

RULES OF THE MARINAS

- Holt Leisure Parks shall hereinafter be referred to as 'the company'. The expression 'the Owner' shall include the actual owner, a purchaser of a vessel or vehicle under a credit payment agreement, a hirer under a Hire Purchase Contract, or any other Contract of Hire, a lessee of a vessel or vehicle and any person dealing with the company in the character of the owner, hirer, agent, character or purchaser of a vessel or vehicle all jointly and severally.
- All vessels and vehicles are berthed, moored or parked and moved at the sole risk of the owner and the Company and its employees accept no responsibility for loss or damage to or theft or loss of use of vessels or vehicles or any other articles left therein or thereon or any accessories thereof or any other 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 risk including but not limited to a third party claims and salvage and any loss sustained by the Company resulting from any accident to or caused by the vessel. The owner shall maintain third party insurance in respect of himself and each of his vessels and vehicles, his crew for the time being and his agents, visitors, guests and sub-contractors in a sum of not less than £5 million in respect of each accident or damager and in respect of each vessel, adequate salvage insurance office of repute and the owner shall produce the policy or policies relating thereto to the Company on demand.
- Owners are required to moor their vessels in such a manner as shall from time to time be directed by the Company and the Company is authorised to move any vessel at the risk of the owner, boarding the vessel for such purpose, without being liable for any damage thereby occasioned. The necessary warps and fenders shall be provided by the owner.
- Owners are required to park their cars in such position and in such a manner as shall from time to time be directed by the Company and the Company is authorised to move any car at the risk of the owner, with being liable for any damage thereby occasioned. The car park is intended for owners' cars only and boat trailers may only be parked for short periods as directed by the Company from time to time. Caravans or tents may not be parked or used in the car park, or elsewhere at the Marina premises.
- All persons using any part of the Company's premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk.
- Berths shall not be loaned, transferred or used by vessel other than that for which they are hired without prior written consent of the Company.
- Owners are not entitled to the exclusive and continuous use of particular berth. The Company 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. Before departure, owners are requested to inform the Marina Master of their intended time of return.
- Dinghies, tenders and rafts shall be stowed aboard the parent vessel or as directed by the Marina Master.
- No guarantee is given nor responsibility accepted by the Company for the safety of any person or person or vessel, her gear or contents nor for the suitability of any berth or any structure or gear provided.
- Owners must ensure that vessels, when entering or leaving the Marina shall not proceed at such speed or in such manner as to endanger or cause a nuisance to other craft in the Marina or the Channel to the Marina.
- Owners shall observe and perform the bye-laws, rules and regulations of the Clyde Port Authority and all other statutory rules or regulations affecting the Marina and the river and agree to indemnify the Company against all actions, suits, losses, damages, claims or demands which may arise in consequence of the breach of or failure to observe, perform and abide by such bye-laws, rules and regulations.
- Craft exceeding 65 feet in length overall or 20 feet in beam shall not be permitted within the Marina without the prior written consent of the Company.
- No vessel shall proceed under sail within the Marina limits except in the case of a machinery breakdown or with the written permission of the Company.
- No part of the Company's premises or vessels moored thereon shall be used by the owner or any other person using the Marina for the sale or demonstration of any yacht or other vessel without the prior written consent of the Company, nor shall any part of the Company's premises or vessels moored thereon be used by any person for any commercial purposes including hiring, embarkation or charter parties, sale or demonstration or yachts or hiring, sale or demonstrations of vehicles without the prior written consent of the Company.
- In the interest of hygiene, sea toilets must not be used whilst the vessel is in the Marina.
- No boats, gear, fittings, equipment, supplies, stores or other articles may be left on the pontoons, jetties or the car park or on roadways, pathways or bridges giving access thereto.
- Personal water craft or jet skis shall not operate in the harbour or Marina without the express permission of the Marina Manager.
- Children should wear an approved life jacket at all times and shall be accompanied by an adult at all times whilst on the Marina pontoons or quayside.
- Animals may only be brought into the Marina provided they are at all times kept under control of the Owners and do not cause inconvenience in the form of noise, fouling of pontoons, quayside or the communal areas or otherwise.
- All sea trout and salmon fishing rights are the property of Ardgowan Estates. No fishing is permitted in the Marina or channel to the Marina.
- Berths may be rented for a maximum period of one year from the 1st April. The annual rent will become due and payable in advance on the preceding 1st February at our discretion payable in 2 instalments 50% on 1st February and 50% on 1st July. The owner shall be and remain liable for rent for the full period for which he has rented a berth whether or not he makes use of the Marina 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 the Marina.
- No refuse shall be thrown overboard or placed on pontoons, jetties or elsewhere on the Company's premises or disposed of in any way other than in receptacles provided by the Company. Not petrol, fuel or oil or contaminated bilge water shall be discharged or allowed to escape into the Marina.
- No noisy, noxious or objectionable engines, radio apparatus, machinery or other equipment shall be operated within the Marina or elsewhere on the Company's premises and the owner shall undertake for himself, his guests, captain, crew and any other persons using the Marina on his invitation that they will not behave in such a way as to cause nuisance or damage to the Company, other users of the Marina, or any persons residing in the vicinity. All halliards shall be frapped clear of the masts.
- No work shall be done to the vessel whilst in the Marina or laying-up area except by the Company's agent or licensees without the prior consent of the Company. Minor running repairs of a routine nature may be carried out by the owner or his permanent crew provided that it does not cause any nuisance or annoyance to any other users of the Marina or car park.
- The Company has the right to moor, re-moor, move, load, enter or carryout any work on a vessel or vehicle if in the Company's opinion it shall be necessary to do so for the safety of the vessel or vehicle or the safety or convenience of other users of the Marina or for the safety of the Company's premises, plant or equipment and the owner shall pay the Company reasonable costs and charges for such work.
- The Company provides moorings for sea-going craft only. The owner accepts full responsibility for the seaworthy condition of the vessel and for any damage caused by the vessel and her fittings or equipment or by persons using the same. All boats stored on the hardstanding shall have the mast or masts removed should the storage period extend past one week.
- The owner is required to provide adequate fire extinguishing equipment aboard the vessel of an approved pattern.
- The Company reserve the right to introduce amendments to these rules and conditions from time to time. The conditions and any amendments to them shall become effected when displayed in a prominent place at the Company's premises and the Company shall have the same right against the Owner for a breach of the amended conditions as for a breach of these conditions.
- The Company shall have the right to terminate the hiring of the berth in the event of the owner failing to observe any of these rules and the owner will remove the vessel within fourteen days after the receipt of notice from the Company 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 Company shall have the right to remove the vessel from the Marina and to charge the owner with the cost of doing so. Any sum of money owing to the Company by way of rental or otherwise on the last day of occupancy of the berth shall be paid prior to removal of the vessel and the Company has a right to exercise a lien on the vessel and vehicle of the owner and on any gear or other equipment until payment is made. In the event of termination by the Company of the hiring of the berth the liability of the Company is limited to a refund of a proportion of the payment calculated by reference to the unexpired portion of the period of rental of the berth calculated on a day-to-day basis. No charge is made for water on the pontoons and in return users are requested to exercise all reasonable economy.
- As per British Marine Federation policy, a yard commission is payable to the Company immediately upon the sale of any vessel in respect of which the Company had a valid berthing contract, whether or not the vessel is sold within the Marina. The Owner shall, unless agreed in advance in writing by the Company, pay to the Company commission at a rate of 1% of the sale price, together with VAT thereon if applicable.