

REPORT TO: Cabinet

MEETING DATE: 14 March 2017

BY: Depute Chief Executive – Resources and People Services

SUBJECT: North Berwick Harbour Management Rules

1 PURPOSE

- 1.1 To seek approval of Cabinet for the creation of new Management Rules for North Berwick Harbour and to advise Cabinet of the advertising process required to bring said Rules into force.

2 RECOMMENDATIONS

- 2.1 That Cabinet approves the draft Management Rules annexed hereto and authorises the advertising thereof in terms of paragraph 3.6 to enable the Rules to be confirmed and brought into force.

3 BACKGROUND

- 3.1 In terms of the Civic Government (Scotland) Act 1982, Section 112, a Local Authority may make Management Rules to regulate the use of, and the conduct of persons on, land, which is owned, occupied or managed by the Authority. Once made, such Rules continue in force for a period of ten years, and thereafter expire automatically and require to be renewed.
- 3.2 The Council promoted Management Rules for North Berwick Harbour under this legislation in 2006. These Rules have recently expired.
- 3.3 Discussions have been ongoing for some time with harbour users regarding the content of new Management Rules to replace those which have now expired. A draft has been agreed and is annexed hereto.
- 3.4 In terms of the legislation, at least one month prior to promoting any such Management Rules, the Council must advertise in at least one local newspaper its intention to do so, the general purpose of the Rules, the location where a copy of the Rules may be inspected, and details of the objection process.

- 3.5 The public have a period of 28 days from the advertisement in which to lodge any objection to the proposed Rules. The Council is obliged to take account of any objections properly received before it confirms the proposed Rules, and affords any objector the opportunity to be heard in respect of their objection.
- 3.6 It is proposed that
- (i) the creation of the attached Rules be advertised in the East Lothian Courier following Cabinet approval,
 - (ii) following the period for objections, in the event that none are received, delegated authority be granted to the Depute Chief Executive - Resources & People Services and such officers as he may appoint to arrange for the proposed Rules to be executed by the Council and brought into force with immediate effect, or
 - (iii) In the event that objections are received, that a further report be submitted to Cabinet detailing the objections received and seeking formal implementation of the Rules, having first taken account of any such objections and affording the objectors an opportunity to be heard.

4 POLICY IMPLICATIONS

- 4.1 None

5 INTEGRATED IMPACT ASSESSMENT

- 5.1 The subject of this report does not affect the wellbeing of the community or have a significant impact on equality, the environment or economy.

6 RESOURCE IMPLICATIONS

- 6.1 Financial – None
- 6.2 Personnel - None
- 6.3 Other - None

7 BACKGROUND PAPERS

- 7.1 Draft North Berwick Harbour Management Rules

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EAST LoTHIAN COUNCIL

Management Rules for

North Berwick Harbour



**East Lothian
Council**

EAST LOTHIAN COUNCIL

MANAGEMENT RULES FOR NORTH BERWICK HARBOUR

East Lothian Council, by virtue of the powers conferred on them by Section 112 of the Civic Government (Scotland) Act 1982 HEREBY MAKES the following MANAGEMENT RULES to regulate the use and the conduct of persons while on or in NORTH BERWICK HARBOUR:-

Interpretation

The Interpretation Act 1978 shall apply to these Management Rules in the same way as it applies to an Act of Parliament and the Interpretation and Legislative Reform (Scotland) Act 2010 shall apply to these Management Rules in the same way as it applies to an Act of the Scottish Parliament.

1. PRELIMINARY

1.1 Title and commencement

These MANAGEMENT RULES may be cited as the North Berwick Harbour MANAGEMENT RULES and shall come into operation on the [to be inserted].

1.2 Application

These MANAGEMENT RULES shall apply to the Harbour area as defined in rule 1.3.5 hereof.

