

LOCHALINE HARBOUR

Handbook 2020



Welcome to Lochaline Harbour

This handbook outlines the structure and management of the harbour and the terms and conditions for staying with us. The harbour is owned on behalf of the community of Morvern by the Morvern Community Development Company Ltd. (MCDC).

MCDC is a company limited by guarantee (SC200325) and a charity (SC043681). The company is run by a volunteer board of directors and has one member of staff. MCDC hold regular board meetings and copies of minutes are available on www.morvern.org

Morvern Community Development Company wholly owns its trading arm Morvern Community Trading Company Ltd (MCTC) (SC441180). MCTC is charged with operating and maintaining Lochaline Harbour and Lochaline

Filling Station to a high standard while generating maximum income which is passed up to the parent company (MCDC) to fund projects for the benefit of the community.

MCDC owns the following assets:

1. Pontoons to accommodate up to 32 boats on pontoons and 10 boats on moorings, plus shore facilities including the harbour office, showers, toilets & launderette.
3. 24X7 self – service Lochaline Filling Station and garage site in the village of Lochaline adjacent to the shop.
4. Hazelwood and car park with picnic area.
5. Part share of Sallachan hydro system.
6. Development land at the old scout hall and below Dalrainich for proposed social housing and community business hub.
7. Land leased for Lochaline Allotments.

Pontoon Operations

The Pontoons were opened in 2011 with EU funding, to provide a safe and financially sustainable facility for visiting boats to Morvern, and to generate revenue for the maximum benefit of the whole community.

During the Summer season (1st March to 31st October), our focus is to service visitors to Morvern by sea. From the Autumn of 2019, during the Winter season only (1st November to 29th February), emphasis will switch to servicing the needs of local boat users while undertaking general maintenance. The pontoons will be closed to non-local boats during this period. (See rules and operational procedure 22, below, for further details).

Terms and Conditions of use, Rules and Operational Procedures.

1. **The Harbour Masters** are responsible to MCTC for the safe and efficient operation of the pontoons and shore facilities. Their decision in all operational and safety matters covered by these terms and conditions is final. Amongst all other things, the duty harbour master has the right to:

- a. Give berthing priority to the Emergency Services and ships in distress.
- b. Allocate berths and block bookings.
- c. Allocate a short-term exclusive berth to passenger boats and charter boats.
- d. Remove and dispose of any items left unattended on the walkways, pontoons or surrounding area.
- e. In bad weather (or in anticipation of bad weather) or exceptional circumstances, require skippers to remove boats from the pontoon. A rough guide being when XC weather predicts wind speeds of over 31mph (f6) from the S to SW or 38mph (f7) from other directions.

2. Abusive or Aggressive behaviour.

Our staff & volunteers work for the benefit of the whole community of Morvern. It is important to MCDC/MCTC that all members of the public, staff and volunteers are treated with courtesy and respect at all times.

MCDC/MCTC have a Dignity at Work and Zero Tolerance policy. This means that aggressive and/or violent behaviour of any sort and by anyone, towards our staff and volunteers or any member of the public who is engaged with any of our activities, will not be tolerated under any circumstances. This includes verbal abuse, either in person, by phone, e-mail or via social media etc.

Any incident of this sort, reported to the MCDC/MCTC Company directors, will be investigated and followed up with firstly, a verbal and secondly, a written warning advising that any further incidents will not be tolerated. Any subsequent violation of this policy by the individual(s) concerned will result in a ban from the use of the pontoons and other company facilities and assets for an appropriate period, with immediate effect. There will be no appeal process.

3. Users and visitors with a problem(s) outside the scope of these rules may apply to MCTC or MCDC for guidance or a resolution.

4. MCTC accepts no responsibility for loss, damage or delay arising from any cause whatsoever.

5. Nothing is to be left on the pontoons during periods of darkness. During daylight hours items will only be left on the pontoons when attended and not where they cause an obstruction or risk to others. All vessels and gear, worked on, moved, stored or otherwise managed and kept on or near the pontoons is done so at the sole risk of the owner.

6. **Insurance.** Customers are required to ensure that their vessels, crew members and/or property are adequately insured to a minimum level of £2m. against a minimum of third-party risks. Harbour Masters may require to see evidence of this minimum insurance cover.

7. In the interest of safety and commercial expediency in the management of Lochaline Harbour, MCTC reserves the right to move any vessel, gear or vehicle at MCTC's discretion on any occasion when any pontoon berth has been provided.

8. Persons using any part of the marina for whatever purpose, whether by invitation or otherwise, do so at their own risk. MCTC can accept no responsibility for any berth holder, crew member or any individual living short or long term aboard any vessel within the marina.

