



# LOSSIEMOUTH MARINA

## SAFETY MANAGEMENT SYSTEM

### ELGIN & LOSSIEMOUTH HARBOUR COMPANY

| Date       | Prepared/reviewed  | Comments   | Approved by              |
|------------|--|--|--------------------------|
| 12/12/2023 | Prepared and reviewed by:<br>A Chisholm –<br>HM & Director | Adapted from Lossiemouth Marina PMSC and applicable Regulations held at Lossiemouth Marina | A Campbell -<br>Chairman |
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## **1 INTRODUCTION**

This document has been prepared in accordance with the 'Port Marine Safety Code' and the 'Guide to Good Practice on Port Marine Operations' as issued by the Department for Transport. Both documents are available on the Department of Transport and Maritime and Coastguard Agency Government sites.

### **1.1 Purpose & Application:**

Elgin & Lossiemouth Harbour Company is responsible for Lossiemouth Harbour which now operates predominantly as a Leisure Marina.

This document indicates the Elgin & Lossiemouth Harbour Company's commitment to manage and operate Lossiemouth Harbour in a competent manner, both in terms of safety and environmental issues.

The policies and procedures implemented by Elgin & Lossiemouth Harbour Company will aim to be a benefit to staff, vessels and their crews, other users and the surrounding Community.

This document contains information and guidance to staff and harbour users involved in operations so that best practice is used to achieve safe and efficient use of the harbour and surrounding areas.

### **1.2 Policy Statement:**

The Elgin & Lossiemouth Harbour Company being the Harbour Authority for Lossiemouth Harbour has the following aims:

- (i) To undertake and regulate marine operations to safeguard the harbour, its users, the public and the environment.
- (ii) To run a safe, efficient, cost effective, sustainable, harbour operation for the benefit of all users and the wider community.
- (iii) To fulfil its legal responsibilities whilst meeting the changing needs of all harbour users.
- (iv) To maximise the quality and value for money of its services and to maintain dues and charges at competitive level to attract users to the harbour.
- (v) To meet the national requirements of the Port Marine Safety Code.

ELHC will support marine activities in the harbour through the provision of appropriate services which represent good value.

ELHC will also support these activities through the efficient regulation of all shipping and users within the harbour limits.

The policy of ELHC is to:

- (i) Manage the assets of the Company safely, economically and efficiently.
- (ii) Maintain the harbour to an appropriate standard to ensure their structural integrity and the safety of harbour users in accordance with appropriate Codes of Practice and current legislation.
- (iii) Improve and develop the harbour to improve and develop its facilities in line with demand when suitable finance is available and encourage use by leisure craft.
- (iv) Pursue modern cost-effective methods relating to survey and dredging activities.
- (v) Train all operational staff to a high level of professional standards.
- (vi) Ensure staff are properly trained in emergency and contingency procedures.
- (vii) Annually review Harbour Rates and Dues, considering current facilities, developments and prevailing market forces.
- (viii) Review the scope of the Byelaws as required to ensure that harbour staff have sufficient powers to control activities effectively and efficiently within the harbour.

General Safety and Environmental Policy – The ELHC will discharge its general and specific statutory duties in respect of

- (i) The regulation of traffic and safety of navigation within harbour limits.
- (ii) The conservancy of the harbour and its seaward approaches.
- (iii) The protection of the environment within the harbour and its surroundings.
- (iv) Ensuring so far as reasonably practicable the safety at work of its employees and other persons who may be affected by its activities.

And for these purposes will

- (a) Facilitate the safe movement of vessels and craft in, out and within the harbour.
- (b) Carry out the functions of the ELHC with special regard to their possible impact on the environment.
- (c) Prevent acts or omissions which may cause personal injury to employees and others.
- (d) Create and promote interest and awareness in employees and others with respect to safety and protection of the environment and comply with the requirements of the ELHC safety policies and procedures.

### **1.3 Applicable Codes and Regulations:**

The ELHC is granted the powers to act as Harbour Authority under the terms of the Harbours Docks & Piers Act 1847 and the Harbours Act 1964.

In addition, there is a range of applicable Legislation, Codes and Regulations which impact on the operation and management of the harbours. The main documents are listed below:

- Port Marine Safety Code (PMSC) – The Port Marine Safety Code, issued in 2000 and as updated in November 2016, sets standards for the operation of UK Ports. It codifies Duties and Responsibilities of harbour authorities and requires that ports be operated under a risk-based Safety Management System. Harbour operations should meet the standards of the associated Guide to Good Practice on Port Marine Operations, issued in 2016.
- Health and Safety at Work Act 1974 – Health and Safety and Work Act and other health and safety legislation applies to dock operations including the loading and unloading of UK and foreign flag vessels at UK Ports and to dangerous substances in Ports and Harbours. It does not apply to normal shipboard activities carried out by the master and crew of vessels. Ports users are responsible for compliance. Harbour staff must abide by its provisions.
- Safety in Docks: Approved Code of Practice and Guidance 2014 – This Act covers safety in dock operations and is aimed at those who have a duty to comply with provisions of the Health and Safety at Work Act 1974.