1.3 Interpretation

In these MANAGEMENT RULES, unless the context otherwise requires, the following words or expressions have the meanings hereby respectively assigned to them:

1.3.1 “Master” shall include owners, charterers, licensees, any authorised agent of the Master or other person for the time being having the command, charge or management of the Vessel. The “Master” shall be aged 16 years or over. It shall at no time include the Trust;

1.3.2 “the Trust” means North Berwick Harbour Trust Association, a registered Charity with Charity number SC045318, and having their business address at Harbour Master’s Office, The Harbour, North Berwick, EH39 4JL, and their successors, who have day to day responsibility for the management of the Harbour in terms of the Minute of Agreement between the Council and the Trust dated 1 June 2007;

- 1.3.3 "Berth or Mooring" means the allocation for a boat or vessel of a berth or mooring in or on the Harbour at a prescribed charging rate as may be decided from time to time by the Trust and includes a quayside dinghy parking bay and "seasonal berth or mooring" means such allocation for a specified Summer or Winter season.
- 1.3.4 "Berthed" when used in relation to a Vessel means secured to a pier, quay, jetty wall, bank, pontoon, stage or dolphin, or to any other Vessel so secured, or on a mooring laid within the harbour;
- 1.3.5 The "Harbour" comprises North Berwick Harbour including the pier, quays, slipways and berths and mooring facilities thereof together with Galloway's Pier and the access thereto, the Low Quay and slipway and the environs of the Old Granary, the buildings, car parks, boat parking and storage areas and all other facilities and services on land and on water; but excluding any area which is publicly adopted highway maintained by East Lothian Council as Highways Authority and also excluding any area in private ownership which was not previously owned, occupied, managed or otherwise under the control of East Lothian Council. The harbour shall include all of that area described upon the attached map falling within the red line described as "extent of harbour" taking into account the foregoing description and exclusions.
- 1.3.6 the "Harbour Master" means the person appointed as such by the Trust and includes deputed, assistants and any other person for the time being authorised by the Trust to act, either generally or for a specific purpose, in the capacity of Harbour Master;
- 1.3.7 "Vehicle" includes any Vehicle propelled on wheels either mechanically propelled or otherwise including caravans and other trailers of any description, cycles of any description, any machinery on wheels or caterpillar tracks, and includes a hovercraft or any other amphibious Vehicle.
- 1.3.8 "Vessel" means a ship, boat, raft, sailing Vessel or water craft of any description and includes non-displacement craft, seaplanes and any other thing constructed or adapted for floating on or being submerged in water (whether permanently or temporarily) and a hovercraft or any other amphibious Vehicle.
- 1.3.9 "The Council" means East Lothian Council, incorporated under the Local Government Etc (Scotland) Act 1994 and having their registered office at John Muir House, Brewery Park, Haddington, EH41 3HA.

2. GENERAL OBLIGATIONS

- 2.1 All Vessels using the Harbour are to be maintained in a seaworthy condition.

- 2.2 All Vessels used in the pursuit of commercial gain shall be fit for purpose and hold licence and/or certification suitable for purpose. Such licence/certification must be submitted to the Trust with application to trade or operate before commencement of such trade or operation.
- 2.3 Masters must abide by and conform with all Health & Safety regulations which are in force from time to time.
- 2.4 It is the duty of Masters to ensure that crew and any workers on their Vessels have received suitable training and are sufficiently skilled to carry out the required work. All work done in the Harbour must be carried out in compliance with the Health & Safety at Work Act 1974 and any regulations made thereunder.
- 2.5 The Master must further ensure that there are sufficient crew or other competent persons available to allow the Vessel to be safely navigated and moored within the Harbour.
- 2.6 The Master of every registered Vessel shall, on demand, produce the certificate of such Vessel to the Trust.
- 2.7 All Vessels must be equipped with adequate firefighting equipment as recommended by the Royal Yachting Association and the Department of Trade and Industry in the R.Y.A. Publication G9 or as required by law.
- 2.8 All persons using the Harbour are obliged to comply with the laws referred to in 2.7 above, and in addition all persons using the Harbour are obliged to comply with all Health and Safety Notices and Statutory and Advisory Notices.
- 2.9 CCTV may be operated at this Harbour and may be used as evidence, if required, during any investigation of breach of these Management rules.
- 2.10 The Harbour Master's instructions shall be obeyed at all times in any matter concerning the Harbour.

