



## 2022 CONDITIONS, RULES AND POLICY GOVERNING THE HARBOUR

These Conditions, Rules and Policy should be referred to prior to making Applications in respect of Moorings and Hardstandings, Retail units, Advertising and overnight parking.

For the purposes of these Conditions, Rules and Policy, 'Master' shall include owners, charterers, licensees, any authorised agent of the Master or other person for the time being lawfully in charge of the vessel.

The Conditions, Rules and Policy must be observed by all persons visiting or using the Harbour, together with the harbour bye-laws. Any may be altered or amended from time to time by the Trust.

### **GENERAL :**

Dunbar Harbour comprises the Victoria, Broadhaven, and Cromwell Harbours, and includes the Battery, Fishermen's Stores, quaysides, slipways, berthing and mooring facilities, car parks, boat parking and storage areas, the harbour approach areas and all other facilities and services on land or water, in the ownership of the Dunbar Harbour Trust.

The management of the Harbour is vested in the Dunbar Harbour Trust and all instructions issued by that authority, in consultation with others, shall be obeyed.

Masters will be responsible for the conduct of and fully accountable for any loss, injury or damage, or nuisance caused or committed by their crew, agents or guests while on board a vessel or on duty within the Harbour.

Masters are permitted to carry out normal maintenance works on their vessels in the Harbour. Work on vessels by outside contractors is only permitted in the Harbour if the proposed works are in accordance with recognised safety procedures agreed and approved by the Trust. All vessels are to be maintained in a seaworthy condition. The decommissioning of any vessel in the Harbour by any means is not permitted.

The vessel shall be berthed or moored by the Master in such a manner and position as the Trust may require and the necessary warps and fenders shall be provided by the Master. It is the responsibility of the Master to check the adequacy of any mooring. Berths may be rented at rates published in the Trust's tariff of charges. All persons are required to moor their vessels in such a position and manner as shall be from time to time directed by the Trust or the Harbourmaster.

Vessels must not be used for permanent residential purposes.

Fishing within the Harbour mouth is not permitted.

No items of boats, gear, fittings or equipment, supplies or stores or the like shall be left upon the quayside, walkways, slipways or car parks unless approved by the Harbourmaster. If approved, they shall not be left in a

manner that may cause obstruction and shall be clearly marked with the vessel's name and registration. The Trust will not be liable or responsible for the safe custody of any goods landed or deposited at the Harbour.

No commercial or private fisherman shall lay lines, nets, pots or floating gear attached in areas that are used as fairways or in a position that is likely to cause obstruction to other harbour users.

The Trust shall be entitled to remove and dispose of any waste material, or goods of a dangerous, hazardous or poisonous nature found on Harbour Trust land and will recover the reasonable costs in respect of such removal and disposal from either the owner of the vessel to which the waste material or goods relate, or from the person leaving the waste materials or goods on Harbour Trust land. The Trust shall not have any liability in respect of, or as a result of, such removal or disposal.

Masters are not permitted to lay anchors or mooring within the Harbour.

Masters must abide and conform with all Health and Safety Regulations so far as these are prescribed by the Harbour Trust or laid down by Statutory provisions.

#### **APPLICATIONS FOR MOORINGS AND HARDSTANDINGS :**

Moorings are allocated to the Applicant, and not to a particular vessel.

If a vessel changes hands either by direct sale or through an increase in shareholding (in the case of ownership of a vessel) then the new owner must re-apply for the mooring.

Under these circumstances there is no guarantee that the mooring will be available if there is a list of earlier applicants for moorings. (See Harbour Trust Bye-Laws 4.11 & 4.12.)

Unsuccessful applicants will be notified in writing and will be placed on a waiting list.

Order of priority of waiting list applicants will be by a system of weighting each application.

Basis of weighting :	Applicants who live outwith East Lothian	0 points
	Applicants who live within East Lothian	2 points
	Applicants who live within the Dunbar Ward	3 points
	All Applicants, for every full year on waiting list	1 point

The owners must hold the minimum of £1,000,000 Third Party Insurance in respect of the vessel detailed in the Application.

No Mooring or Hardstanding will be offered unless a copy of the current insurance certificate is attached to the Application.

#### **MOORINGS AND HARDSTANDINGS :**

The Dunbar Harbour Management Committee (DHMC) will be responsible for all matters regarding the availability and/or suitability of any particular mooring or hardstanding. Hardstanding dues are payable from their date of allocation.

The Trust reserves the right to make use of any mooring temporarily vacated by its allocated user, following consultation and agreement with the user.

Vessels launched from the slipway with a launching ticket will not be allowed to moor in the harbour, except with the express approval of the Harbourmaster.

The owner of a vessel which is left in the harbour without an allocated mooring will be charged the Visitor's Daily Rate applicable to the craft for each day that it is moored. This rate will also be applied to any vessel left on the hardstanding at 1<sup>st</sup> April 2022 or such later date as may be determined at the sole discretion of the Harbour Trust.

Every effort will be made to accommodate commercial craft provided that evidence is made available to the Trust that the vessel is properly licenced and/or suitability of any particular mooring.

Payment of Mooring Fees will be due on, or before, 31 March each year in respect of the coming year. Non payment of mooring fees by 31<sup>st</sup> March will result in Masters who have boats in the harbour being billed for mooring fees at the daily rate applied to visiting vessels in addition to the annual mooring charge, for the period from 1<sup>st</sup> April until the payment for the annual mooring charge is received.