9. All customers, visitors and their crew members should observe all signage, including rules of the road and especially safety notices since heavy machinery does operate on a daily basis at the marina as well as the surrounding area.

10. No work shall be carried out on vessels whilst on any part of our premises and without the prior consent of the Harbour Master. Minor repairs or minor maintenance of a routine nature by the vessel owner, his/her crew may be carried out at the discretion of the Harbour Master. The pontoons are a recreational facility and not a place for general repairs to be undertaken. Anyone causing a nuisance or disturbance to ourselves or any other users may be required to leave the berth.

11. Any damage to any part of our premises from any work carried out will be charged to the skipper or company responsible. Skippers are responsible for the lawful and proper disposal of toxic waste products, as an example, oil, contaminated fuel etc. Any breach of this will be severely dealt with and significant fines may be incurred.

12. Under COSHH (control of substances hazardous to health) regulations, regarding the use of diesel, petrol, or any other flammable, toxic, dangerous or

polluting substances, customers are requested to do so with extreme care, following all safety advice provided and at all times reducing the risk to human health of contamination, pollution, fire risks or property damage.

13. The discharge of toilets into the sea loch surrounding the pontoons is prohibited.

14. Pontoons berths are on a first come basis, exceptions to this rule is for the hammerheads wherein these can be reserved for boats over 16 meters weighing less than 51tonnes. Occupation of any available pontoon berth is at the absolute discretion of the Harbour Master. Priority will be given to emergency vessels over and above all other vessels.

15. All ribs and tenders and other small vessels less than 4.5m (14ft) must be secured by a single painter (rope) to the pontoons only in the area indicated. At no point should these vessels be secured onto any of the fingers. Any rib or tender located on a finger will be removed by MCTC.

16. Visitors and customers using any part of the pontoons are expected to act responsibly, be understanding of noise, smell and light pollution that can disturb other customers and visitors. The bridge, walkways and fingers of the pontoons are to be kept clear at all times. Exception to this rule is steps to access vessels. The road and fairway around the shore facilities must be kept clear at all times exception to this rule is loading and unloading supplies whereby this is done at the discretion of the Harbour Master and at all times with courtesy and in a timely manner to other customers and visitors.

17. Visitors and customers using any part of the pontoons are requested to clean up after all animals, keep dogs on leashes and make sure they do not cause a disturbance of any kind to customers and visitors or ourselves.

18. All rubbish to be bagged and put into the right bin in the recycling centre within the garage to the rear of the shore facilities building. Any rubbish dumped/ fly tipped may result in a substantial fine.

19. No barbeque or bonfire on the pontoons at any time. For barbeques on shore/beach, please see the Harbour Master. Please leave the area clean and tidy and dispose of all COLD ashes into a bag into the general waste bin.

20. MCTC reserves the right to refuse anyone the use of pontoons, facilities or any other MCDC owned asset if they contravene any of the rules laid out above.

21. All prices reflect VAT of 20% and may be varied to reflect any changes in VAT.

22. Special rules and procedures for summer and winter seasons.

From October 2019, the winter season runs from 1st November to 29th February and the Summer Season runs from 1st March to 31st October. Special rules and procedures for these seasons are detailed below:

Summer Season Special Rules: 1st March to 31st October.

Summary for Summer Operations:

Visitors and full paying customers have berthing priority at all times.

All activity by local boat users is at the discretion of the Harbour Masters.

Short stay alongside berthing for embarking and disembarking passengers, water and stores, emergency repairs and medivacs.

24 hour berthing for visitors - weather restrictions may apply.

Electricity, water and WiFi included in the price.

Fuel at Lochaline Petrol Station located next to Lochaline Stores. 24hr service via debit/credit card is available.

No BBQs on pontoons.

No maintenance, painting or oil changes.

Winter Season Special Rules: 31st October to 29th February.

Pontoons are closed to non-local boats in the winter season except in the event of an emergency. Non-local boats arriving unannounced at the pontoons will be directed via signage to pick up a mooring; however a degree of flexibility will be offered for boats who make contact with Harbour Masters via the Harbour mobile 07583 800500 (either on arrival or preferably beforehand), should it be convenient to accommodate them (at the discretion of the HM). Prices charged to be based on a £20 call out fee plus normal summer rates.

All local tenders to a maximum size of 4.5m are permitted on the pontoons in the designated area.