Other Legislation:

ELHC additionally notes the following legislation which can or may affect the operation of the Marina:

- Dangerous Substances in Harbour Areas Regulations 1987
- Guide to Good Practice on Port Marine Operations
- Control of Major Accident Hazard Regulations
- Merchant Shipping (Oil Pollution Preparedness Response and Co-operation Convention) Regulations 1998
- Merchant Shipping Act 1995
- Merchant Shipping (Prevention of Oil Pollution) Regulations 1996
- Dangerous Vessels Act 1985
- SOSREP – Sections 151 and 293 of MS Act 1995 (as amended by Merchant Shipping and Maritime Security Act 1997)
- Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1990
- Merchant Shipping (Prevention of Pollution by Garbage) Regulations 1998
- Merchant Shipping (Port Waste Reception Facilities) Regulations 1997
- Aviation and Maritime Security Act 1990
- International Ship and Port Facility Security Code (ISPS) 2004
- Port Waste Management Regulations 2003

The Harbour Master maintains these Codes, Regulations, Legislation, Marine Guidance and Safety Notices relevant to marine operations and safety at the harbour and is responsible for the wider Health and Safety Provisions.

#### **1.4 Duty Holders – Duties, Powers and Responsibilities:**

The Port Marine Safety Code allows Harbour Authorities to delegate the operation of the harbour to professional staff, but this does not remove the accountability of the Board of Directors.

The main duties of the Harbour Authority include:

- To take reasonable care that so long as the harbour is open for public use that all who choose to navigate them do so without danger to their lives or property.
- An obligation to conserve and facilitate the safe use of the harbour and a duty of care against loss caused by the Authority's negligence.

The Harbour Authority will use its duty powers to control and manage activities within the harbour area.

To aid in the dispensation of these duties the Harbour Authority has the power to appoint suitably qualified or experienced personnel and have appointed a Harbour Master to fulfil this role. This person has powers to direct the operations of the harbour so that they are carried out in a safe manner.

## 1.5 Responsible Persons:

### 1.5.1 Duty Holder -

The Board of Management of the Elgin & Lossiemouth Harbour Company is deemed to be the Duty Holder.

The Port Sub-Committee reports to the full Board on the safety of marine operations in accordance with PMSC.

### 1.5.2 Harbour Master -

The HM at Lossiemouth Harbour is responsible for the administration and management of the Port and for implementing safety policies.

The responsibilities of the Harbour Master include:

- Overseeing implementation of PMSC
- The safety of harbour staff or others working at the harbour
- Harbour operations and delegation
- Safety of navigation
- Compliance with harbour byelaws
- Manage the operation of facilities at the harbour
- Ensure appropriate safety procedures are maintained

### 1.5.3 Designated Person -

As an effective Safety Management System and to ensure compliance with the PMSC, the Harbour Board has appointed a Designated Person to provide the duty holder with:

- Independent assurance that our Safety Management System is working effectively by assessing and auditing our compliance with the Port Marine Safety Code;
- Support for management if required to ensure that Incidents and complaints about marine related safety are promptly investigated and the incident and investigation are both properly recorded.

Currently, the Designated Person role is provided by Mr Robert Sinclair.

In undertaking the above role, the Designated Person will take appropriate measures to determine whether the individual elements of the marine SMS meet the specific requirements of the Code, as they apply to Lossiemouth Marina, always bearing in mind the principles of reasonableness and proportionality.

These measures will include:

- Monitoring and auditing the thoroughness of the risk assessment process and the validity of the assessment conclusions.
- Monitoring and auditing the thoroughness of the incident investigation process and the validity of the investigation conclusions.
- Monitoring the application of lessons learnt from individual and industry experience and incident investigation.
- Assessing and auditing the validity and effectiveness of indicators used to measure safety performance against the requirements and standards in the Code.
- Assessing the validity and effectiveness of consultation processes used to involve and secure the commitment of all appropriate stakeholders.

The Duty Holder notes that the appointment of a of an individual as the Designated Person does not absolve the Duty Holder and its board members of their individual and collective responsibility for compliance with the Code.

Attendance by the Designated Person at relevant meetings may be required.

