



## **Port Edgar Marina Ltd Terms of Business**

"The Company, We, Us, Our" refer to Port Edgar Marina Ltd

"Alongside Berth" means a Berth where a Vessel of appropriate draft may be secured, with access to the shore without the need for a dinghy or tender.

"Berth" means the space on water or (if required for ancillary Marina services) land from time to time allocated to the Owner by the Company for the Vessel during the term of the Licence.

"Berthholder" means a person whose application for a Berth has been accepted by Us.

"Contractor" shall include any person or "on site" business or business that provides goods, service or labour to Owners, tenants and the Company for reward.

"Craft" means the Vessel and any other craft within the Marina including rigid inflatable boats ("Ribs"), dinghies, tenders, inflatable's and auxiliary craft.

"Length Overall (Loa)" means the length of the Vessel including all extensions such as tenders, dinghies in davits, bowsprits, fenders, anchors, pulpits, bathing platforms etc. These are calculated upwards to the nearest 0.1 metre. Multi Hulls are charged at Loa + 1/3.

"Licence" means a licence in favour of a Berthholder for a Berth at the Marina on the terms and conditions set out in Clause 2 hereof.

"Marina" means Port Edgar Marina and all grounds, buildings, pontoons and other property belonging to Us.

"Marina Office" means the administrative office for the Company at the Marina.

"Owner" includes the Berthholder and any visitors, short-term visitor, any long-term licence holder, and any agent thereof and any charter, master, skipper or other person for the time being lawfully in control of the Vessel (excluding Us or Our employees).

"Pontoon" means a moored and decked floating structure providing landing or mooring facilities at the Marina.

"Premises" means all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, jetties, quays, piers, mudberths, sheds, lofts, workshops, hardstanding, roadways and car parks at the Marina.

"Storage Ashore" means any land space temporarily allocated to the Owner from time to time by the Company for the storage ashore of the Vessel during the term of the Licence.

"User" includes Berthholders and Owners and any other person lawfully using the Marina.

"Vessel" means the vessel described in the Licence cover sheet or any replacement Craft that with Our prior written consent shall be licensed to use a Berth.

These Terms & Conditions (and all notices and information sheets - which are available for inspection at the Marina Office or online at [www.portedgarmarina.co.uk](http://www.portedgarmarina.co.uk)) shall apply to all Users as appropriate.

We reserve the right to introduce new regulations on grounds of legal requirement or for the safety or security or good management of the Marina, and to amend such regulations as may from time to time be considered appropriate.

All such Regulations and any amendments shall become effective and shall form part of these Terms & Conditions on being displayed on Our public notice board or other prominent place at the Marina Office.

Entry into the Marina and adjacent grounds by land or water, for any purpose whatsoever entails acceptance of Our published regulations, conditions and charges.

## **1. Conditions of Use**

All Users, for themselves, their guests, Contractors and crew and all those lawfully using their Vessels undertake, where appropriate whilst they or their Craft are in the Marina, and/or acknowledge (as applicable):

1.1 Not to use Craft for commercial purposes, including but not limited to sale, demonstration, hire or charter of Craft or of Berths thereon.

1.2 Not to do work on Craft other than minor running repairs or routine maintenance carried out by Owners or their crew; otherwise than with Our prior written consent, such consent being within Our absolute discretion.

1.3 To navigate Craft at a safe speed, in a seamanlike and considerate manner and in accordance with all applicable by-laws, laws, statutes and other rules and regulations. Speeds within the confines of the Marina and within the tyre barrier must be kept to a maximum of 3 Knots.

1.4 To maintain Craft at all times in good, clean and operable condition.

1.5 That We shall have an absolute right to moor, berth, move, board, lift ashore, enter and carry out work on Craft for reasons of safety or good management and that the Berthholder will pay on demand all reasonable charges incurred in this connection.

1.6 To berth or moor Craft in a safe, seamanlike and considerate manner only where and as directed from time to time by Us; to provide all necessary warps and fenders unless otherwise agreed with Us in writing and to be solely responsible for such berthing and mooring arrangements and for the safety, maintenance and replacement of all such warps and fenders.

1.7 To notify the Marina Office prior to the departure of Vessels from the Marina, also providing notice of the anticipated date and time of return and of any car left in the car park. Failure to provide such notification may result in a Berth not being available on return.

