

Eyemouth Harbour Berthing Terms and Conditions

Definitions

1. EHT or 'The Trust' means Eyemouth Harbour Trust.
2. The Harbour Office means the offices of Eyemouth Harbour Trust, situated at Gunsreen Basin, Eyemouth, TD14 5SD.
3. 'The Harbour' means Eyemouth Harbour.
4. 'Berth' means a space in the harbour for a vessel to moor. No berths are exclusive (single).
5. The 'owner(s)' are those persons with sole or joint ownership of the vessel to which a berth is allocated.
6. The 'Contract' means the agreement in writing from the Harbour Office in response to a formal application for a berth on the pro-forma supplied by the Harbour Office.
7. The 'Annual Berthing' contract period runs from the 1st April until the 31st March inclusive.
8. The 'Summer' period means the 1st April until 30th September inclusive and the 'Winter' berthing period is from the 1st October to the 31st March inclusive.

Applications

9. Applications for a berth must be made by the owner(s) of the vessel on the pro-forma application form supplied by the Harbour Office and returned to the Harbour Office.
10. If a vessel is owned by more than one person, all the owners must sign the berthing application form.
11. The classification of a vessel for the purposes of charging dues will be either 'Commercial' or 'Leisure'. Any vessel that carries parties of passengers (IE Any persons onboard not acting as crew, whether paying or not) may be deemed commercial for the purpose of charging dues. The owners of vessels deemed commercial by the Harbour must hold a current MCA Small Commercial Vessel Certificate for that vessel and ensure that it is operated by suitably qualified crew at all times.
12. Written acceptance by the Harbour Office of the application shall constitute a contract and a binding obligation on the owner(s) for the duration of the contract period, whether or not the vessel is berthed in the harbour.

The Fees

13. The owner(s) will pay the Harbour Office the Fees in accordance with EHT's Schedule of Dues and Charges in force during the contract period.
14. The owner(s) will pay the Harbour Office the full amount due on any invoice served on the owner(s) within 30 days of the date of such an invoice.
15. The owner(s) acknowledge(s) that EHT may revise the Schedule of Dues and Charges on an annual basis from 1st April and agree to be bound by any new Dues and Charges that may arise as a consequence of this.

Use of the Berth

16. The allocation of a berth is for the vessel named in the application form only; and on the basis that the owner(s) accept(s) full responsibility for the observance of the Terms and Conditions.
17. The owner(s) shall not substitute another vessel for that named in the Berthing Application without the prior consent of the Harbour Master. The vessel must display a name at all times.
18. Acceptance of the Application does not constitute an obligation on The Trust to the owner(s) to provide or maintain any particular berth, but only a berth within the harbour to be notified by the Harbour Master or other officer authorised by The Trust, with liberty for the Harbour Master or officer to change the location or position of such a berth from time to time at their absolute discretion to another berth suitable for that vessel.
19. No berths are exclusive to any vessel and all berths may be allocated to two or more vessels.
20. It is the responsibility of the owner(s) or operator(s) of a vessel to have sufficient crew available to safely conduct the mooring and unmooring of the vessel with due regard to any other vessels or property that may be alongside or surrounding his/their own. After moving his/their own vessel all other vessels affected by this movement must be left securely moored on their original berths.

Change of Ownership

21. The owner(s) shall not, without the prior consent of the Harbour Office, assign or sub-let the berth.

22. Should the owner(s) wish to change the ownership of the vessel during the contracted berthing period they shall give the Harbour Office 14 day's prior written notice with full details of new owner(s).
23. The owner(s) of a vessel having a berth in the harbour and intending to change ownership shall inform the new owner(s) that the purchase of the vessel does not entitle the new owner(s) to retain the berth, and that a new application for a berth must be made.
24. The Harbour Office does not guarantee to re-allocate a berth on change of ownership and may require the vessel to be removed from the harbour.

Damage and Indemnity

25. The owner(s) shall accept full responsibility for the proper berthing of the vessel and shall make good at their own expense any damage caused to the property of EHT.
26. The owner(s) shall indemnify EHT from and against all claims, losses, demands or other expenses arising from the use and occupation of the berth.

Access and Egress from the berth

27. The owner(s) accept(s) that EHT and its agents and employees, and other berth-holders and invitees may cross or enter onto the vessel for the purpose of access or egress to any other vessel moored in the harbour.
28. The owner(s) accept(s) that his vessel may be moved by such other persons when necessary.

Gear and Storage

29. The acceptance of a berth application by EHT is indication that a space is available for a boat only. No gear whatsoever must be left on pontoons and storage of gear elsewhere is to be by arrangement with the Harbour Master or Harbour Office and is liable for a storage fee as stated in the Schedule of Dues and Charges.

Vehicle Parking

30. The owner(s) shall accept that EHT rules and directions regarding vehicle parking are adhered to. A berthing contract does not automatically entitle the owner(s) to park a vehicle within Harbour Premises.

Permanent Vacation

31. The owner(s) shall give the Harbour Office at least 14 days' notice in writing if they intend to permanently relinquish the allocated berth. On expiration of such notice and on payment of any outstanding charges the vessel shall be removed from the harbour forthwith and EHT shall be at liberty in its absolute discretion to re-allocate the berth.

Insurance and Liability

32. The owner(s) shall take out and maintain in force insurance and provide a copy of the Certificate of Insurance upon request to the Harbour Office prior to the berthing period. Vessels must be insured for a minimum of £3 Million indemnity for third party liability.
33. The owner(s) shall take out and maintain in force insurance and provide a signed statement to that effect on the Berth Application Form that will remain binding for the duration of the contract. The owner(s) will ensure continuity of insurance cover if the insurance expiry date occurs during this period. Vessels must be insured for a minimum of £3 Million indemnity for third party liability. This insurance must not exclude uninsured third-party liability.

Liability for Death or Damage

34. EHT accepts no responsibility whatsoever for the death or injury of any person or damage to property of the owner(s) or their invitees, agents or employees or any other person except that involving negligence on the part of EHT employees or agents.
35. Owners of vessels shall indemnify EHT against all claims, losses, demands or other expenses arising therefrom.

Lien

36. EHT shall have a general lien on the vessel for all debts due in relation to the contract.

Termination

37. In the event of any significant breach of these terms, including but not limited to non-payment of fees, EHT may terminate the contract forthwith.

Port Marine Safety Code

38. The berth holder must not contravene any Port Marine Safety Code recommendations in any operation connected with berthing, navigation or movement of the vessel. Owners of commercial vessels must obtain and maintain all requisite MCA Certification for the purpose of their operation, and suspend operation immediately if this lapses.