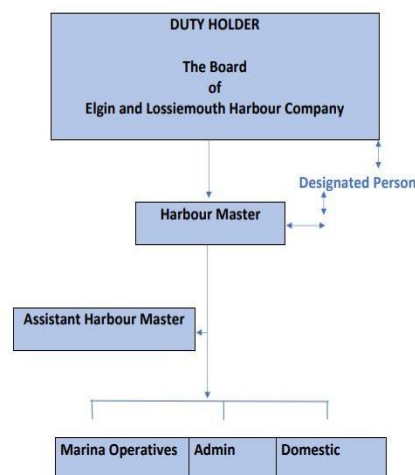


Figure 1: Company Structure

## 1.6 Auditing and Reporting Frequency:

Annual audit visit.



## **1.7 Qualifications and Training**

ELHC is committed to the provision of adequate training to allow members of staff to undertake their duties in a professional manner.

## **1.8 Document Revision and Control**

This document will be made available to all staff in the form of printed format. Amendments will be conveyed to staff as required.

Copies will also be available to the Duty Holders, the Harbour Master and the Designated Person. A copy will also be available in PDF form on the Company webpage – [www.lossiemouthmarina.com](http://www.lossiemouthmarina.com)

## **1.9 Review and Revision:**

This document will be subject to triennial review and augmented by special reviews should there be any significant changes in operations or legislation.

The ELHC will open consultation with all interested parties regarding any significant changes in harbour operations or developments.



## 2 OVERVIEW OF THE HARBOUR

### 2.1 Description:



*Figure 2: Lossiemouth Harbour*

Lossiemouth Marina is situated within the port limits of Lossiemouth Harbour, on the South coast of the Moray Firth.

The Harbour is protected by the North Breakwater and by a narrow East facing entrance.

The Harbour comprises of an entrance channel and two basins – East and West, available for permanent customers. Small creel boat berths are situated in the small boat harbour within the West basin. There is a designated area in the East basin for visitor vessels and the Harbour wall can also accommodate leisure and part-time fishing vessels.

At the West end of the West basin is a fabricated slipway allowing the use of a semi-submersible self-powered boatlift with a capacity of up to twenty-five tonnes. This allows access to dry standing at the East and West basin for up to fifty leisure or commercial craft and access to undercover workshop facilities which can accommodate three vessels at any one time.

Operating Limits for Boatlift -

|                 |  |
|-----------------|--|
| Maximum LOA     | 15 metres                              |
| Maximum breadth | 4.2 metres (factor in type of hull)    |
| Maximum draft   | 2.1 metres                             |
| Maximum weight  | 15 tonnes (due to gradient of slipway) |

In all marginal cases the Harbour Master delegates the Senior Operative to decide if operations proceed.

## 2.2 Location and Layout:



Figure 3: Lossiemouth Harbour location

Lossiemouth Harbour is in position 57°43'.41 N, 03°16'.63 W

## 2.3 Port Limits:

The Port Limits are defined below.

