

Foyers Bay

Terms and Conditions of Use

September 2024 – Version 1.3

**Our aim is for you to enjoy your leisure time at Foyers Bay and surrounding areas and we ask that you consider other users and our residential neighbours by reading and understanding the principles of these general guidelines and terms of contract below.**

**1. General Guidelines**

***1.1 SAFETY***

All users are responsible for their own conduct and that of any other persons within their party, including those under the age of 16, your children and pets.

It is Foyers Bay guidelines that everyone must wear lifesaving equipment when interacting with the slipway, the shore and the water at all times. It is the user’s responsibility that this is enforced and their personal equipment is fit for purpose.

It is the user's responsibility to notify a relevant contact shore side of their activities prior to embarking out on loch ness

Foyers Bay promotes a strong safety culture.

***1.2 BEHAVIOUR***

Users of the facility are advised that their conduct and that of their vessels is likely to be regulated and governed at various times by statutory, local authority and harbour regulations which may be more extensive than those of Stratherrick & Foyers Community Trust and the breach of which may result in criminal penalties. The Company operates a ‘Zero Tolerance Policy’ with regards to aggressive and or threatening behaviour. There is a zero drug and alcohol tolerance policy in force in the area also.

Consideration towards other users of this facility and our neighbouring residents must be taken at all times. Unruly and antisocial behaviour will not be tolerated and you risk your membership being revoked. In particular restrict any activities that may cause nuisance such as loud music and unnecessary noise between 9pm in the evenings and 9am in the mornings.

Dog owners should clean up after their dogs immediately and dispose of the waste appropriately. Dog owners should also be in control of their dogs at all times.

**2. Terms of Use**

***2.1 DEFINITIONS***

Where the following words appear in these Conditions, the Licence and the Company’s Regulations they shall have these meanings:

**Boat Storage** means the land space temporarily allocated to the Owner by the Company for the short-term storage ashore of the vessel during the term of the Licence.

**Company** shall mean Stratherrick & Foyers Community Trust Ltd, the Company or any of its agents to whom the application for boat storage and mooring use is made which may be one or more of its associated companies, concessionaires, tenants and assignees for the operation of the boat repair yard, brokerage or other facility.

**Floating Mooring** means a moored floating structure providing landing or mooring facilities.

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

**Licence** shall mean the period and conditions applied for in the Boat Storage Application submitted by the owner and agreed by the parties including these Standard Terms and Conditions.

**Owner** shall mean the person or company named on the Boat Storage or Mooring Usage Application, any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the Company.

**Premises** means all the land, adjacent water and buildings occupied by or under the control of the Company, including slipways, pontoons, hardstanding, roadways and carparks.

**Regulations** mean those regulations (if any) made by the Company which the Company in its absolute discretion considers necessary to enable the Company or those using the Premises to comply with applicable legal requirements or for the safety or security or good management of the Premises.

**Vessel** shall include any form of craft, boat, yacht, dinghy, or other marine structure which is in the care and control of the Owner.

***2.2 THE LICENCE***

2.2.1 Boat storage at the Premises shall be licensed for the period and at the Charges specified in the usage rates. Local concessions may be applied at the discretion of the Company. Usage rates are published on our website.

2.2.2 A Licence will not be automatically renewed and can be terminated by the Company or by the Owner under the provisions of Clause 2.6. No explanation need be given by the Company for not renewing a license.

2.2.3 Payments for boat storage and use of floating moorings are payable in advance and before use by contacting admin@sfctrust.org.uk.

***2.3 LIABILITY, INDEMNITY AND INSURANCE***

2.3.1 The Company 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 and/or using any facilities or equipment.

* The Company shall take reasonable and proportionate steps having regard to the nature and scale of its business to maintain security at the Premises, and to maintain the facilities and equipment at the Premises in reasonably good working order. But in the absence of any causative negligence or other breach of duty on the part of the Company, Vessels, gear, equipment and other property are left with the Company at the Owner’s own risk and Owners should ensure that their own personal and property insurance adequately covers such risks.
* The Company shall not be under any duty to salvage or preserve any 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 Company 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 Company’s negligence of some other breach of duty on its part. 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 Owner concerned on a normal commercial charging basis and, where appropriate, to claim a salvage reward.
* 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, and cover against wreck removal and salvage. The Owner shall be obliged to produce evidence to the Company of such insurance within 7 days of a request to do so and when completing our Membership Application Form. Any vessel found to be in breach of this condition will have their licence cancelled and be required to vacate the marina immediately.
* Vessel registration documents should also be presented to the Marina Manager.
* The Owner shall, and shall procure that his crew, members of his family comply with all applicable laws when using the Company’s Premises.

