

## NPP Terms of Business

### Definitions

**Berth** means the space on water allocated to the Owner by the Council for the Vessel.

**Council** means Argyll and Bute Council who own and manage the NPP facility or any of its agents.

**Harbour** shall include a yacht harbour, marina, mooring or any other facility for launching, navigating, mooring or berthing a vessel.

**Harbour Master** means the person responsible for the day-to-day management and administration of the NPP on behalf of the Council.

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

**NPP** means North Pier Pontoons, Oban Facility.

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

**Premises** means all the land, adjacent water and buildings occupied by or under the control of the Council, including docks, slipways, pontoons, jetties, quays, piers, mudberths, sheds, lofts, workshops, hardstanding, roadways and carparks.

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

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

**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.

### Liability, Indemnity and Insurance

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. They must also have adequate 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 Council of such insurance within 7 days of a request to do so.

Apart from any loss, damage or injury which results from the negligence or deliberate act of the Council or that of those for whom the Council is responsible, every person using any part of the NPP or its facilities for any purpose, whether by invitation or otherwise does so entirely at their own risk and the Owner undertakes to make this known to every person in the Owner's party.

The Council will take reasonable steps to maintain security at NPP and to maintain our facilities and equipment in reasonably good working order. Subject to this and in the absence of any negligence or breach of duty on our part, customers leave their vessels, gear, equipment or other goods at their own risk. Therefore customers should ensure that their own personal and property insurance covers such risks.

The Council 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 Council 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 Council's negligence or some other breach of duty on its part. However the Council 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 and, where appropriate, to claim a salvage reward.

Maritime Law entitles the Council 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.

## Regulations

The Owner shall at all times observe the Council's mandatory regulations in particular:

- The Owner should have 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.
- This is a transit facility only, therefore the maximum length of stay is 3 nights.
- The berths are on a first come first served basis, booking for berths will not be taken.
- All vessels must report to the NPP office or make payment using the on line facility found at <https://www.argyll-bute.gov.uk/north-pier-pontoons>.
- No vessels to be left unattended overnight.
- There will be no painting of vessels or equipment in the facility.
- The Vessel shall be berthed by the Owner in such a manner and in such location as the Council may require. No Vessel shall be anchored in the vicinity of the NPP nor moored in such a way as to cause any obstruction to the Council or any other user of the NPP.
- The Owner, crew, customers and family shall comply with all applicable laws when using the Council's Premises.
- The Owner shall at all times be responsible for the proper upkeep and safe condition and maintenance of the Vessel, its gear and equipment and shall maintain it in good, clean and seaworthy condition and ensure that the Vessel is able to navigate under its own power at all times.
- Owners shall be prohibited from the discharge of sewage within the Marina; such discharge may result in removal of the vessel from the Marina.
- Waste should be disposed of in the bins provided.
- **International Waste must be disposed of in designated container available at the Harbour Masters Office. A fee is payable for this service.**

The Harbour Master, or their deputy, has full authority over the NPP facilities. The Harbour Master has the right to:-

- Give berthing priority to the Emergency Services and Ships in distress.
- Allocate berths, in exceptional circumstances, as events dictate.
- Remove and dispose of any items left unattended on the walkways.
- In bad weather, or exceptional circumstances, ask skippers to remove boats from the pontoons. **(Due to the design of the facility, the pontoons & breakwater MUST be vacated when winds of over 50 knots are forecast).**
- Where fuel is required to be transferred in portable containers, the Council reserves the right to refuse the use of any container deemed unfit for the purpose.
- Refuse entry to any Vessel.
- The Council shall have the right to board, enter (by force if necessary), move, moor or re-berth any Vessel or other property of the Owner at the NPP at any time for reasons of safety, security or emergency.

No part of the Council's 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 Licence from the Council.

## Health and Safety

All necessary warps and fenders shall be provided by the Owner and the Owner agrees to ensure that the Vessel is properly and safely secured and attached to the pontoon at all times.

The Owner, his crew, members of his family and any person carrying out work on the Vessel is responsible for reporting to the Council all accidents involving injury to any person or damage to any public or private property that occur in the Harbour or on the Premises as soon as possible after they occur.

## Commercial use of the facility

No commercial fishing, engineering or other heavy commercial activity is allowed in the NPP facility without prior written consent.

The facility is NOT for use by commercial work boats (inc RIBS), MFV's or aquaculture vessels.

Commercial leisure operators using the facility must keep their boat in a safe and seaworthy and in good cosmetic order. Any boat falling into to disrepair or causing disturbance or impairing the operation of NPP shall not be permitted to use the facility.

Commercial vessels operating within the facility must do so in a manner that does not interrupt other vessels peaceful enjoyment of their berth.

No part of the Council's Harbour or Premises or any Vessel or vehicle while situated therein or thereon shall be used by the Owner for the collection, storage or landing of fish or shellfish for purpose of sale and/or reward.

## Complaints

All complaints are treated in a confidential manner, subject to Data Protection and Freedom of Information Legislation.

Should you wish to complain about the NPP or the service you have received in the first instance please alert a member of staff and give them the opportunity to correct the problem. Alternatively please contact 01546 605516 or email [complaints@argyll-bute.gov.uk](mailto:complaints@argyll-bute.gov.uk). [www.argyll-bute.gov.uk/do-it-online/comments-and-complaints](http://www.argyll-bute.gov.uk/do-it-online/comments-and-complaints)

Nothing in these Terms absolves an employee, contractors, berth holder or visitor from their duty to comply with the relevant legislation, such as the Health & Safety at Work Act 1974, Factories Act 1961, Fire Precaution Regulations 1997, Offices, Shops & Railway Premises Act 1963 and others.