Aberdeenshire COUNCIL

Berthing Agreement

Between

THE OWNER/BERTH HOLDER			
NAME			
ADDRESS			
POSTCODE		HOME TEL:	
MOBILE TEL:		EMAIL	
THE VESSEL			
VESSEL NAME		KEEL TYPE	
OVERALL LENGTH		ENGINE TYPE INBOARD/OUTBOARD	
TYPE OF VESSEL		VHF RADIO NO.	
COLOUR OF HULL		SMALL SHIPS REGISTER NO.	
COLOUR OF TOPSIDE		UNDERWRITER	
DRAUGHT		POLICY NO.	
BEAM		START DATE	
CONSTRUCTION TYPE		EXPIRY DATE	
A COPY OF INSURANCE CERTIFICATE MUST BE SUBMITTED WITH THE AGREEMENT			
BERTH DETAILS			
PLEASE STATE THE HARBOUR -			
INTENDED USE			
☐ COMMERCIAL	☐ LEISURE	☐ COMPOUND	☐ HARDSTANDING
WOULD PREFER A -			
☐ 6 MONTH BERTH **(Not applicable to pontoon berths)**		☐ 12 MONTH BERTH	
BERTH NO.		**DEBTOR NO.**	
Commencement Date	1st April 2026	**Termination Date**	31st March 2027

The Company	Aberdeenshire Council		
Address	Town House, 34 Low Street, Banff, AB45 1AY		
Telephone	01467 530953	Email	harboursadmin@aberdeenshire.gov.uk

I/We agree to be bound by the Berthing Terms and Conditions as annexed hereto, the charges applicable to this Agreement & General Rules regulating the Safety of the Harbour.

Signed for on behalf of the Owner

.....

D A T E -

Signed for on behalf of the Aberdeenshire Council

.....

D A T E -

Aberdeenshire COUNCIL

Berthing Terms & Conditions

1. Definitions

In this Agreement the following words and expressions shall have the following meanings:

"Owner" and "Berth Holder" shall for the purpose of this agreement mean the same thing and refers to the legal owner of the vessel and any charterer, master, agent or other person in charge of the vessel with the Owners permission.

"Commencement Date" means the date from which these terms and conditions become enforceable, as described on the front of this Agreement.

"Termination Date" means the date as set out on the front cover of this Agreement.

"Vessel" means the craft described on the front of this Agreement which expression includes where appropriate its gear and equipment including any trailer or cradle.

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

The Terms & Conditions apply to all vessels berthed at the following Harbours – Banff, Portsoy, Rosehearty, Gourdon, Johnshaven & Stonehaven.

2. The Agreement

2.1. This Berthing Agreement relates exclusively to the Owner and to the Vessel described above and shall not be transferrable or assignable to a new Owner or in respect of a different Vessel, either temporarily or permanently, without the express written consent of Aberdeenshire Council which consent shall be in the sole discretion of Aberdeenshire Council and on such terms as it may require including (where applicable) the creation of a new Berthing Agreement.

2.2. This Berthing Agreement will apply to any person in charge of the Vessel with the Owners consent as if they were the Owner.

2.3. This Berthing Agreement will end at the Termination Date specified on the front of this Agreement if not terminated sooner by Aberdeenshire Council or by the Owner.

3.Payment of Berthing Fees

3.1. When a Berthing Agreement has been signed by the Owner and Aberdeenshire Council, an invoice will be raised.

3.2. As per the invoice payment Terms & Conditions, all customers will have 28 days from the invoice date to make full payment. Instructions can be found on the reverse of the invoice, if the customer wishes to set up a direct debit.