3 BERTHS AND MOORINGS

- 3.1 The Master of any visiting boat or vessel intending to use the Harbour shall report forthwith to the Harbour Master for a berth or mooring and shall not thereafter tie up to the Harbour nor take any berth or mooring without the permission of the Harbour Master.
- 3.2 The Master of any boat or vessel intending to use a Seasonal berth or mooring in the Harbour shall apply to the Trust for such Seasonal berth or mooring and once granted shall not move to any other berth or mooring without the permission of the Harbour Master.

- 3.3 No Master of any boat or vessel may use or continue to use the Harbour unless he shall have first paid the appropriate berth or mooring dues as specified from time to time by the Trust.
- 3.4 Unless in distress no boat or vessel exceeding 14 metres in length shall be permitted to use the Harbour.
- 3.5 The Master of a boat or a vessel shall, when so required by the Harbour Master, move his boat or vessel from one berth or mooring to another, or slacken its moorings or remove it from the Harbour or do otherwise as instructed by the Harbour Master from time to time. Failure to respond to the Harbour Master's instructions for any reason shall entitle the Harbour Master to move or otherwise deal with any boat or vessel at the owner's risk and expense.
- 3.6 The Trust and in the case of any visiting boat or vessel the Harbour Master shall have the right to refuse any berth or mooring on any grounds they see fit, including without prejudice to that generality the grounds of insufficient use of the relevant vessel by the applicants.
- 3.7 Tenders may not be left in the water or on the quaysides, jetties, slipways or pontoons when not in use unless a berth is separately provided or an area for the parking of tenders is designated by the Trust.
- 3.8 Notwithstanding 3.7 above, vessels on moorings may be allowed to keep a tender within the confines of the Harbour for the purposes of access and egress from their Vessel with no additional charge to that of the main Vessel at the sole discretion of the Trust or with immediate permission of the Harbour Master. **All** other Vessels are required to submit for permission to moor and pay mooring charges as set by the Trust or have a waiver of such charges if passed by the Trust.
- 3.9 The Vessel shall be berthed or moored by the Master in such a manner and position as the Trust may require and the necessary warps and fenders shall be provided by the Master. Berths may be rented calculated by reference to the Trust's published charges.
- 3.10 No person shall make a Vessel fast to any post, quay, ring, fender, rope or any other thing or place not assigned for that purpose.
- 3.11 Berth holders shall assist in the maintenance of adequate security within the Harbour by securely locking their Vessels when not in use and storing below, where possible, valuable equipment. All berth holders shall also assist in maintaining a high level of security by reporting any suspicious circumstances to the Harbour Master, the police or the Trust.
- 3.12 Vessels allocated a mooring should provide their own moorings and risers if not already provided by the Trust. Such moorings and risers must be suitable for the Vessel and position. Any doubts on suitability of such items should be referred to the Harbour Master before laying such. No mooring shall be laid

within the Harbour, nor use of existing moorings be made without the permission of the Trust or Harbour Master. All Vessels must be moored independently fore and aft.

- 3.13 No Vessel can remain in the Harbour for more than 28 days without the written approval of the Trust.
- 3.14 The right to moor within the Harbour will not be sold or transferred with the Vessel to a new owner or owners without the express permission of the Trust, and then only in extraordinary circumstances.

If a Vessel is to remain on a harbour mooring, the owner or Master of any Vessel wishing to sell a Vessel, or shares in a Vessel, with or without a transfer of mooring to any new owner(s) or part owner(s) name(s), must have prior written agreement from the Trust before the transaction takes place. Failure to do so may result in forfeiture of the mooring at the sole discretion of the Trust.

Fully paid up harbour dues do not give an automatic right of transfer of mooring from the existing owner or Master to another party or parties. In particular any sale or transfer of shares, howsoever distributed, in a vessel which has a mooring may render both the existing and new shareholder(s) subject to resubmission to any waiting list which may exist at the time at the sole discretion of the Trust.

For the avoidance of doubt there is expressly:

- No guarantee of maintenance of an existing right to a mooring following any sale or part of a sale or transfer or part of a transfer of ownership of a Vessel

and

- No guarantee of position of seniority on any waiting list following any sale or part of a sale or transfer or part of a transfer of ownership of a Vessel.