***2.4 ADDRESS DETAILS AND SUBSEQUENT CHANGE OF DETAILS***

2.4.1 The Owner must supply to the Company in writing, details of the Owner’s permanent home/ contact address. This address must be a different address to the address of the Premises. The Owner shall be obliged to produce evidence to the Company of such home/contact address within 7 days of a request to do so.

2.4.2 The Owner must notify the Company in writing of the details of any change of names of the Vessel or change of address or telephone number of the Owner.

***2.5 BOAT STORAGE ALLOCATION***

The Company retains absolute control of all Berth allocation within the facility and Premises shore side and floating moorings. Accordingly, the Owner shall not be entitled to the exclusive use of any particular Boat storage area but shall use the space allocated to him/her by the Company for the length of their Licence. The Company reserves the right to relocate any boat or equipment within the facility.

***2.6 TERMINATION***

2.6.1 The Company shall have the right (without prejudice to any other rights in respect of breaches of the terms of this Licence by the Owner) to terminate this Licence in the following manner in the event of any breach by the Owner of this Licence;

* Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Company and/or of the Company’s customers and if the breach is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time specified by the Company. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property the time specified for remedy may be immediate or extremely short. If the Owner fails to affect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him to remove the Vessel from the Premises immediately.
* If the Owner fails to remove the Vessel on termination of this Licence (whether under this Condition or otherwise), the Company shall be entitled to charge the Owner for the removal of the vessel. The Company takes no responsibility for damage of the vessel during removal.
* Any notice of termination under this Licence shall, in the case of the Owner, be served personally on the Owner or sent by registered post or recorded delivery service to the Owner‘s last known address and in the case of the Company shall be served at its principal place of business or registered office. Your Vessel will be removed within 30 days of termination of membership.

**3. Foyers Bay Membership, Fees and charges**

***3.1 MEMBERSHIP***

3.1.1. Membership covers slipway access, boat storage and access to booking of floating moorings. Cost of becoming a member:

***Tier 1: Daily access to slipway, plus access to book floating moorings.***

* *Deposit of £10 for key, annual fee of £75. 20% discount for concessions – OAP, students, disabilities, veterans, ex-servicemen, blue card holders and people in receipt of certain benefits.*

***Tier 2: Access to boat storage in secure compound, water and electricity. Daily access to slipway and booking floating moorings.***

* *Deposit of £10 for key, annual fee of £150 for one vessel. 20% discount for concessions – OAP, students, disabilities, veterans, ex-servicemen, blue card holders and people in receipt of certain benefits.*

**Tier 3: Storage of watersports equipment only. This will become available once appropriate measures have been put in place.**

* *£10 key deposit, annual fee of £40. 20% discount for concessions – OAP, students, disabilities, veterans, ex-servicemen, blue card holders and people in receipt of certain benefits.*

**Additional costs**

A fee of £75 per annum will be payable for any additional vessel added to a tier 2 membership. All pre-requisites will need to be met for each additional vessel, with a maximum of one additional vessel per membership.

3.1.2. **The floating moorings** are available to use for members between 1st March and 31st October on a first come, first served basis with the following conditions:

* *Bookings must be made in advance. For the remainder of the 2024 season, please book via* *admin@sfctrust.org.uk**.*
* *Minimum booking is 1 week, which can be renewed at the end of this period, dependent on demand.*
* *No more than 1 week in each calendar month can be booked in advance.*
* *Consecutive month on month bookings are not permitted in advance, however reapplication at the end of each month is permitted.*
* *Maximum vessel weight for usage of floating moorings is 2.5T.*
* *Fee for use is £7 per week.*
* *Stratherrick & Foyers Community Trust reserve the right to remove the Owner’s vessel if it is not removed at the end of a booking. A fixed penalty of £100 will be charged and your membership revoked if the fee is not paid.*
* *If a member requires assistance in removing their vessel from a floating mooring, they should make the company aware of the circumstances as soon as possible.*

3.1.3. The Company is not obligated to offer automatically recurring membership. If owners wish to reapply for an Annual License they will have to submit a new application.