1.8 To deposit a set of keys at the Marina office to allow Us to access the interior and lockers of the Vessel and to operate the engine(s) where required.

1.9 Part of the Marina charges are for waste; as such Users are reminded to place waste and refuse in the appropriate receptacles provided (adhering to recyclable guidelines) and not to throw the same overboard or to leave it on Pontoons or around the grounds. Waste oil should be placed only in the waste oil tank and empty containers disposed of in the bin provided.

1.10 Not to cause nuisance, annoyance or inconvenience to other Users, neighbouring residents or others whether by the use of noisy, noxious or objectionable engines, music systems, radios or other equipment or otherwise and in particular to secure halyards, flags, covers and the like so as not to cause noise, nuisance or annoyance.

1.11 Not to keep flammable, pyrotechnic, poisonous, noxious or dangerous substances on Craft or elsewhere unless stored in purpose-designed marked containers and to fuel Craft only at the marked fuel berth.

1.12 To take all necessary precautions against the outbreak of fire on or in the vicinity of all Craft and to provide Craft at all times with appropriate fire-extinguishing equipment of approved BSI type, size and installation for immediate use, regularly maintained and in good working order. Lighting of BBQs on Craft or elsewhere in the Marina is strictly forbidden.

1.13 Not to erect washing lines on Craft or elsewhere, nor to dry washing on the exterior of Craft.

1.14 Not to leave gear, equipment or other property on Pontoons, jetties or in the car parks, and to stow dinghies, tenders, rafts and all other auxiliary craft aboard the Vessel.

1.15 To return trolleys to their storage area after use.

1.16 Each Berthholder (but no other users) may, for purposes directly connected with the use of the Vessel, park not more than one car only where and as directed from time to time by Us - and shall permit Us to move cars at their owners' risk and cost, forcing entry if necessary in an emergency without being liable for any damage reasonably occasioned; and each Berthholder (but no other Users) (for purposes directly connected with the use of the Vessel) may occupy temporarily no more than one car parking space, although We may, at Our absolute discretion, allow the use of additional car parking spaces, such spaces to be vacated on demand. Any User other than the Berthholder may occupy a parking space only by prior arrangement with Us. Due to restrictions on space, 'visitors' car parking for purposes not directly connected with the use of the Vessel is strictly forbidden.

1.17 Not to park or use caravans / motor homes without our prior written consent or other vehicles adapted for or designed for sleeping or tents, and to leave trailers in the car park only with Our approval and on such terms (including cost) as We shall from time to time direct.

1.18 All dogs should be kept on a leash while at the Marina and dog owners must ensure that any fouling of the Marina or adjacent car parks or grass area by their animals is cleared up and not disposed of on or into the Marina basin.

1.19 That all Craft, their contents and all gear are moved, stored and otherwise managed and kept at the sole risk of Owners and that the same shall be kept adequately insured in respect of all usual marine perils, such insurance to cover third party liability of at least £2,000,000 and to provide evidence of such insurance on demand to Us.

1.20 That the very nature of Pontoons are dangerous by the lack of handrails and their proximity to water; care must be taken at all times when alighting from Craft or from a Pontoon. Pontoons, ramps, staircases, and other surfaces can be slippery in damp, wet or icy conditions. All Users accordingly acknowledge the need to take all reasonable precautions whilst in the Marina, particularly during inclement weather conditions and when Marina surfaces are slippery.

1.21 Our recommended maximum load on the Pontoon system is 140Kg. Users moving loads over this weight should take notice of this when moving around the Pontoon system. Please contact the Marina Office if you require further information.

1.22 To report to the Marina Office (and, if orally, with written confirmation as soon as possible thereafter) all accidents involving injury to any person or damage to any property within the Marina or adjacent grounds as soon as possible after such occurrence, and in all cases within 24 hours.

1.23 That their invitees are sufficiently qualified or experienced for the purpose(s) for which the Berthholder or Owner has cause for them to be in the Marina, or that they are under the direct supervision of the Berthholder or Owner.

1.24 Users will have no right of residency at the Marina at any time.

1.25 Insofar as you have any dealings with Our Company, you acknowledge that such dealings will be on the basis of Our published terms and conditions and in respect of such dealings you agree to this contract also with and to be bound by those terms to the extent that they are not inconsistent with the terms herein.

