

PORTNELLAN FARM LLP

Organic beef producers, self-catering and moorings on Loch Lomond

www.portnellanfarm.co.uk

Moorings Agreement 2018

General

1. Full payment of mooring or winter storage fees must be received before any vessel is put on a mooring or stored at the farm.
2. Customers may be liable for loss or damage to third parties and as such are obliged to have adequate insurance including public liability cover of at least £2,000,000. A copy of the insurance documents must be provided to us before the vessel arrives.
3. Responsibility for upkeep and maintenance of the strop and pick-up buoy passes to the vessel owner at time of supply and should be inspected regularly.
4. One tender may be stored on the shore during the mooring season. Tenders must be removed at the end of the season unless alternative arrangements have been agreed with us. Tenders left on the premises out with the mooring season and without agreement will be subject to a £50 storage charge. We reserve the right to sell or dispose of any tenders if payment is not received within 60 days of the invoice date.
5. Cars should be parked in the designated parking areas. One car may be parked at the farm; additional cars may be parked in the designated areas at the pumping station. Cars are parked at your own risk.
6. All cars must display a valid car parking permit.
7. Cars must not be parked at the pier or on the shore.

PORTNELLAN FARM • GARTOCHARN • ALEXANDRIA • DUNBARTONSHIRE •

G83 8NL

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8. No smoking on the farm or on the moorings.
9. Vessel owners are requested to keep noise levels reasonable, particularly in the evening.
10. Vessels must be removed from the mooring no later than the 31st of October.

Liability & Payment

11. We shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as severe weather conditions or the actions of third parties not employed by us); this applies to loss or damage to vessels, equipment or other property left with us. Customers entering our property or using our facilities do so at their own risk.
12. Boats and other property left at our premises are at the customers own risk.
13. We are not obliged to salvage any boat or other property however if we deem it necessary we shall be entitled to charge on a commercial basis.
14. Payment is due immediately on receipt of invoice. We reserve the right to charge interest at 4% above Bank of England base rate on any invoice more than 30 days overdue. We reserve the right to hold a customer's boat until full payment has been made on any outstanding invoice.

Vessel Movements

15. We reserve the right to move any vessel or equipment if we deem it necessary for reasons of safety or good management of our business.

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Retention of Title/Risk

16. Ownership of all goods or equipment remains with us until full payment is received.
17. Responsibility for upkeep and maintenance of all goods or equipment passes to the customer at time of supply.

Access to Premises/Work on Vessel

18. No work shall be carried out on a vessel on the premises without prior consent, except for minor running repairs or maintenance of a routine nature. All work carried out must comply with health and safety legislation and our environmental policy. Any waste products must be removed from the premises and disposed of in a suitable manner.
19. Any work carried out must be done in a way that does not cause any nuisance or annoyance to us or other customers and does not cause any interference to the management of our business.
20. We reserve the right to demand immediate cessation of work which, in our view, breaches the requirements of this clause.

Right of Sale

21. We reserve the right to sell any vessel in the event of non-payment of debt by the owner or to recover any losses caused by damage to our property by the owner or owners vessel. The sale of the vessel shall only take place if payment is not forthcoming after 6 months from the date of invoice and every reasonable effort has been made to contact the owner of the vessel.

Non-Compliance

22.If the customer is found to have breached any of the conditions laid out in this document, we reserve the right to cancel the booking and ask that the vessel be removed from the mooring.

23.Any money already received is non-refundable should the owner have been found to have breached any of our conditions. Any money still due remains payable.

By taking a mooring I confirm that I understand and accept the above terms and conditions.

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