**4. Rules of Membership**

**All members must:**

* ***Reside and have permanent residency in the Stratherrick and Foyers community area.***
* ***Adhere and conform to all prerequisites.***
* ***Never leave any vehicles or watercraft on the slipway unattended***
* ***Never obstruct the slipway at any time other than launching and retrieving vessels***
* ***Never leave fuel containers unattended***
* ***Not change, modify, or install any equipment shore side or in water***
* ***Not share, lend or distribute any access keys or codes***
* ***Ensure owners’ vessel and towing trailer is parked according to Company instructions. Boat trailers should be identified with the name of Vessel.***

**Failure to meet or adhere to the above rules may result in being denied membership or having your membership revoked.**

**5. General Rules**

***5.1 COMMERCIAL USAGE***

5.1.1 No part of the Company'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 Company.

5.1.2 No part of the Company's 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.

***5.2 PARKING***

Subject always to the availability of parking space Owners and their crew may only park vehicles on the Premises in accordance with the directions of the Company.

***5.3 REGULATIONS***

5.3.1 The Owner shall at all times observe the Company's Regulations and in particular:

* The Owner shall provide 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.
* Where fuel is required to be transferred in portable containers, the Company reserves the right to refuse the use of any container deemed unfit for the purpose.
* Owners and berth holders shall be prohibited from the discharge of sewage within the Premises; such discharge may result in termination by the Company of this Licence and ejection of the Owner from the Premises.
* Waste should be disposed of appropriately. Excessive waste may be charged for at an appropriate rate set by the Company as an extra service.
* Owners must maintain their vessel in a seaworthy, clean and tidy condition as determined by the Company. Owners are required to physically visit and check this at least every 6 weeks or contact the Lead Director who will undertake such checks at the owner’s risk.

5.3.2. The Company shall supply the Owner with a digital copy of the Regulations current at the time of the Licence. The Company reserves the right to introduce new Regulations on grounds of legal requirement or for the safety or security or good management of the Premises, and to amend such regulations as from time to time shall be necessary. Such Regulations and any amendments to them shall become effective on being displayed on the Company's public notice board or other prominent place at the Company's Premises, and the Company shall have the same rights against the Owner for a breach of the Regulations as for a breach of the terms of this Licence.

***5.4 HEALTH, SAFETY AND THE ENVIRONMENT***

5.4.1. Attention is drawn to the Company's relevant Health, Safety and Environmental policy, as amended from time to time. The Company shall supply the Owner with a copy of the Policy current at the time of the Licence. Any amendments shall be displayed on the Company’s public notice board or other prominent place at the Company's Premises and further copies shall be available on request. The Owner, his regular crew, members of his family and/or any person or company carrying out work on the Vessel, with the permission of the Company, must comply with the Company’s Health, Safety and Environmental Policy.

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

**6. Slipway Use**

**It is each members own responsibility to:**

* Ensure that their vessel is ready and in good condition for use on the water prior to using the slipway.
* Ensure their trailer is in a suitable condition to launch and recover their boat from the slipway and water.
* Ensure the towing vehicle is appropriate for launching and recovering a boat from the Loch via the slipway and also that the vehicle is in a suitable condition to do so.
* Ensure everyone involved in the launch and recovery of vessels is suitably trained to do so and has the appropriate safety equipment required.
* Ensure the slipway is never blocked or obstructed other than during the process of launch and recovery.
* Ensure all Children are supervised at all times by a responsible adult and kept clear of the slipway.
* After launching a vessel its trailer must be removed from the slipway immediately and parked in the car park according to instructions from the Lead Director.
* Fishing is not permitted from the slipway.