

ST MARGARET'S HOPE PIER TRUSTEES

Berthing & Mooring Agreement 2023/24

Pleasure crafts & Fishing Vessels

Company Name:	
Name of Owner:	
Full home address:	
Postcode:	
Invoice Address (if different):	
Contact telephone number:	
Email Address:	
Name of Vessel:	
Type: (e.g commercial/pleasure/sail/motor)	
Age of Vessel	
Length Overall	
Beam	
Draft	
Weight	
Compound Charge: annual or daily	
Insurance renewal date (please provide copy of insurance documents – minimum 3 rd Party cover)	

Equipment and property are left at St Margaret's Hope Pier at your own risk

VESSEL OWNERS MUST PROVIDE A COPY OF ADEQUATE VALID INSURANCE COVER ALONG WITH THIS FORM

Terms & Conditions Apply.

Signed by the Owner:

OR

Signed for and on behalf of the company

Full Name:

Full Name:

Signature:

Signature:

Date:

Date:

BERTHING & MOORING TERMS & CONDITIONS

St Margaret's Hope Pier Trustees (SMHPT) 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 Harbour and/or using any facilities of equipment.

Equipment and property are left at the Owners own risk.

SMHPT shall not be under any duty to salvage or preserve any vessel or other property from the consequences of any defect in the vessel or property concerned . Similarly SMHPT shall not be under any duty to salvage or preserve any vessel or other property from the consequences of an accident which has not been caused by SMHPT. 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 vessel owner concerned on a normal commercial charging basis and, where appropriate, to claim a salvage reward.

Vessel 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 , cover against wreck removal and salvage, and, where appropriate, Employers' Liability cover to at least the statutory minimum. The vessel owner shall be obliged to produce evidence to SMHPT of such insurance within 7 days of a request to do so.

The Vessel owner shall, and shall procure that their crew, members of their family comply with all applicable laws when using SMHP Harbour and Premises.

Please return signed forms to: St Margaret's Hop Pier Trustees, c/o Upper Heads, St Margaret's Hope, Orkney, KW17 2TL or email to Clerk@smhharbour.co.uk