

# Orkney Marinas Limited

## Terms & Conditions for Visiting Users

### General

**Orkney Marinas Limited (OML)** operates all the marina berthing facilities in Orkney. Our three marinas are all situated within harbours under the jurisdiction of the Orkney Islands Harbour Authority and are subject to the overall regulatory control of the Harbourmaster.

Marina berthing fees are inclusive of harbour dues which therefore allows a visiting boat to tie up at any Orkney Islands Council harbour authority pier or mooring throughout Orkney, subject always to availability and under the direction of the local piermaster. This means that a visitor may typically buy one 'ticket' which will facilitate cruising throughout the whole archipelago, allowing berthing at any of the three marinas plus tying up at any OIC pier or mooring without further payment. This is the best way to cruise Orkney – using a 'rover' ticket to take advantage of the many superb anchorages and small harbours, in addition to the marinas.

Marina berths may be booked through our website email link or by telephone or on arrival. We strongly recommend that you reserve your berth in advance; we will always endeavour to be helpful with early or late arrival due to weather or adverse conditions en-route to us.

If over 12 metres, on first arrival, contact **Orkney VTS** on VHF 11. For entry to the marina use VHF 14. They will direct you to a reserved berth if you are pre-booked or otherwise to an arrivals berth and our staff will come to you.

We can accommodate vessels up to 20 metres overall length but have limited berthing for boats of this size – please call to check availability before trying to berth. Depths vary - call ahead if in doubt, Orkney Marinas Limited does not accept responsibility for your seamanship.

To check availability and to reserve your next marina berth as you cruise round Orkney simply telephone admin on 01856 871313 (9am to 5pm Monday to Friday) or log on to [www.orkneymarinas.co.uk](http://www.orkneymarinas.co.uk) to email. Marina staff are contactable directly by mobile.

<b>Marina staff telephone numbers:</b>	Kirkwall	07810 465835
	Stromness	07810 465825
	Westray	07787 364934

### Berths

1. Marina berths remain the property of Orkney Marinas Limited at all times.
2. One day's berthing is from 1200 hours until 1200 hours the following day.
3. The maximum size of vessel which may berth is 20 metres overall length. Orkney Marinas Limited have absolute discretion on whether or not a boat may berth at the marina.
4. All boats using marina berths must maintain, in force at all times, valid third party insurance cover of at least £1 Million. Evidence of insurance cover may be required to be produced at any time during the occupancy thereof.
5. Marina facilities may not be used for any commercial activity without the prior written consent of Orkney Marinas Limited.

### Berthing fees and other charges

6. Berthing fees are payable in advance and include VAT at standard rate.
7. OML shall exhibit the current tariffs at the Marinas and on their website.
8. Discounted tickets are only available where payment is made in advance. All other fees shall be charged at the daily tariff rate until payment.
9. Where any fees or costs due to OML remain unpaid for a period of 14 days, OML reserves the right to remove the Vessel from the pontoon to the Public pier; OML also reserves the right to claim any costs incurred including loss of fees by them as a result from the visitor.
10. Any vessel berthed without a valid ticket is berthed without authorisation and without OML's agreement. OML shall not be responsible for any loss or damage sustained either at the berth or due to its removal. OML owes no duty of care to the Owner on removal of the vessel.
11. Interest shall be charged on any out-standing sums due to OML at 2 per cent per month until payment.
12. Electricity, where available, may be purchased on a per night basis, or for long term berthing on a metered basis.
13. Orkney Marinas reserves the right to charge in addition for any handling fees incurred in relation to bookings made by credit card. You will be notified of the relevant charges, if applicable. Orkney Marinas reserves the right to pass on any charges relating to card charge backs. If your booking is being paid for with a third party credit card we may require written authorisation to be provided by the card-holder. We will also accept (GBP) cash, and cheques with a guarantee card.

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## General Operations and Behaviour

14. The users of the marina facilities will at all times navigate with due regard to other users, at a safe speed and not exceeding any limits set by Orkney Marinas or the Harbour Master.
15. It is the responsibility of berth users to ensure adequate mooring of their vessels at all times. Marina repair costs resulting from failure to moor adequately will be charged to the berth user. This responsibility extends to rigging upwind lines to prevent damage to berthing fingers by excessive side wind-age during extreme conditions.
16. The access gangways, pontoons and mooring fingers are to be kept clear of obstructions. Mooring lines must be laid in a seamanlike manner and must not create trip hazards. During summer months mooring lines must not be laid across the pontoons. Orkney Marinas Limited staff are empowered to remove any such obstructions, and recover costs.
17. No gutting of fish, and no over-side dumping of any material including refuse, oil, offal, etc, shall be carried out within the Marina. Due regard to the environment will be expected from all users at all times. Whilst berthed in the marina on-board toilets may only be used if fitted with holding tanks. Shore amenities must be used where possible.
18. All international catering waste (food and wrapping) from non-EU countries must be disposed of safely in the dedicated bin. This is located at the gate to the marina. For further advice, please ask the marina superintendent or contact the Harbour Department on Tel. 01856 873636.
19. Maintenance of vessels while berthed in the marina is restricted to minor work. No processes are permitted which produce noise, dust, smoke, sparks or any waste effluent into the environment or which cause adverse effect to the environment or other marina or harbour users.
20. Pollution incidents may be attended to by Orkney Islands Council's Harbours Department but the cost of clean up will be borne by the polluter.
21. No modifications shall be carried out to berths or fendering.
22. Security Gates are to be kept locked at all times to prevent unauthorised access. Orkney Marinas Limited is not liable for loss or damage to any vessel.
23. It shall be for the discretion of Orkney Marinas Limited and/or the Harbour Master to limit the degree of noise within the Marina complex, which will include limiting noise from rigging and other static or mechanical attachments. The Harbour Master retains the right to regulate anti-social behaviour within the Marina complex if the Harbour Master deems such behaviour to be at odds with other harbour users, including other marina users.
24. All persons using any part of the Marina property for whatever purpose do so at their own risk. Orkney Marinas will not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of your use of this Site or any of the marina products or services booked or purchased on the site. Where Orkney Marinas is liable for direct loss this will be limited to a maximum of the total price of the products or services in respect of which a claim is made (save for the case of death or personal injury in respect of which there is no limit).
25. Orkney Marinas Limited reserves the right to change or update the Terms and Conditions relating to use of the Marinas and the website from time to time without prior notice to Users. The current version of the Terms and Conditions will be displayed within the website from the date on which any changes come into effect. Continued use of the Marinas and the website following any changes to the Terms and Conditions shall constitute your acceptance of such changes.
26. All users of berths are deemed to have accepted the above conditions.
27. The Harbour Master retains the right to exclude any boat/owner from the marina facilities if he deems that the boat/owner has contravened any of the existing harbour byelaws and any special orders the Harbour Master may give.

## Information on the Site

Orkney Marinas offers all of the general information on the website for purposes of guidance only. Please note that the published information may change at any time. Orkney Marinas does not guarantee that the information is always up to date and it is your responsibility to ensure that you understand and comply with all relevant passport, visa, and vaccination requirements. Orkney Marinas does not guarantee that information on the website (including without limitation prices, descriptions or dates) is free from errors or omissions but we will use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to our attention. End.