- 3.15 The provisions of 3.14 shall not apply to commercial Vessels. Commercial Vessels may be sold or otherwise have ownership transferred on the basis that their existing mooring shall be transferred with the title to the Vessel provided the **prior** approval of the Trust to such a sale or transfer is obtained. The Trust will consider the bona-fides and character of the prospective new owner and may reject the application, acting reasonably, if the Trust considers the applicant to be unsuitable for any reason. Nothing in this section shall give rise to a monetary value being attached to the existence of an existing mooring. Section 2.2 of these Management Rules shall be complied with prior

to any consideration of transfer of a mooring to a new owner. There shall be a presumption that an application will be approved in the absence of good reason to the contrary.

- 3.16 Any sale of a Vessel allocated a mooring within the Harbour must be notified to the Trust or Harbour Master as soon as possible thereafter. Should an owner or Master wish to retain his mooring after sale of his Vessel, he must obtain prior approval from the Trust or Harbour Master to moor any new Vessel.
- 3.17 No Vessel shall be launched or placed within the Harbour without either payment of a day launch permit or the submission to and acceptance by the Trust of a mooring application form. Any violation of this rule may result in the Vessel being removed by the Trust and any costs incurred in so doing being charged to and recovered from the owner or Master.

4. GENERAL MANAGEMENT PROVISIONS

- 4.1 No boat or vessel may be permanently laid up, stored or otherwise kept on the pier and quays of the Harbour, without the prior permission of the Trust.
- 4.2 No boat or vessel may be repaired on the pier or quays of the Harbour unless with the prior approval of the Harbour Master.
- 4.3 No goods awaiting the loading onto or awaiting removal after unloading from any boat or vessel shall be left lying on the Harbour, without the permission of the Harbour Master.
- 4.4 No vessels, spars, sails, anchors, chains, ballasts, stores, ropes, nets or any kind of fishing or sailing gear, or fittings or equipment, supplies, stores or the like, or other articles may be left on or adjacent to the Harbour except in places set aside for such purposes and without the permission of the Harbour Master.
- 4.5 No person may deposit any dirt, litter, stones, shells, ashes, chaff, food, filth, carrion, fish, offal, rubbish or refuse of any kind on or in the Harbour.
- 4.6 All bait shall be kept in sealed containers on board fishing vessels.
- 4.7 The Harbour Master may:-
- (a) if he has reasonable grounds for believing that a person has contravened, is contravening or is about to contravene the MANAGEMENT RULES, expel that person with his boat or vessel from the Harbour.
 - (b) If he has reasonable grounds for believing that a person is about to contravene the MANAGEMENT RULES exclude that person and/or his boat or vessel from the Harbour.

4.8 In terms of Section 118 of the Civic Government (Scotland) Act 1982 any person who:-

- (a) on being required to leave the harbour by the Harbour Master or a Constable who has reasonable grounds for believing that the person has contravened, is contravening or is about to contravene any MANAGEMENT RULES applying to the harbour, fails to leave;
- (b) on being informed by the Harbour Master or a Constable who has reasonable grounds for believing that the person is about to contravene any MANAGEMENT RULES applying to the harbour that he is excluded from the land or premises, enters or attempts to enter the harbour.
- (c) being a person subject to an Exclusion Order under Section 117 of the Civic Government (Scotland) Act 1982, enters or attempts to enter the land or premises to which the Exclusion Order relates,

shall be guilty of an offence and liable, on summary conviction, to a fine not exceeding Level 1 on the Standard Scale.

4.9 No beach launched boats, unless in exceptional circumstances, shall be permitted into the Harbour.

4.10 Parking of vehicles is permitted only in areas designated for that purpose. The barrier gate at the entrance to the Esplanade and dinghy park, which are restricted areas for vehicles, may be locked shut without notice to prevent access or egress. No unauthorised vehicles shall be allowed on the esplanade and no parking of any vehicles shall be allowed in the area of the esplanade without the permission of the Harbour Master. All persons are required to park their vehicles securely in such a position and manner as shall, from time to time, be directed by the Harbour Master, the police or the Trust. Vehicles parked otherwise than in compliance may be removed from the harbour area and the registered keeper of the vehicle shall be liable for the cost. The trust shall not be liable for any commensurate loss suffered by any person in consequence of such a removal, or in consequence of a vehicle being unable to be removed due to locked gates.