No boat will be allowed to be launched to take up its mooring in the harbour until the annual mooring charge has been paid and, after due warning, if the non payment persists, the allocation of the mooring may be withdrawn at the Trust's absolute discretion and the mooring may be allocated to someone else.

In the event of any mooring or hardstanding charges due and payable not having been paid within one month of their due date for payment in any year, the Harbour Trust shall serve a formal notice upon the Master by recorded delivery letter to the Master's last known address requiring that his vessel is removed from the harbour areas within two weeks of the date of posting of the notice and in the event of non compliance the Harbour Trust may dispose of the vessel as it sees fit, applying the proceeds towards outstanding charges and costs of disposal of the vessel, without prejudice to the right to recover any outstanding charges against the Master for all costs, dues and charges incurred up to the date of disposal of the vessel.

Vessels must be moored in such a way as not to overhang or obstruct other berths. Tenders may not be left in the water or on the quayside or slipways when not in use but must be stowed aboard the parent vessel unless a berth is separately provided specifically for it. Boats on fore and aft moorings requiring a tender to access their boat must make prior arrangements for berthing the tender with the Harbourmaster.

The Trust reserves the right to remove any boat from the harbour which has been abandoned or is considered at the Trust's sole discretion to be unsafe. The owner of the vessel will be asked to make arrangements of the vessel in the first instance and will be charged for any costs of removal and/or storage if the Trust has to make arrangements for the vessel to be removed from the harbour.

#### **FISHING VESSELS :**

Berthing is subject to suitable arrangements being made in advance for collection of landing dues.

In cases where skippers sell directly to Merchants, liability to account for Landing Dues and for any costs associated with other services provided by the Trust rests jointly and severally with the Skipper and Owner if the Merchant fails to account to the Trust for the Landing Dues or other costs on a regular monthly basis.

Notification of fish landings and the payments for catch must be presented to the Trust on a regular monthly basis. Payment of the landing dues must be made on a monthly basis.

#### **COMMERCIAL PLEASURE :**

Boat passenger ratings must be confirmed with the Harbourmaster.

All boats, permanently moored in Dunbar Harbours and carrying commercial passengers must have a permit from the Trust to carry passengers and will be due fees for passenger trips depending on passenger boat rating.

Visiting boats moored in Dunbar Harbours and carrying commercial passengers must have a visitor's mooring and permit from the Trust to carry passengers, and will be due fees for passenger trips, payable in advance.

**PAYMENT OF ACCOUNTS:**

All invoices must be paid in accordance with the terms laid down by the Trust. An administration charge of 20% of the total amount owing to the Trust by the boat owner will be payable by any boat owner whose account needs to be referred to a debt collection agency, but only if the boat owner is in breach of the Trust's credit terms.

**LIFTING :**

All lifting operations within Dunbar Harbour that require the use of mechanised hoists, winches or cranes will be in accordance with DHT Lifting Guidelines

**CRADLES :**

Boat cradles on allocated Hardstandings will be provided by the boat owners, who will be fully responsible for the maintenance and safety of the cradles.

DHT will carry out a visual inspection of the cradles, and if they consider that they may not meet safety requirements to fully support the boat under dead and wind loading conditions, the boat owner(s) will be asked to verify that their cradle is safe. Failure to provide a suitable cradle may result in DHT requesting the cradle to be strengthened or the boat removed.

Cradles should not impose ground loadings in excess of that being able to be supported by the existing ground bearing conditions.

Wooden cradle support bearers should be adequately tied together to prevent sliding slippage under loadings.

**RETAIL UNITS:**

Retail units can only be brought onto Dunbar Harbour property with prior written permission from the Board of Dunbar Harbour Trust. These units may be repositioned at any time at the discretion of the harbourmaster to ensure the efficient and safe operation of the harbour.

**ADVERTISING:**

Advertising notices can only be brought onto Dunbar Harbour property with prior written permission from the Board of Dunbar Harbour Trust. Applications must state the size and nature of the advertisement and its proposed positioning and fixing.

**OVERNIGHT PARKING:**

Overnight parking is very restricted because of the requirements of the commercial users of the harbour. Those wishing to use this facility should seek prior agreement from the harbourmaster (07958 754858) and pay the overnight charge.

**HARBOURMASTER :**

The Harbourmaster is responsible for the correct operation of the Conditions and Rules for the Harbour, and any decision or instruction determined by him must be adhered to by boat owners and Harbour users.

A Moorings Schedule, and Moorings / Hardstandings Waiting List will be maintained by the Harbourmaster.

**SAFETY :**

All persons using any part of the Harbour for whatever purpose do so at their own risk.

Swimming and skin diving are not permitted within the harbour.

All vessels must be equipped with adequate fire fighting equipment as recommended by the Royal Yachting Association and the Department of Trade and Industry in the RYA Publication G9 as required by law.

Petrol and inflammable substances shall not be stored in a vessel except in a receptacle specifically constructed for such purposes. Smoking and naked lights are strictly forbidden in the refuelling area. Engines must be switched off when refuelling.

All bait shall be kept stored in sealed containers on board fishing vessels or in an approved store.

The handling of explosives in the Harbour area is prohibited.

A speed limit of three knots applies to all vessels under power within the Harbour and no vessel shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels.

The Harbour is subject to the Control of Pollution ACT 1974, the Dumping at Sea Act 1974, and the Preservation of Oil Act 1971. Masters and users of the Harbour will be accountable for any breach of these Acts