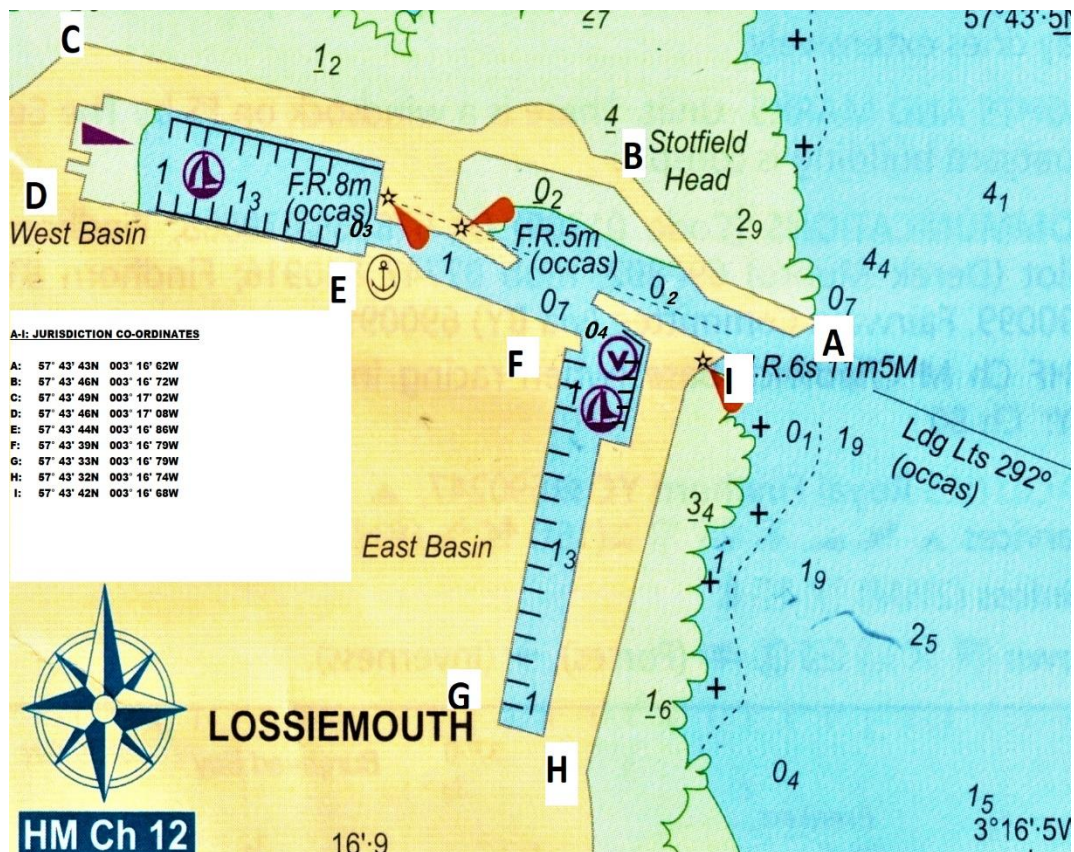


Figure 4: Jurisdiction of Lossiemouth Harbour

## 2.4 Approach:

Approach the Harbour entrance from the East  $292^{\circ}$  in line with leading lights.

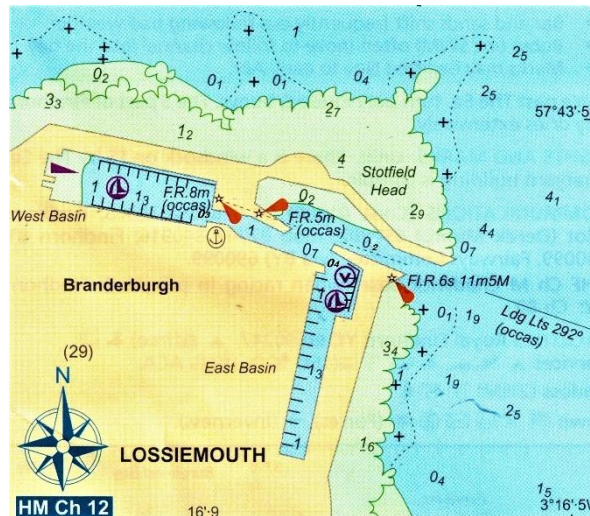


Figure 5: Approach

## 2.5 Controlling Depths and Draughts:

The main entrance is 0.2m above chart datum. Depths in each basin can range between 0.3m to 1.3 metre above chart datum.

Basin levels are monitored on a regular basis - Lossiemouth Harbour has its own manoeuvrable dredging equipment. Dredging is undertaken regularly to aid navigation and access. Notice to Mariners issued during times of operation.

## 2.6 Navigation Aids:

A North Cardinal Navigation Buoy is positioned at the North-East extremity of the Halliman Skerries  $57^{\circ}44'.33N$ ,  $3^{\circ}18'.57W$ .

Hours of darkness - South pier tower red light at the harbour entrance will flash every six seconds.

Lights illuminate the South pier at entrance.

Leading lights - two fixed red lights on white masts marked with fluorescent orange bands.

Navigation aids are regularly checked by harbour staff in accordance with Safety Management System.

## 2.7 Traffic and Trade:

Lossiemouth Harbour is now predominantly a Marina for leisure vessels with occasional commercial activity and small creel boat activity. The harbour has 115 berths accommodating yachts, motorboats, small boats and part-time fishing vessels which are berthed alongside the harbour wall. There is a total of fifty storage ashore berths located within the East and West basin.

A significant number of yachts and recreational powerboats visit Lossiemouth Harbour annually to make use of the marina facilities when in transit to or from the West Coast.

Private contractors are permitted on to Harbour property on approval of harbour staff and are available for repairs and maintenance.

## 2.8 Environmental Factors:

### 2.8.1 Tides –

The extreme tide levels relative to Chart Datum

|      |      |
|------|------|
| MHWS | 4.3m |
| MHWN | 3.4m |
| MLWS | 0.6m |
| MLWN | 1.6m |

### 2.8.2 Wind and Swell –

In North to South-East winds greater than Force 6 approach can be dangerous with swell tending to break across the harbour mouth. Residual swell from East to South-East can be hazardous.

Near the entrance - caution of current from the River Lossie in N to SE winds at spring tides is required.

Advice should be sought from harbour staff before entry.

Navigation and entry advice is readily available in Almanacs, Lossiemouth Marina Webpage, social media and via voicemail out of office hours.

### 2.8.3 Visibility –

Poor visibility is not a significant problem although may be an issue during times of heavy haar or fog.