1.26 To provide your own hose for filling water tanks, preferably of the lay-flat type, and to acknowledge that hoses supplied by Us are not intended for drinking water. Should you choose to use hoses supplied by Us then you do so at your own risk as We are unable to guarantee that hoses have not been contaminated by a previous user.

1.27 The Owner shall supply a safe and suitable trailer or cradle for the movement and storage ashore of the Vessel as and when required.

1.28 The requirement of an Owner to use a trailer or cradle when ashore is at the Company's discretion.

1.29 The Company reserves the right to refuse the use of a trailer or cradle if it is deemed unsuitable/unsafe by the Company.

1.30 The ownership of a cradle or trailer is non transferable within the duration of the Licence. An appropriate administration fee will apply where there is a transfer of ownership that has been granted and agreed to by the Company.

1.31 The Berthholder will pay all local Rates and any other public burdens directly payable in respect of their Berth if and when this might be required.

1.32 Other Marina fees including crantage, site moves and labour charges are payable by Users in advance. Scottish Courts have exclusive jurisdiction on all accounts.

1.33 Fuel must be paid for upon receipt.

1.34 Users should not discharge sewage within the Marina under any circumstances.

1.35 Car parking – Please be mindful of Our business needs and consider other users of the Marina. Do not park vehicle in undesignated areas including but not limited to the slipway, the trolley park and where traffic cones have been placed. Do not park vehicles on the pier without displaying a valid permit issued from the Marina Office. Do not park vehicles where they restrict access to and around the Marina.

1.36 No fishing of any kind by any person is allowed within the Marina and Harbour Walls at any given time.

## **2. Standard Licence for Berthing**

### **2.1 DEFINITIONS**

Where the following words appear in this Clause 2 they shall have these meanings:

**Alongside Berth** means a Berth where a Vessel of appropriate draft may be secured, with access to the shore without the need for a dinghy or tender.

**Berth** means the space on water from time to time allocated to the Owner by the Company for the Vessel during the term of this licence.

**Company** shall mean Port Edgar Marina Limited, a company incorporated under the Companies Acts (Registered Number SC460613) and having their registered office at Port Edgar Marina, Shore Road, South Queensferry, Midlothian EH30 9SQ or any of its agents to whom the application for berthing is made which may be one or more of its associated companies, concessionaires, tenants and assignees for the operation of the boat repair yard, brokerage or other harbour facility.

**Cover Sheet** shall mean the attached sheet forming Schedule 1 hereto, signed by the parties to this licence, which contains the details of the licence.

**Marina** shall include a yacht harbour, marina, mooring or any other facility for launching, navigating, mooring or berthing a Vessel at Port Edgar Marina.

**Length Overall (LOA)** means the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent.

**Owner** shall include any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the Company.

**Pontoon** means a moored and decked floating structure providing landing or mooring facilities.

**Premises** means all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, jetties, quays, piers, mudberths, sheds, lofts, workshops, hardstanding, roadways and car parks at Port Edgar Marina.

**Regulations** mean those regulations (if any) made by the Company as the same may be amended from time to time in accordance with clause 15, which the Company in its absolute discretion, considers necessary to enable the Company or those using the Premises to comply with applicable legal requirements or for the safety or security or good management of the Marina or Premises.

**Storage Ashore Accommodation** means the land space temporarily allocated to the Owner from time to time by the Company for the storage ashore of the Vessel which is ancillary to the use of the Berth during the term of the licence.

**Vessel** shall include any form of craft, boat, ship, yacht, dinghy, multihull, or other marine structure which is in the care and control of the Owner.

## 2.2 THE LICENCE

2.2.1 The Berth at the Marina or Premises shall be licensed for the period and at the Charges on the Cover Sheet

2.2.2 This licence shall not be automatically renewed but will end at the End Date specified on the Cover Sheet if not terminated sooner by the Company or by the Owner under the provisions of Clauses 2.8 or 2.10.

## 2.3 LIABILITY, INDEMNITY AND INSURANCE

2.3.1 The Company shall not be liable for any loss or damage caused by events or circumstances beyond its reasonable control (such as severe weather conditions, the actions of third parties not employed by it or any defect in a customer's or third party's property); this extends to loss or damage to Vessels, gear, equipment or other property left with it for work or storage, and harm to persons entering the Premises or the Marina and/or using any facilities or equipment.

