small tenders up to 4hp, must have firefighting equipment. Fuels and flammable materials must not be left unattended on the pontoon.

7.4 Slipway side of pontoon to be kept clear during launching and retrieval of craft using slipway.
The pontoon is for pick-up and drop off and to assist in launching and retrieval of craft on slipway. In busy times, members are requested to minimise tie up time, to allow other members access.
Maximum tie up time is 60 minutes and the craft are to be attended during this time. Overnight berthing is only permitted on the opposite side of the ponton from the slipway and with prior agreement with the Secretary or in his/her absence a member of the Board. Any member not following this this may have their membership revoked after a Board review.

7.5 In case of emergency, dial 999 and ask for COASTGUARD

7.6 Children must have a responsible adult with them at all times. Pets must be under the control of a responsible adult and kept on a lead.

7.7 No swimming or diving off pontoon due to danger of unseen anchoring devices.
No fishing off the pontoon.

7.8 Pontoon is not to be used for commercial purposes including launching and retrieving for commercial gain and embarking or disembarking for chargeable boat trips and the like. See clause 1.05.

7.9 Speed limit is 3 knots within 100 metres of pontoon