

# **RULES FOR THE USE OF KELVIN HARBOUR**

## Preliminaries and definitions

1. The following Rules and Conditions apply to all Harbour users and may be altered or amended from time to time by the Company.
2. The “Harbour” means the pontoons and access ramps, gates etc situated in the River Kelvin.
3. In these conditions, the ‘Company’ means Kelvin Harbour Limited. 'The Manager' shall be construed as the manager of the Harbour and shall include any officer, employee or agent of the Company authorised to act on the manager’s behalf. The expression 'Owner' shall include a Charterer, skipper, Master or Agent or other person for the time being lawfully in charge of the vessel.
4. In these Conditions, ‘temporary berthing’ means use by a visiting vessel, daily weekly or monthly charges will be applied according to the duration of stay, charges can be found at [www.thetallship.com](http://www.thetallship.com).
5. Entry into the Harbour by land or water entails acceptance and observance of these Rules.
6. All persons using any part of Kelvin harbour or premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the Company's harbour premises or facilities was caused by or resulted from the Company's negligence or deliberate act or that of those for whom the Company is responsible.
7. The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by or instituted against the Company or its servants or agents which may be caused by the Owner's vessel or vehicle or by the Owner, his servants, agents, crew, guests or subcontractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible.
8. The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and subcontractors in a sum of not less than £3,000,000 in respect of each accident or damage and, in respect of each vessel, adequate salvage insurance. Such insurance shall be effected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to the Company on demand. Third Party insurance of at least £3,000,000 is recommended.

## Arrival

9. No vessel arriving from outside the UK will be accepted at Kelvin Harbour unless it has first landed at another UK harbour and completed all customs and immigration procedures.
10. Permission to berth in the harbour should be obtained before arrival by calling the harbour manager (Andy Aire) on 0141-357-3699 OR mobile 07837-950982. In the

event that advance notice cannot be given in extreme circumstances, the owner must make contact with the manager at the first opportunity after arriving.

### Berthing

11. Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed the necessary warps and fenders shall be provided by the Owner. No fixtures or fittings may be attached to the Company's property without their consent in writing.
12. The Company shall have the right to moor, re-berth, board, enter or carry out any emergency work on the vessel at the owners sole risk if in the Company's opinion such be necessary for the safety of the vessel or the safety and/or convenience of other users of the Harbour or for the safety of the Company 's Harbour, plant and equipment and the Owner shall pay the Company reasonable charge for such work.
13. The Company endeavours to maintain the central part of the harbour at 2m. below chart datum, but this cannot be guaranteed due to the varying quantity of debris that may wash into the harbour. Users must satisfy themselves that there is a safe depth for berthing at all states of the tide.
14. Any warps, fenders or other mooring devices must be capable of securing the vessel in flood conditions and strong wind. Any warps, fenders and other mooring devices which in the opinion of the Company prejudice the safety of the vessel, other vessels in the Harbour, persons or the structures of the Harbour may be replaced by the Company and charged to the account of the Licensee.
15. At the sole discretion of the Company, it may raft up vessels to a maximum of 3 deep on either side of the pontoons

### While in the Harbour

16. Vessels shall not be used for permanent habitation.
17. Sub-letting of moorings or boats is not permitted.
18. No part of the Company's harbour or premises or of any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purpose without written permission from the Company.
19. Permission to use the harbour does not also include use of the slipway, for which separate arrangements apply.
20. Minor repairs and maintenance of a routine nature may be carried out by the owner, his crew and family, but the owner must notify the company before inviting external contractors into the harbour to carry out work on boats.
21. Within 7 days of any sale, transfer or mortgage of any vessel berthed in Kelvin Harbour the Owner shall notify the Company of the name and address of the Purchaser, transferee or Mortgage as the case may be, and any fees in arrears must be settled before a boat is sold.
22. No vessel, when entering or leaving or manoeuvring in the harbour shall be navigated at such a speed or in such a manner to endanger or inconvenience other vessels.