2.3.1.1 The Company shall take reasonable and proportionate steps as it considers appropriate having regard to the nature and scale of the Marina to maintain security at the Premises, and to maintain the facilities and equipment at the Premises and in the Marina in reasonably good working order. But in the absence of any causative negligence or other breach of duty on the part of the Company, Vessels, gear, equipment and other property are left with the Company at the Owner's own risk and Owners should ensure that their own personal and property insurance adequately covers such risks.

2.3.1.2 The Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless it shall have been expressly engaged to do so by the Owner on commercial terms. Similarly the Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident which has not been caused by the Company's negligence or some other breach of duty on its part. However the Company reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so it shall be entitled to charge the Owner concerned on a normal commercial charging basis.

2.3.1.3 Owners may themselves be liable for any loss or damage caused by them, their crew or their Vessels and they shall be obliged to maintain adequate insurance including third party liability cover for not less than £2,000,000, and cover against wreck removal and salvage, and, where appropriate, Employers' Liability cover to at least the statutory minimum. The Owner shall be obliged to produce evidence to the Company of such insurance within 7 days of a request to do so.

2.3.1.4 The Owner shall, and shall procure that his crew, members of his family comply with all applicable laws when using the Company's Marina and Premises.

## **2.4 ADDRESS DETAILS AND SUBSEQUENT CHANGE OF DETAILS**

2.4.1 The Owner must supply to the Company in writing, details of the Owner's home address. This address must be a different address to the address of the Marina. The Owner shall be obliged to produce evidence to the Company of such home address within 7 days of a request to do so.

2.4.2 The Owner must notify the Company in writing of the details of any change of names of the Vessel or change of address or telephone number of the Owner.

## **2.5 BERTH ALLOCATION**

2.5.1 The physical layout of the Marina and Premises and the varying needs and obligations of the Company and its customers requires that the Company retains absolute control of Berth allocation within the Marina and Premises. Accordingly the Owner shall not be entitled to the exclusive use of any particular Berth but shall use such Berth as is from time to time allocated to him by the Company.

2.5.2 Without prejudice to the terms of Clause 2.5.1 the Company may allocate a "home berth" to a Berthholder from time to time. This in no way indicates that such a home berth is the permanent Berth for Berthholder. The Company reserves the right to move any Vessel to an alternative Berth at short notice to meet the needs of the Company.

## **2.6 PERSONAL NATURE OF THE LICENCE**



2.6.1 This Licence is personal to the Owner and relates to the Vessel described in the application for berthing. It may not be transferred or assigned to a new Owner or to a different Vessel, either temporarily or permanently, without the express written consent of the Company.

2.6.2 Within 7 days of any agreement for the sale, transfer or mortgage of a Vessel subject to this Licence the Owner shall notify the Company in writing of the name, address and telephone numbers of the Purchaser, transferee or mortgagee, as the case may be.

## **2.7 USE OF BERTH BY COMPANY WHEN VACANT.**

2.7.1 The Company may have the use of the Berth when it is left vacant by the Owner.

## **2.8 TERMINATION**

2.8.1 The Company shall have the right (without prejudice to any other rights in respect of breaches of the terms of this Licence by the Owner) to terminate this Licence in the following manner in the event of any breach by the Owner of this Licence;

2.8.1.1 Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company and/or of the Company's customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time specified by the Company. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property the time specified for remedy may be immediate or extremely short. If the Owner fails to effect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him to remove the Vessel from the Marina or Premises immediately.

2.8.1.2 If the Owner fails to remove the Vessel on termination of this Licence (whether under this Condition or otherwise), the Company shall be entitled

2.8.1.2.1 to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination of this Licence and the actual date of removal of the Vessel from the Marina and Premises and/or

2.8.1.2.2 at the Owner's risk (save in respect of loss or damage directly caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Marina and Premises and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative berthing fees;

2.8.1.2.3 where applicable an impound fee shall be added to such charges.

2.8.1.3 Any notice of termination under this Licence shall, in the case of the Owner, be served personally on the Owner or sent by registered post or recorded delivery service to

the Owner's last known address and in the case of the Company shall be served at its principal place of business or registered office.

## **2.9 RIGHTS OF SALE AND OF DETENTION**

2.9.1 Where the Company accepts a Vessel, gear, equipment or other goods for repair, refit, maintenance or storage the Company does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on the Company in circumstances where a customer fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until the Company has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

2.9.1.1 Goods for repair or other treatment are accepted by the Company on the basis that the customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out.