## **2.9 Environmentally Sensitive Areas:**

SSSI - Almost the entire Moray Firth Coast is designated as a Site of Special Scientific Interest (SSSI), including the area around Lossiemouth Harbour. In addition, sightings of porpoises and seals and various species of sea birds are common at certain times of the year.

## **2.10 Operating Constraints:**

### **2.10.1 Depths –**

See 2.5 above.

### **2.10.2 Length –**

Maximum 12 metre length within East and West basin for permanent customers.

Visiting vessels up to 15 metres if berthed alongside harbour wall or in visitor berth area on suitable pontoon.

### **2.10.3 Weather –**

As 2.8.2 above.

### **2.10.4 Port Control –**

Vessels entering or leaving Lossiemouth Harbour are advised to contact the Marina Office during office hours on VHF Channel 12 or by telephone for access information.

The Marina Office is manned from 0900 to 1600 hours Monday to Friday. Emergency cover at other times is provided by the Harbour Master by telephone and email.

At all times vessels will comply with the special and general directions issued by the Harbour Master or other harbour employees.

## **2.11 Hazardous Operations:**

Vessels to be aware approach can be dangerous in strong N to SE winds with swell breaking across the harbour mouth and in outer harbour. Residual swell from E to SE can be hazardous during poor conditions.

Vessels approaching and leaving the Harbour advised to keep North of yellow buoy located NE of harbour entrance to limit risk of encroaching lobster creels in season.

Rocks on North and South of Harbour entrance.

There are no significant wrecks in the normal approaches to Lossiemouth Harbour.



### 3 RISK MANAGEMENT

#### 3.1 Hazard and Risk:

The Harbour Authority recognises and is committed to the concept of risk reduction at the harbour and risk assess activities on an ongoing basis.

Generic risk assessments are undertaken for regular activities and operations and specific assessments will be undertaken for non-routine activities.

#### 3.2 Definitions:

Hazard – something with the potential to cause:

- Harm, including ill health and injury
- Damage to property, plant, products or the environment
- Interruption to operations or increased liabilities

Risk – the measure of the hazard where:

- Risk = severity of harm plotted against likelihood

Risk Control – Detail suitable measures and action taken to eliminate, reduce or control risk.

#### 3.3 Measurement of Risk:

As risk and hazards take varied forms all risks will be measured as follows:

##### **SEVERITY**

- H Fatality, major injury or illness causing long term disability
- M Injury or illness causing short term disability
- L Other injury or illness

##### **LIKELIHOOD**

- H Certain or near certain to occur
- M Reasonably certain to occur
- L Very seldom or never occurs

Severity will be plotted against Likelihood.

H/H Avoid wherever possible

L/L May be ignored

For all other values, control or minimise risk.

### 3.4 ALARP Principles:

The Harbour Authority endorses using the *As Low as Reasonably Practicable* principle (ALARP).

Risks will be reduced to the lowest practical level by implementing reasonably practicable measures and processes.

Risk Assessment is the process of assessing the risk that may arise from the hazards identified.

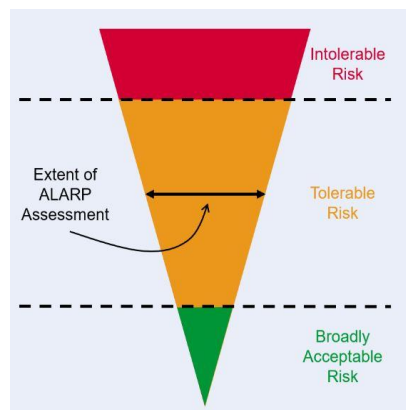


Figure 6: ALARP principles

### 3.5 Hazard Identification and Risk Assessment:

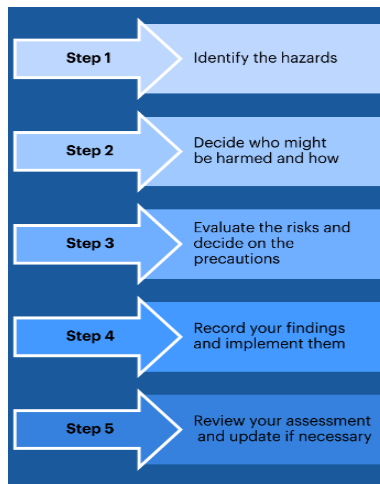
#### 3.5.1 Risk Assessment General –

The principal hazards associated with operations at Lossiemouth Harbour have been identified and appropriate risk assessments carried out.

These Risk Assessments will be reviewed at regular intervals or when a significant change has occurred.

Any new or exceptional operations will be subject to a Toolbox Talk and formal Risk Assessment in advance resulting from these assessment control measures and will be put in place to ensure that risk levels are acceptable.