4.11 All boats or vessels which enter or are moored in the Harbour must have a minimum of third party insurance. Documentary evidence of such insurance must be available for inspection by the Harbour Master on request by him.

4.12 Work on Vessels by outside contractors is not permitted without the permission of the Trust. All work in the harbour must be carried out in accordance with Health and Safety At Work Act 1974 and any regulations made thereunder.

5. SAFETY

- 5.1 Petrol and other inflammable substances shall not be stored on a Vessel except in a receptacle specifically designed for such purposes. No fuel or other flammable substance shall be stored ashore within the harbour other than in containers approved under all current regulations, and with the knowledge and approval of the Trust.
- 5.2 No chemicals should be stored at any time on the Harbour quayside unless the Master is given prior consent by the Harbour Master. Any such request to store such chemicals must also be referred to the Trust and, if granted, will have restrictions of time and security imposed.
- 5.3 Smoking and naked lights are strictly forbidden in the refuelling area. Engines must be switched off while refuelling.
- 5.4 A person shall not navigate any Vessel in the Harbour whilst unfit through the influence of alcohol or drugs.
- 5.5 A speed limit of three knots applies to all Vessels under power within the Harbour and Harbour entrance. A speed limit of five knots applies to all Vessels under power within that part of the harbour limits known as the fairway. No Vessel shall be navigated at a speed or in such a manner as to endanger or inconvenience other Vessels. The speed limits shall not apply to any vessel engaged in a response to an emergency.
- 5.6 The Master of a vessel emerging from the harbour has a duty to maintain a lookout and make an informed judgement on the safety for all concerned in so doing. Any vessel under way in the vicinity of the harbour mouth must maintain an exclusion distance of 20 metres from the west end of the north pier unless that vessel is intending to enter or exit the harbour. Vessels making way towards the harbour and intending to enter must not breach the exclusion zone until the Master can see that the entrance is clear and that it is safe to enter.

6 RESTRICTIONS OF USE

- 6.1 No part of the Harbour or a Vessel within the harbour area shall be used by any person for the purposes of trading, or other commercial purpose, except with the written consent of the Trust, which may be withheld at the Trust's sole discretion. "Trading" shall include but is not restricted to the buying or selling of food, beverages, goods or property
- 6.2 No lobster / crab creels shall be set or soaked within the confines of the Harbour without the permission of the Harbour Master.
- 6.3 The landing within the Harbour of undersize fish or any fish caught in contravention of relative legislation is not permitted.

- 6.4 Digging for fishing bait is not permitted anywhere within the confines of the Harbour.
- 6.5 Swimming, diving, skin diving, bathing and other such activities are expressly forbidden within the Harbour, or its approaches, unless authorised for a specific purpose by the Trust or, in case of urgency, the Harbour Master. Any person taking part in such activities either with or without such authorisation does so entirely at their own risk and without the expectation of any form of compensation from the Trust in the event of death or injury, howsoever caused.
- 6.6 Vessels must not be used for permanent residential purposes.
- 6.7 The minimum age for a person to be accepted for Vessel mooring/slipped or launched within the Harbour shall be 16 years of age. Any person under the age as specified above, using a Vessel must do so under the direct supervision of the Master. The Master shall be held responsible for any damage or nuisance created under his charge. In addition all slipped or launched Vessels shall be covered by a policy of insurance as specified in Section 12.

7 ABANDONMENT

7.1 No person shall abandon a Vessel within the Harbour.

7.2 For the purposes of paragraph 7.1 of this Management rule, a person is deemed to abandon a Vessel if that person leaves a Vessel within the Harbour in such circumstances or for such a period that he may reasonably be assumed to have abandoned it unless the contrary intention is shown. The Trust may, with consideration to circumstances, issue the Master with a Notice specifying the abandonment and requiring that the Master remove the vessel within 14 days. If the Master fails to remove the vessel within this time, a further Notice of 14 days will be given by the Trust. At the termination of this additional period of 14 days, the Trust will have the right to remove the Vessel from the Harbour to a suitable location to be determined by the Trust, either by their own means, or by securing the services of such salvage contractors as have in the opinion of the Trust, sufficient skills and resources to ensure the removal of the vessel from the harbour. Responsibility and liability for the vessel will at all times rest with the Master unless and until any unlawful negligence be shown by any other party. The Master shall be responsible for all costs arising out of such removal including alternative fees.