2.9.1.2 The Company's obligation as custodian of goods accepted for storage ends on its notice to the customer of termination of that obligation;

2.9.1.3 The place for delivery and collection of goods shall be at the Company's Premises unless agreed otherwise.

Advice regarding the Act may be obtained from the Citizens Advice Bureau, Law Centre or any firm of Solicitors

2.9.2 Maritime Law entitles the Company in certain other circumstances to bring action against a Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other property.

2.9.3 The Company reserves a general right ("a general lien") to detain and hold onto the Owner's Vessel or other property pending payment by the Owner of any sums due to the Company. If the Licence is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination or expiry of this Licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Marina and Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a Bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.

## **2.10 TERMINATION BY OWNER**

2.10.1 This Licence may be terminated on 8 weeks' written notice by the Owner to the Company. Following such notice the Company shall prepare an account of all sums owed by the Owner in respect of services or facilities used up to the intended date of departure of the Vessel, and the charge that would have been payable by the Owner to the Company in respect of this Licence if the original term of this Licence had ended on the date of expiry of the Notice of Termination, less the sum actually paid by the Owner to the Company in respect of this Licence. Where the balance is in favour of the Company the Owner shall be required to pay the balance before removal of the Vessel from the Harbour or Premises and where the balance is in favour of the Owner the Company shall pay it to the Owner after departure of the Vessel from the Harbour or Premises.

## **GENERAL RULES**

### **2.11 VESSEL MOVEMENTS**

2.11.1 The Company reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Marina and Premises.

2.11.2 A copy of the Company's scale of charges for Vessel movements will be provided to the Owner before they enter into an Agreement with the Company. Where a specific date or tide range for relaunch of the Vessel has been agreed between the Owner and the Company at the time of slipping or lifting out (or arrival by land) this charge alone will be payable for the launch. However where the Owner requests a different date or tide range the Company reserves the right to charge the Owner for the cost of moving other vessels to gain access to the launch point and for any attendant expenses, such as crane hire. The Company will provide the Owner with an estimate of such costs and charges prior to incurring them.

2.11.3 Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed adequate warps and fenders for the Vessel shall be provided by the Owner

2.11.4 No Vessel, when entering or leaving or maneuvering in the Marina, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the Marina.

2.11.5 **Advisory note:** Owners, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and byelaws of Marina and navigation authorities and the requirements and powers of regulatory authorities, including but not limited to the Maritime and Coastguard Agency and The Health and Safety Executive; there are criminal penalties for the breach of such restrictions, requirements and Byelaws.

## 2.12 COMMERCIAL USAGE

2.12.1 No part of the Company's Marina or Premises or any Vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purpose, except where the Owner has sought and obtained prior written agreement from the Company. Where this Licence is granted to a commercial operator whose Vessel is operated for hire or reward in the course of trading, special conditions will apply to this Licence, as appended.

## 2.13 STORAGE.

2.13.1 Dinghies, tenders and rafts shall be stowed aboard the Vessel unless the Company allocates a separate Berth for them.

## 2.14 MARINA and HARBOUR REGULATIONS

2.14.1 The Owner shall at all times observe the Company's Regulations and in particular:

2.14.1.1 The Owner shall provide and maintain at least one fire extinguisher, which is approved and manufactured to EN3 standards for portable fire extinguishers, and ensure it is fit for purpose for the Vessel and ready for immediate use in case of fire.

2.14.1.2 Owners shall refuel only at the designated fuelling berth and are to vacate the Berth when the fuelling operation is completed. Where fuel is required to be transferred in portable containers, the Company reserves the right to refuse the use of any container deemed unfit for the purpose.

2.14.3 **Advisory note:** Owners, their guests and crew are advised that their conduct and that of their vessels is likely to be regulated and governed at various times by statutory, local authority and harbour regulations which may be more extensive than those of the Company and the breach of which may result in criminal penalties.

## 2.15 ACCESS TO PREMISES/WORK ON THE VESSEL

2.15.1 Subject to Clause 2.15.2 no work shall be done on the Vessel, gear, equipment or other goods while on the Premises without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family not causing nuisance, or annoyance to any other customer or person residing in the vicinity, nor interfering with the Company's schedule of work, nor involving access to prohibited areas.