*Figure 7: Risk Assessment Steps*

### 3.5.2 Toolbox Talk –

A Toolbox Talk is a simple, informal risk assessment. It ensures that the task and its potential hazards are understood, that correct and adequate equipment is in place, that participants understand their responsibilities and that contingency plans have been discussed and are understood – with the emphasis on safety.

## 4 EMERGENCY RESPONSE PROCEDURES

### 4.1 Emergency Plans:

The principle emergency procedures under which the harbour operates are:

- Lossiemouth Marina Emergency Plan
- MCA National Oil Spill Contingency Plan

Copies of the above are kept within the Marina Office and Harbour staff will be familiar with the contents.

### 4.2 Review and Updates:

These plans are reviewed for currency at triennial intervals or in the event of significant changes in harbour usage or operations.

## 5 SYSTEM MONITORING

### 5.1 Performance Standards:

The Harbour Authority will monitor the management and safety of navigation and the safety of all harbour users and staff.

As part of the management of the safety system the harbour staff will record all inspections and incidents.

These records will include:

- Inspection of lifesaving equipment
- Inspection of power and water points
- Condition inspections
- Collisions and near misses
- Failed moorings
- Pollution incidents
- Berth and slipway usage

Liaise with Northern Lighthouse Board when necessary and supply full information and reference to the reliability of navigational aids.

## **5.2 Periodic Review and Reporting:**

The Harbour Authority will review the above information to enable improvements in operational procedures and safety. This information will also be used to identify and address deteriorating trends.

Incidents and near misses will be reported to the Harbour Authority to identify any trends and recommend improvements.

## **5.3 Auditing:**

The Designated Person (see Section 1.5.3) will audit the overall Safety Management System annually with the entire SMS audited over a three-year period.

The Harbour Authority will carry out annual audit of all safety plans. Special audits may also be made should there be a significant change in operation procedures and the relevant Safety Plan updated.



## **APPENDIX A    REGULATIONS, LEGISLATION AND GUIDANCE**

**The documents listed below are referenced as part of this Safety Management System and are held by the Harbour Master:**

- Harbours Docks and Piers Act 1847
- Harbours Act 1964
- Stotfield and Lossiemouth Harbour Act 1834
- Port Marine Safety Code
- Safety in Docks: Approved Code of Practice and Guidance 2014
- Dangerous Substances in Harbour Areas Regulations 1987
- Control of Major Accident Hazard Regulations
- Merchant Shipping (Oil Pollution Preparedness Response and Co-operation Convention) Regulations 1998
- Merchant Shipping Act 1995
- Merchant Shipping (Prevention of Oil Pollution) Regulations 1996
- Dangerous Vessels Act 1985
- Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1990
- Merchant Shipping (Prevention of Pollution by Garbage) Regulations 1998
- Merchant Shipping (Port Waste Reception Facilities) Regulations 1997
- Aviation and Maritime Security Act 1990
- Port Waste Management Regulations 2003
- Lossiemouth Marina Waste Plan
- COSHH Regulations 2002
- RIDDOR 2013
- Lossiemouth Harbour Lone Working Policy - staff

**The Harbour Master holds a full list of maritime, harbour and safety regulations, legislation and standards.**



## **ELGIN AND LOSSIEMOUTH HARBOUR COMPANY**

Lossiemouth Marina, Marina Office, Shore Street, Lossiemouth IV31 6PB  
Tel: 01343 813066 [info@lossiemouthmarina.com](mailto:info@lossiemouthmarina.com) [www.lossiemouthmarina.com](http://www.lossiemouthmarina.com)

### **LONE WORKER POLICY**

This document is The Elgin & Lossiemouth Harbour Company's policy and summary guidance and procedures for complying with the Health & Safety at Work Act 1974 and the Management of Health & Safety at Work Regulations 1999.

#### **Lone Worker**

A lone worker is any paid member of staff who carries out their work away from the office or workshop in isolation from their colleagues. This may be on a permanent or occasional basis.

#### **Guidance**

The Company has the responsibility for taking "duty of care" for all employees including those with known medical conditions which may make them unsuitable for working alone on identified activities.

Lone workers must be suitably experienced and have received suitable instructions and training on risks and precautions to be used. Staff working alone are required to follow safe working arrangements put in place by the Company as well as taking reasonable steps to ensure their own safety including informing management of any incidents or safety concerns.