7.3 If any Vessel abandoned within the Harbour or deemed to be abandoned within the Harbour is or becomes a danger or obstruction to navigation, then the Harbour Master may direct that Vessel to be removed immediately, or if ownership is not readily apparent, may arrange for the removal of that Vessel as specified in Section 7.2. In the event of emergency or legitimate urgency then the periods of notice shall be waived.

8 TRAILERS AND CRADLES

- 8.1 All trailers and cradles used for wintering of Vessels on hard standing within the confines of the land managed by the Trust shall be removed by the Master when not in use, unless authorised otherwise by the Trust.
- 8.2 Only trailers used for daily launchings will be allowed to park on the Harbour piers or ground during the period whilst the Vessel is launched. Trailers parked under this rule must be parked safely and securely without nuisance to others, in the area designated by the Trust or Harbour Master. Exceptions to this rule must be authorised by the Harbour Master or allowed in the event of an emergency. In particular, trailers and vessels of any description must not obstruct that slipway known as the “lifeboat slipway” or otherwise impede the safe launching of the RNLi lifeboat or other rescue vessels.

9. POLLUTION

- 9.1 No refuse, litter or other foreign material shall be disposed of within the Harbour in any way other than in receptacles provided by the Trust or approved by the Trust.
- 9.2 No person shall deposit or throw into the waters of the Harbour any rubbish or other material whatsoever or place it in a position such that it may fall, blow or drift into the Harbour.
- 9.3 Refuse, galley waste, effluent and sewage must not be discharged in the Harbour at any time. Toilets not connected to a sewage holding tank must not be used within the confines of the Harbour.
- 9.4 Oil, fuel or foul bilge must not be discharged into the Harbour. No Master shall allow discharge of bilge water within the Harbour if that bilge water is contaminated, for example, with diesel or engine oil.
- 9.5 The Harbour is subject to the Control of Pollution Act 1974, , the Prevention of Oil Pollution Act 1971 and any regulations made pursuant to any of these Acts. Masters and users of the Harbour will be accountable in full for any breaches of these Acts and regulations made thereunder

10 NUISANCE

- 10.1 All dogs must be kept under control within the Harbour. Any fouling of the piers, grassed areas or ground must be cleared up by the person in charge of the dog at the time and immediately placed in the bins provided for this use.

- 10.2 All persons are required to behave in a safe and responsible manner such that they do not cause damage to the property of others or create hazards to public safety.
- 10.3 Engines, radios or other apparatus or machinery shall not be operated within the Harbour so as to cause nuisance or annoyance to the Trust, to any other users of the Harbour or any person residing in the vicinity of the Harbour.
- 10.4 Every effort must be made to minimise noise from halyards and rigging. All Vessels to be derigged on hardstanding.

11 LIABILITY

- 11.1 The Trust shall not be liable for any loss, theft, or any damage of whatsoever nature caused to any Vessel or Vehicle or other property of the Master or others claiming through the Master. All persons visiting or using any part of the Trust's premises or facilities within the Harbour for whatever purpose do so at their own risk. The Trust shall not be liable for any injury or damage to persons visiting or using any part of the Trust's premises or facilities within the Harbour for whatever purpose unless any injury or damage to that person or property sustained within the Harbour was caused or resulted from the negligence or wilful act of the Trust or those for whom the Trust are responsible.
- 11.2 Masters will be responsible for the conduct of and fully accountable for any loss, injury, damage, or nuisance caused by or committed by their crew members, agents or guests while on board the Vessel or on duty within the Harbour.

