

D&D Scott

Terms of Business: Moorings

General

1. Responsibility for upkeep and maintenance of the strop and pick-up buoy passes to the vessel owner at the time of supply and should be inspected regularly. D & D Scott will provide a strop, but owners may use their own strop if desired.
2. 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 made with us.
3. Boat trailers cannot be left on the beach. Any that are left on the beach will be removed.
4. Cars cannot be parked in the Inchmurrin carpark. Cars should be parked in the public carpark (*opposite Burnfoot Farm*). One car may be used in the Inchmurrin car park for onloading/offloading but cannot be left unattended. Cars are parked at owner's own risk.
5. Boats or tenders may be tied to Burnfoot pier for onloading/offloading only. Boats or tenders should not be left unattended at Burnfoot pier at any time.
6. Vessel owners must act in accordance with local noise level regulations
7. All boats kept on the premises must have a current National Park registration number.
8. Moorings are non-transferable without written consent from D&D Scott
9. No responsibility is accepted for inconvenience arising from high/low water levels

Liability & Payment

1. Boats should be insured for loss or damage while at the mooring or in the event the boat breaks free from the mooring. Customers may be liable for loss or damage to third parties and as such are obliged to have adequate insurance including public liability cover. Customers shall be obliged to produce evidence of such insurance before the vessel arrives.
2. Summer season runs from 1st April – 30th September inclusive. Winter season runs from 1st October – 31st March inclusive. Payment must be received by 1st May and 1st November respectively.
3. Any vessel not to be moored over winter season must be removed from the premises by 30th September.
4. Payment is due immediately on receipt of invoice. We reserve the right to hold a customer's boat until full payment has been made on any outstanding invoice.
5. D&D Scott shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as weather or the actions of third parties). This applies to loss or damage to vessels, equipment or other property, and harm to persons entering our premises or using any of our facilities or equipment.
6. In the absence of any negligence by us, boats and all other property left at our premises are at the customers own risk and customers should ensure that their own insurance covers such risks.

7. We shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of any defect in the vessel, unless we have been expressly engaged by the customer to do so on commercial terms. Similarly, we shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of an accident which has not been caused by negligence or a breach of duty on our part. However, we reserve the right to do so in any appropriate circumstances. If we do so, we shall be liable to charge the customer on a commercial basis.

Access to Premises & Work on Vessel

1. No work shall be carried out on a vessel on the premises without prior consent, except for minor running repairs or routine maintenance.
2. Any waste products must be removed from the premises and disposed of.
3. We reserve the right to move any vessel or equipment if we deem it necessary for reasons of safety or the good management of our business.
4. We reserve the right to demand immediate cessation of work which breaches any of these clauses.

Right of Sale

D&D Scott shall have a general lien on all goods of the customer in its possession for all and any monies due to it by the customer on any account whatsoever. D&D Scott shall be entitled to charge the customer the full charge during the period in which the company exercise its lien on any goods of the customer and all other conditions shall continue to apply. If the customer fails to make payment in full of any sum or sums due by it under this agreement or is otherwise in breach of any provision of this agreement, D&D Scott shall be entitled to terminate this agreement and, without prejudice to the foregoing and to any other rights which it may have, may give notice in writing to the customer of its intention to sell the moored boat to meet any payment which remains unpaid for more than 6 months following its due date for payment.

If the customer does not within 7 days of the date of notice given pay to the company the full amount of the unpaid payment and any other sums due and payable under the agreement, D&D Scott shall in its absolute discretion be entitled to dispose of such goods at Public Auction or otherwise or by destroying the same.

The proceeds of any sale or destruction shall be applied by D&D Scott first to the unpaid payment or any other sums due or payable under the agreement and to any cost charges and expenses incurred by D&D Scott in or in connection with such sale or destruction of the goods and the Customer shall only be entitled to claim the balance (if any) remaining thereafter.

Any sale or destruction shall be without prejudice to D&D Scott's rights to recover from the Customer any balance outstanding and due from the Customer after the proceeds of such sale have been applied.

Non-Compliance

1. If the customer is found to have breached any of the above conditions, we reserve the right to cancel the booking and remove the vessel from the mooring
2. Any money already received is non-refundable should the owner have been found to have breached any of the above conditions. Any money due remains payable.

Signed

Print Name

Address

Postcode

Telephone Number

Email

Boat Name

Boat Number