4. Berthing Charges

4.1 Our full Rates & Dues can be found at – www.aberdeenshireharbours.co.uk

4.2. Fees are for Annual, Summer (April – September) or Winter (October – March) season. **The fee is NOT refundable should the vessel be removed early or arrive late during the subscription period.**

4.3. Only Annual berths are available at Banff Marina Pontoons.

4.4. Visitor berthing is charged at the published daily rate.

4.5. The charges are reviewed annually and are published on the Aberdeenshire Council Harbours website.

4.6. Any commercially registered fishing vessel berthed in the Harbour will be charged a % of their gross landings as per C.11.1 in Aberdeenshire Council's Rates & Dues.

4.7. Failure to disclose fish landings at the required 3-month interval, within 28 days of each initial request will be charged per C.11.2 of Aberdeenshire Council's Rates & Dues.

5. Berth Allocation

5.1. Allocation of berths is the responsibility of the Harbourmaster.

5.2. A berth is allocated to the person(s) named on the Berthing Agreement and paid for the berth, not the vessel. As such, sale or transfer of a vessel does not entitle the new owner to a berth. Any new owner of a vessel must complete a separate Berthing Agreement.

5.3. If a vessel is occupying a berth not allocated to them, there will be a daily rate charged for the period the vessel is in the un-approved berth, irrespective of whether they have paid berthing fees.

6. Insurance

6.1. The Berth Holder, as a vessel owner, must have valid insurance for the vessel, including a minimum of third-party liability insurance with an indemnity of no less than £3 million per incident.

6.2. Copies of the insurance certificate must be provided to Aberdeenshire Council on request, including when submitting a Berthing Agreement.

7. General Conditions

7.1. No vessel shall be placed in the Harbour until the Berthing Agreement has been signed by Aberdeenshire Council.

7.2. Any changes or sale of vessel to be put in writing to the Harbourmaster.

7.3. Fishing nets and other associated equipment may only be stored in designated areas and should be clearly marked/tagged with the owner's details.

7.4. All reasonable instructions from the Harbourmaster must be complied with, in line with the Grampian Regional Council (Harbours) Order Confirmation Act 1987 and the Grampian Regional Council Harbours Byelaws 1991.

7.5. Vessels and trailers must be clearly marked with the vessel name.

7.6. Vessels are placed at owners own risk.

7.7. Moorings adequate in the opinion of the Harbourmaster are to be provided and maintained by the owner.

7.8. Berth Holders must only use the berth allocated to them, unless directed otherwise by the Harbourmaster.

7.9. The owner shall ensure that at all times halyards, flags, banners and other items attached to the vessel shall be secure, so as not to cause noise, nuisance, annoyance or inconvenience to other users and neighboring residents.

7.10. No waste or refuse to be deposited in any part of the Harbour or Marina except in the designated receptacles provided by the Council. The disposal of oil, petrol, tar, paint, sewage, fish offal or similar noxious substances is strictly forbidden.

7.11. A maximum speed limit of 3 knots and 10mph must be observed at all times.

7.12. The owner or any other person must report in writing to the Harbourmaster, within 24 hours, full details of any accident that has occurred.

7.13. If requested the owner will deposit keys with the Harbourmaster giving full access to the interior and lockers of the vessel.

7.14. The owner and owner's party and their visitors are to park vehicles in accordance with the parking regulations in force at the Harbour and Marina.

7.15. No tent, caravan or any other vehicle designated for sleeping or storage may remain in any part of the Harbour or Marina.

8. Cancellation & Dispute Arrangements

8.1. As per A.1.6 in Aberdeenshire Council's Rates & Dues – No refunds will be applied. This will be at the discretion of the Principal Officer and 8.2 will apply.

8.2. As per A.1.3 in Aberdeenshire Council's Rates & Dues – Any Credit Notes generated not through fault of the Harbour Service, a charge of £30.00 will be applied.

8.3. If a dispute arises between a berth holder and the Harbourmaster, the berth holder may write to the Harbour's Principal Officer, in the first instance giving full details of the dispute. The Principal Officer will review the information. If the berth holder isn't satisfied with the Principal Officer's decision, it will then be passed to the Projects Manager for a final decision