12 INSURANCE

- 12.1 The Master shall indemnify the Trust against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Trust or their servants, agents, crew, guests or sub-contractors except to the extent that such loss, damage, costs, claims, or proceedings was caused by the negligence or wilful act of the Trust or those for whom the Trust is responsible.
- 12.2 The Master shall insure his Vessels and Vehicles adequately against loss or damage howsoever caused and shall maintain third party and public liability insurance in respect of himself and each of his Vehicles and Vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £1.5 million in respect of each accident or damage. The Master shall also ensure that there is adequate salvage insurance in place in respect of each Vessel. Such insurance shall be effected and maintained in an insurance office of repute and the Master shall produce the policy or policies relating thereto to the Trust on demand. Failure to make such a production may result in a fine or revocation of the Vessel's harbour licence, such measures being at the discretion of the Trust.

13 RIGHTS OF THE TRUST

- 13.1 All Vessels, Vehicles, trailers or other equipment in or on the Trust's Harbour or within may be moved by the Trust to any other part of the Harbour as they see fit.
- 13.2 The Master of a Vessel shall, so far as may be required by the Harbour Master in the exercise of his duties, afford the Harbour Master access to any part of the Vessel and provide all reasonable facilities for its inspection and examination.
- 13.3 The Harbour Master may enter into any Vessel within the Harbour to search for any fire or light in or suspected to be in such Vessel, and may extinguish the same.
- 13.4 The Trust shall have the right to moor, re-berth, board, enter or carry out any emergency work on a Vessel if, in the Trust's opinion such action be necessary for the general safety or convenience of the Vessel or for the general safety or convenience of other users of the Harbour, or to avoid pollution, or for the safety of the Trust's premises, plant and equipment. The Master shall pay the Trust's charges for such action.
- 13.5 In view of the proximity of rabies on the Continent of Europe the Trust may, at any time and without prior notice, require that all dogs and other animals are removed from the Harbour. No animal which has been outside the United Kingdom within the previous six months may be brought into the Harbour. The harbour is not a designated port or part of an approved route for the importation of animals. Only certain transport companies and routes can be used to bring pet dogs, cats and ferrets into the UK under the Pet Travel Scheme. These are known as approved routes. This means they have been authorised to bring pets into Great Britain under the Pet Travel Scheme and as part of that approval, are responsible for checking that the animal meets the rules of the Scheme.

14. RIGHTS OF MASTERS

Masters are permitted to carry out normal maintenance work on their Vessel in the Harbour.

15. DUES

- 15.1 First time applicants to moor within the Harbour must pay their first year's mooring fee in advance of placing the Vessel on the mooring.
- 15.2 All monies due to the Trust will be paid in full upon falling due.

16 NOTIFICATION OF SAFETY BREACHES

- 16.1 The Master of a Vessel which –

- (a) has been involved in a collision with any Vessel or property, or has been sunk or grounded or become stranded within the Harbour; or
- (b) by reason of accident, fire, defect or otherwise, is in such condition as to affect its safe navigation or to give rise to danger to other Vessels or property; or
- (c) in any manner gives rise to an obstruction to a fairway; or
- (d) has discharged any pollutant or noxious substance; or
- (e) has jettisoned or lost any object which potentially obstructs the fairway; or
- (f) has experienced a “near miss” which could have resulted in any of the incidents in (a) to (e) above or any other incident with potentially serious consequences; or
- (g) has sustained damage outside the Harbour which affects or is likely to affect its seaworthiness, or from which oil is escaping or likely to escape, or is likely to become a navigation hazard, endanger, or compromise the safety of the Harbour;

shall, as soon as reasonably practicable, report the occurrence to the Harbour Master (and as soon as practicable thereafter) provide the Harbour Master with full details in writing. Where the damage to the Vessel is such that it affects, or is likely to affect, its seaworthiness, the Master shall not move the Vessel except to clear the fairway or to moor or anchor in safety, otherwise than with the permission and in accordance with the directions of the Harbour Master.

17 Previous Management Rules

- 17.1 The previous North Berwick Harbour Management Rules dated 18 April 2006 are hereby repealed.

The foregoing Management Rules were made by East Lothian Council [at its meeting in Haddington on.....] / [on, in terms of the decision of the Cabinet of East Lothian Council on 14 March 2017 to delegate authority to the Depute Chief Executive (Resources & People Services) to confirm and execute the said Rules]

Service Manager - Legal & Procurement