2.15.2 Prior written consent will not be unreasonably withheld where:

2.15.2.1 The work is of a type for which the Company would normally employ a specialist sub-contractor; or

2.15.2.2 The work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates.

2.15.2.3 Notwithstanding the foregoing, during periods of work by the Company on the Vessel, neither the Owner nor his invitees shall have access to the Vessel without the Company's prior consent, which shall not be unreasonably withheld.

### **3. Licence Fee and Payment Terms**

3.1 The License fee shall be calculated on the basis of the Vessel's Length Overall x the rate indicated from time to time in Our standard charges displayed at the Marina Office, plus VAT or any other tax as appropriate.

3.2 Payment of the Licence fee/renewal will be due in advance.

3.3 Where the Licence fee has not been paid by the due date We reserve the right to charge a late payment fee of £10 per outstanding invoice per month and to terminate the Licence and pursue monies due including any additional costs accrued in the process of doing so.

3.3 Visitors berthing fees, fuel, utilities and services (such as site moves and craning) will be paid for immediately. Where however We provide ropes or maintenance, repair or other yard services, We will pass on all reasonable costs plus VAT at the current rate to the Vessel Owner.

3.4 In addition to any other remedy available to Us, We shall have the right to exercise a general lien upon any Craft and/or gear and equipment and/or any goods whilst in or on Our premises or in the Marina pending payment in full of all sums due to Us. We reserve the right to continue to charge for storage, hard standing and berthing and electricity and other services at Our usual rates while exercising Our lien.

### **4. Electricity**

4.1 Electricity is supplied for the use of the Vessel alone and must not be shared with any other User or Craft. Electricity consumed must be paid for on demand at the rate applicable from time to time; non-payment will result in the termination of the supply and the imposition of a reconnection charge. We cannot guarantee a constant supply and We make no assurance as to the suitability of the Vessel to accept the supply, it being the responsibility of the Owner to assess the Vessel's suitability.

4.2 We accept no responsibility for loss or damage arising out of the supply or its termination. Connection and reconnection will be carried out only during Marina Office hours.

4.3 Where you are connected to a site outlet then you must ensure that your inline meter is plugged into the supply. Do not attempt to use electricity on site without an inline meter.

4.4 If you do not have a meter one can be obtained from the Marina Office for a refundable deposit.

4.5 Where a Contractor is carrying out work on your craft, please ensure they are using your inline meter whilst using the supply

4.6 Ensure that you do not overload the supply.

## **5. Commercial Customers**

5.1 No part of the Marina or Premises or any Vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purpose, except where the Owner has sought and obtained prior written agreement from the Company. Where this Licence is granted to a commercial operator whose Vessel is operated for hire or reward in the course of trading, special conditions will apply to this Licence, as agreed in advance with the Company.

5.2 The commercial operator or their representative shall supply proof of public liability insurance to the Company suitable for the nature of work or services they provide or to be carried out.

5.3 All fees due to the Company shall be subject to VAT at the current required rate. If the customer fails to make payment on the due date then, without prejudice to any other right or remedy available to the seller the seller shall be entitled to charge the buyer either a late payment fee or interest (both before and after any judgement ) on the amount unpaid at 4 % per annum above the sellers bankers base rate current from time to time. We reserve the right to withhold delivery of other goods (being the subject of the contract or any other contract) agreed to be sold by the seller to the buyer and any instalment thereof until payment is made in full.

5.4 Fee paying passengers shall not embark or disembark any Vessel within the Premises without prior written permission of the Company.

## **6. Liability and Limitations**

6.1 Nothing in these terms affects the statutory rights of any customer who contracts with Us as a consumer.

6.2 Nothing in these terms shall create the relationship of landlord and tenant.

6.3 All persons entering upon or using any part of Our Premises, facilities or equipment do so at their own risk. We and Our employees accept no responsibility for loss or damage arising from any causes whatsoever unless such loss or damage is caused by or results from Our negligence or deliberate act or that of those for whom We are responsible. Berthholders

undertake to bring this provision and these terms to the notice of all Owners, visitors, guests and crew. In any event and notwithstanding anything contained in these conditions in no circumstance (save for death or personal injury caused by Our negligence) shall We be liable, in contract, delict (including negligence and breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, for any special, indirect or consequential loss of any nature whatsoever (including, without prejudice to the generality of the foregoing, loss of profit, loss of use and any increased costs or expenses) suffered or incurred by any person.