It is Company policy to ensure adequate supervision is provided and knowing where employees are during working hours. The adequacy of the supervision will depend on the level, type and duration of risk. Adequacy of supervision may involve:

1. Periodic checks on lone workers i.e. visual
2. Periodic contacts with lone workers i.e. telephone/radio
3. Checks on lone workers if contact is overdue

### **Company Responsibilities**

1. The Company supplies recognised first aid and fire fighting training. All workers are to be made familiar with the relevant positions of the first aid kits and fire equipment.
2. Risk assessments will be undertaken to determine if activities change and can be safely carried out by a single person.
3. The Company will supply mobile telephones and/or VHF radios as necessary and make appropriate checking in procedures.

### **Staff Responsibilities**

1. Carrying and using equipment provided for their safety e.g. lifejackets, mobiles telephones and radios and making sure batteries are working.
2. Following all working practices and procedures provided by the Company.
3. Understanding risks that affect them and not taking unnecessary risks.
4. Keeping in contact with a designated person when working alone.
5. Inform management of any incidents or concerns.



## **ELGIN AND LOSSIEMOUTH HARBOUR COMPANY**

Lossiemouth Marina, Marina Office, Shore Street, Lossiemouth IV31 6PB  
Tel: 01343 813066 [info@lossiemouthmarina.com](mailto:info@lossiemouthmarina.com) [www.lossiemouthmarina.com](http://www.lossiemouthmarina.com)

### **CODE OF PRACTICE FOR THE REPORTING OF INJURIES, DISEASES AND DANGEROUS OCCURENCES REGULATIONS 1995 - RIDDOR**

The R.I.D.D.O.R regulations place a statutory duty on the **Elgin & Lossiemouth Harbour Company**, its managers or responsible employees to report specified workplace injuries and ill health to the Health and Safety Executive in the approved manner and within required timescale.

#### **Department Procedures**

Managers are advised to ensure they are familiar with the reporting procedure and communicate it to all staff.

#### **Work Related Injuries and Sickness Monitoring**

It is essential to monitor sickness absence related to workplace accidents, incidents and ill health in order to identify over-three-day injuries. This is a standard monthly report from the Human Resources Department.

#### **Late Reporting**

Sickness absence, which a member of staff indicates is related to workplace injury or ill health, but occurs at a later date following the incident, may also be reportable.

If the absence exceeds three days, complete the report as per the guidance and attach a statement indicating the reason the delay in reporting.

Advice and assistance is available from the Health & Safety Advisor, if required.

#### **When do I need to act?**

When the following occurrences take place.

## Death or Major Injury

If there is an accident connected to work and:

- A member of staff or self employed person working on Trust premises is killed or suffers a major injury (including the result of physical violence)
- A member of the public is killed or taken to hospital

You **must** notify the HSE Incident Contact Centre immediately on **0845 300 9923** by telephone. The Centre operator will ask for brief details about the injured person, the accident, and the person making the report.

The reporting all other incidents under RIDDOR will be by submission of an online form, available on the HSE website ([www.hse.gov.uk/riddor/report](http://www.hse.gov.uk/riddor/report))

The online forms are:

- F2508 Report of an Injury
- F2508 Report of a Dangerous Occurrence
- F2508A Report of a Case of Disease
- OIR9B Report of an Injury Offshore
- OIR9B Report of a Dangerous Occurrence Offshore
- F2508G1 Report of a Flammable Gas Incident
- F2508G2 Report of a Dangerous Gas Fitting

The revised online reporting forms will be interactive, intuitive and easy for people to use. An online help facility will also be provided.

Copies to be provided immediately to the employer.

## Other Major Injuries

A list of major injuries is included in this Guidance. These injuries must be reported within ten days. Advice and assistance is available from the Health & Safety Advisor.

## Dangerous Occurrence

If something happens which does not result in a reportable injury, but which clearly could have done, then it may be a dangerous occurrence which must be reported immediately by telephone.

A list of dangerous occurrences is included in this guidance, or you can contact the Health & Safety Advisor to confirm occurrence.



## **Over-three-day Injury**

If there is an incident connected with the Trust activities (including an act of physical violence) and a member of staff or self employed person working on your premises, suffers an over-three-day injury, you must report the details to the enforcing authority within ten days.

An over-three-day injury is one which is not major but results in the injured person being away from work or unable to do their normal work for more than three days (including non-working days).

## **Disease**

If a doctor (or Occupational Health Department) notifies you that your employee suffers from a reportable work-related disease, then you must report it by contacting the HSE Incident Contact Centre using the online form F2508A Report of a Case of Disease.

Contact the Occupational Health Department for assistance when notified of a reportable disease by another source.