Vessels are at all times subject to the Notices to Mariners and bye-laws of Clydeport Operations Limited.

23. Bathing within the Harbour is not recommended. Small children should wear life jackets and they must have an adult in attendance at all times. All users are recommended to wear a lifejacket when outside of the fenced area of the harbour.
24. No noisy, noxious or objectionable engines or other apparatus or machinery shall be operated within the harbour or premises so as to cause any nuisance or annoyance to the Company, to any other users in the vicinity and the owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid. Halyards shall be secured so as not to cause such nuisance or annoyance. The Company reserves the right to take such reasonable action, as it may deem necessary, to mitigate any nuisance or annoyance caused by halyards.
25. The Owner shall take all the necessary precautions against fire in or upon his vessel and the Owner shall observe all statutory and local regulations relative to fire prevention. The Owner shall provide and maintain at least one fire extinguisher of a BSI standard type and size on any vessel with an inboard engine, for immediate use in case of fire.
26. Fuel shall only be brought into the harbour in domestic size containers of a type and number which are permitted to be carried in motor vehicles, and shall only be stored onboard the owner's boat or in a locked fuel store at the top of the linkspan bridge, access on request from the Tall Ship manager or his staff.
27. No Barbeques or any other devices with naked flames shall be used on the pontoons.
28. No refuse, waste or oils shall be thrown overboard or left on the pontoons, jetty or car parks. Temporary visitors should contact the manager for disposal of waste. Long term berth holders must make their own arrangements for the disposal of waste.
29. Dinghies, tenders and rafts shall be stowed aboard the vessel unless a berth is separately provided by the Company
30. Except when loading and off-loading equipment, owners and crew must park their motor vehicles in the Transport Museum public car park, or off-site.
31. No items of boats, gear, fittings or equipment, supplies, stores or the like shall be left upon the pontoons, jetties or car parks.

#### Respect for other users

32. Users are reminded that a public ferry service operates from the harbour and ferry movements must be given priority at all times. Gates and safety chains must be kept closed to maintain safety for ferry passengers as well as security of boats.
33. Users must not interfere with boats, their moorings or equipment. The only person authorised to move another boat is the Harbour Manager, or his staff.
34. Any alleged theft or damage must be reported to the police. The Company will not investigate any such complaints against other users unless the police have first been informed.

35. All users must undertake not to divulge the gate entry code to protect the security of all users.
36. The Company shall have the right to terminate temporary berthing agreed stay or long term berthing licence granted to the Owner in the event of the Owner failing to observe any of the regulations and conditions of berthing and upon notice specifying the breach and requiring removal of the vessel being sent by recorded delivery post to the Owner at his last known address, he will remove the vessel within 28 days. On failure to remove the vessel at the expiration of the said period of 28 days, the Company shall have the right to remove the vessel from the Harbour and thereupon shall secure it elsewhere and may charge the Owner with all the costs arising out of such removal including alternative berthing fees.

#### Fees and charges

37. For the purpose of calculating fees, the length of a vessel is defined as the Length overall including davits, masts carried flat on deck, or other protuberances.
38. Charges/Fees for temporary visits are as shown on the website [www.thetallship.com](http://www.thetallship.com) and are chargeable in advance.
39. Fees for long term berthing charges are available on the [www.thetallship.com](http://www.thetallship.com) website and billed monthly.
40. At least 3 months notice shall be given by either party to terminate the arrangement for long term berthing.
41. Reasonable use of electricity and water are included in the fees, but the Company reserves the right to charge for bulk use. See website [www.thetallship.com](http://www.thetallship.com) for charges/fees.
42. The Company has the right to exercise a general lien upon any vessel and/or her gear and equipment whilst in or upon their premises or afloat at any of their berths until such time as any money due to the Company in respect of the vessel and/or gear whether on account of rental, storage, commission or berthing charges, work done or otherwise shall be paid.

Kelvin Harbour Harbourmaster  
0141-357-3699