Winter Season Special Rules: for registered local boat owners

1. "Local Boat Owners (LBOs)" are defined as: Ordinary or Associate members of MCDC who, for the period of their use of MCDC's pontoons and facilities, are able to satisfy the MCTC Harbour Masters (HMs) that they can respond to a request under 3 below, within half an hour if required.
2. MCTC operates a policy of zero tolerance for abusive or aggressive behaviour by anyone using the pontoons towards harbour staff, volunteers and all others using the pontoons.
3. To avoid damage, LBOs will immediately move their boat to a mooring on the request of a HM for any reason or if the LBO judges the weather to be threatening (A rough guide being when XC weather predicts wind speeds of over 31mph (f6) from the S to SW or 38mph (f7) from other directions.
4. At all times, LBOs shall moor their boat securely to the satisfaction of and in the berth allocated to them from time to time by the HMs.
5. LBOs shall pay for any damage they cause to the pontoons or 3rd parties and confirm they hold a minimum of £2m 3rd party insurance cover against such risks.
6. To allow the HMs time to allocate suitable berths and carry out H&S requirements etc., LBOs will, with 48 hours' notice, inform HMs (by phone/text to 07583 800 500) of the intention to move their boat to the pontoons for a fixed period and agree the date of arrival and expected date of departure.
7. LBOs will not undertake maintenance work which could damage the pontoons and, if in doubt, will accept the advice and consent of the HMs, whose decision on such matters is final. In particular, any work planned above and beyond light maintenance (for example hull painting or engine overhauls) must be discussed and pre-booked with Harbour Masters so that adequate measures can be put in place to prevent damage to pontoons or paint/ oil spillage etc.
8. LBOs will leave nothing on the pontoons during periods of darkness. During daylight hours items will only be left on the pontons when attended and not where they cause an obstruction or risk to others.
9. The HMs will be on limited hours during the winter season, but will carry out regular safety inspections, together with maintenance and cleaning of the pontoon decks. LBOs are encouraged to keep the pontoon area around their own boats clean and safe at all times and report any problems related to safety or damage they see to the HMs.
10. LBOs agree to pay the fee of £300 (plus VAT) = £360 per boat, in advance plus a fee of £1.50 per day for connecting to and normal use of the electricity sockets. Excessive use to be agreed with HMs and paid for at cost).

Management Protocols for Lochaline Harbour

MCTC has a duty of Care to all those involved with or visiting the Lochaline Harbour and Pontoons. To fulfil our duty we will ensure that:

1. We will take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause damage, accident or Injury to employees, volunteers, customers and all members of the public and their possessions, whether insured or not.
2. We will carry our regular inspections (normally daily in the summer and twice per week in the winter but always at least weekly), and maintain in a good state of repair in respect of all risks or Items insured hereunder (including but not limited to the Business Premises, machinery, equipment, furnishings, Marine Installations and safety equipment)
3. We will keep our Marine Installations in a safe and serviceable condition. The pontoons, mooring chains and anchors will be professionally inspected, serviced and certified annually. Pontoons and walkways will be regularly pressure hosed to remove any build-up of slippery material.
4. We will comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property, Vehicles and Vessels and the safety of all persons.
5. We will, without delay, make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.
6. We will keep a fully updated log of all Health and Safety and Maintenance inspections, maintenance work, rectifications and repairs carried out, detailing:
 - a) the person carrying out the inspection.
 - b) their position within the company.
 - c) the date and time of the inspection.
 - d) any defects found during the inspection.
 - e) proposed action to remedy the defects.
 - f) date time and details of the completion of the rectification work.
7. Regarding our vehicles and machinery, we and our Employees will take all reasonable precautions to:
 - a) exercise reasonable care in the selection of fit and proper competent drivers;
 - b) maintain and keep in efficient condition any Vehicle or trailer in our ownership or control used for the conveyance of goods and ensure they are fit for purpose;
 - c) maintain and keep in efficient condition; all protections on and to our Vehicles or Property.
8. Our Vessel(s) stated in our insurance schedule will at all times whilst under power, navigating or otherwise moving be manned by a suitably experienced person.
9. Unless our insurers otherwise agree in writing, our vessel will not be used for any purpose other than in connection with our Business as stated in our Schedule and when underway will have a competent skipper or suitably experienced person on board at all times. Our vessels will be properly secured and locked and protected against theft.

Payments and Contacts

Cash - please see the Harbour Master for payments.

Credit or debit card - card machine located at the Harbour Office.

Cheques - please make payable to MCTC or Morvern Community Trading Company.

Contact details and for further information regarding general information, services and facilities in and around Lochaline Harbour:

Harbour Masters - Chris French, Jeremy Asquith and Rhian Evans

MCTC Office

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PA80 5XT

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MCDC Development Office

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