6.4 No guarantee is given nor responsibility accepted for the suitability of any Berth, equipment or other facilities provided.

6.5 Where We are unable to perform any of Our obligations by virtue of fire, flood, storm, explosion, riot, terrorism, malicious damage or any other act, omission or state of affairs beyond Our control, We shall be relieved of all such obligations and shall incur no responsibility or liability in respect thereof whether for damages or otherwise.

6.6 Where We supply goods or services to a customer in the course of his business no such goods or services shall carry any express or implied warranty as to quality or fitness for any particular purpose unless prior to the supply the customer has sufficiently explained the purpose for which they are required and made it clear that he is relying on Our skill and judgment.

6.7 No proprietary goods specified by name, size or type shall carry any such express or implied warranty but We will assign to the customer any rights We may have against the manufacturer or importer.

6.8 We accept no liability to a business customer for loss or damage of whatever nature beyond the reasonable cost of rectifying defective workmanship or replacing faulty or unsuitable goods.

## **7. Health & Safety Policy**

Attention is drawn to the Company's Health & Safety policy, as amended from time to time. A copy of the policy is available to view in the Marina Office. The Owner, his regular crew, members of his family and/or any person or company carrying out work on the Vessel, with the permission of the Company, must comply with the Company's Health & Safety Policy.

## **8. Miscellaneous**

8.1 No exercise or failure to exercise or delay in exercising any right, power or remedy shall be deemed to be a waiver by us of that or any other right, power or remedy.

8.2 In the event that any provision of these terms is held to be a violation of any applicable law, statute or regulation the same shall be deemed to be deleted and shall be of no force or effect and the terms shall remain in full force and effect as if such provision had not originally been contained herein.

8.3 Nothing in these terms shall oblige us to enforce Our rights or Users' liabilities hereunder.

8.4 These terms may be amended from time to time by Us in the interests of safety, good management or changes in industry practice or relevant legislative provisions. Any such amendments will be displayed at the Marina Office and will be deemed to be incorporated at the date and time when first displayed.

8.5 In the event of conflict between these terms and any provision of a long-term Licence, the latter shall prevail.

8.6 Notices required hereunder shall be effective if sent by first-class post: to the Berthholder, at his last known address, to us, at Our principal trading address.

Port Edgar Marina Ltd, Shore Road, South Queensferry. Edinburgh  
EH30 9SQ.

8.7 These terms are subject to Scottish law and any dispute arising under them shall be submitted to the jurisdiction of the Scottish Courts.



## SCHEDULE 1

### COVER SHEET FOR LICENCE AGREEMENT

#### BERTHING, MOORING, AND/OR ANCILLARY STORAGE ASHORE

This Licence incorporates the standard Licence for Berthing, Mooring, and ancillary Storage Ashore at a yacht harbour, marina, boat yard, mooring or any other facility for launching, navigating, mooring or berthing a Vessel ("the Conditions")

**"Company"** means Port Edgar Marina Limited, a company incorporated under the Companies Acts (Registered Number SC460613) and having their registered office at Port Edgar Marina, Shore Road, South Queensferry, Midlothian EH30 9SQ

Signature of this cover sheet by the Company and the Owner (as defined below) creates a binding legally binding contract on those Conditions, which the Owner acknowledges he has read and understood.

<b>OWNER*:</b>	
Name of Owner:	
Full home address:	
Invoice address if different from above:	
Contact telephone no:	
e-mail address:	
<b>VESSEL:</b>	
Name of vessel:	
Make:	
Type: e.g. sail/motor	
Keel configuration: eg bilge/fin & skeg/long keel	
Hull colour:	

Age of Vessel:	
----------------	--

Length Overall:	
Beam:	
Draft:	
Weight:	
Engine:	
<b>DETAILS OF SERVICES:</b>	
Berthing/Mooring	
<b>START DATE:</b>	
<b>END DATE:</b>	
<b>CHARGES:</b>	
<b>SPECIAL TERMS: (IF ANY)</b>	

please note that the Company shall apply these terms to all those in charge of the Vessel with the Owner's consent as if they were the Owner.

<b>Signed by the Owner</b>	..... signed .....dated
<b>Signed by ..... on behalf of the Company</b>	..... signed ..... position in company .....dated