## **Definitions of Reportable Major Injuries**

- Fracture – other than fingers, thumbs or toes
- Amputation
- Dislocation of the shoulder, hip, knee or spine
- Loss of sight (temporary or permanent)
- Chemical or hot metal burn, or any penetrating injury to the eye
- Injury resulting from electric shock or electrical burn leading to unconsciousness or requiring resuscitation, or requiring admittance to hospital for more than 24 hours
- Unconsciousness, caused by asphyxia or exposure to a harmful substance or biological agent
- Acute illness requiring medical treatment, or loss of consciousness arising from absorption of any substance by inhalation, ingestion, or through the skin
- Acute illness requiring medical treatment, where there is reason to believe that this resulted from a biological agent or its toxins, or infected material

## **Definitions of Reportable Dangerous Occurrences**

- Accidental release of a biological agent likely to cause severe human illness
- Accidental release of any substance which may damage health
- Explosion or fire, causing suspension of normal work for 24 hours
- Electrical short circuit or overloading, causing fire or explosion
- Collapse, overturning or failure of load bearing parts of lifts and lifting equipment
- Explosion, collapse, or bursting of any closed vessel or associated pipe work



# ELGIN AND LOSSIEMOUTH HARBOUR COMPANY

## WASTE PLAN

### **1. Introduction**

Elgin and Lossiemouth Harbour Company was formed in 1836 and is the owner of Lossiemouth Harbour. In 1991, the fishing port was extended to accommodate leisure craft and as such, the business that operates from the harbour is known as Lossiemouth Marina.

Lossiemouth Marina currently provides a total of 115 permanent water berths for customers, the vast majority of which are leisure yachts and motor boats. There are 5 designated visitor berths which can attract over 200 visiting vessels per summer season from the UK and the EU. As a port of refuge, the marina also offers berths for visiting fishing vessels.

There is storage space on the hardstand for up to 50 vessels.

The Elgin and Lossiemouth Harbour Company own a number of properties around the marina area and these properties are responsible for their own waste control.

There are no import or export activities at Lossiemouth Marina for materials of significance, such as salt, grain, wood, fuel oils, animal feed etc.

Responsibility for implementation of the Waste Management Plan rests with the Harbour Master, as directed by the Elgin and Lossiemouth Harbour Board.

### **2. Legislation**

#### **2.1**

**MARPOL Regulations 1973/78 - The International Convention for the Prevention of Pollution from Ships** (Known as MARPOL 73/78) provides an international framework on how pollution from shipping should be regulated. MARPOL applies to all UK ships and all ships in UK Territorial waters, including fishing vessels, passenger ferries, small craft and yachts, harbour authorities and terminal operators. It simply requires states to ensure that the provision of waste reception facilities are 'adequate' and do not cause 'undue delay' to the ships using them.

'Adequate means capable of receiving the types and quantities of prescribed wastes from ships normally using that harbour or terminal taking into account the operational needs of the users of the harbour or terminal, its size and geographical location, the types of ships calling there and any exemption provided'.

MARPOL covers five specific areas. These are enumerated as follows:

ANNEX 1 - Regulations for the Prevention of Pollution by Oil.

ANNEX 2 - Regulations for the Prevention of Pollution by Noxious Liquid Substances.

ANNEX 3 - Regulations for the Prevention of Pollution by Harmful Substances in Packaged Forms.

ANNEX 4 - Regulations for the Prevention of Pollution by Sewage.

ANNEX 5 - Regulations for the Prevention of Pollution by Garbage.

The United Kingdom is a signatory to Annexes 1, 2, 3, 4 & 5.

This plan will be amended when the Annex 4 of MARPOL has been incorporated into UK legislation.

MARPOL 73/78 is implemented in the UK through the following regulations:

**The Merchant Shipping and Fishing Vessels (Port Waste Reception Facilities) Regulations 2003 SI. 1809** – implements EC Directive 2000/59/EC on port reception facilities for ship-generated waste and cargo residues. They provide a mechanism for landing waste shipping for appropriate disposal and prevent it from being disposed of at sea. This legislation controls the landing of waste from and the provision of appropriate facilities.

**The Merchant Shipping (Prevention of Pollution By Garbage) Regulations 1998 SI. 1377**

**The Merchant Shipping (Prevention of Pollution By Garbage) (Amendments) Regulations 2009 SI. 1176**

**Environmental Protection Act 1990 (EPA 90) (*as amended*) & The Environmental Protection (Duty of Care) Regulations 1991** - The EPA 90 provides a framework for the Waste Management legislation, and defines waste. Part II defines any waste from industrial, commercial or domestic sources as controlled waste.

**The Duty of Care Regulations** - Section 34 establishes the Duty of Care was established on anyone who produces, imports, carries, keeps, treats or disposes of controlled waste. This does not apply to householders. Within The Duty of Care is a system for transferring the waste to a receiver of the waste. A Waste Disposal Transfer Note is used with written descriptions and details of the controlled waste, and records of these transfers are kept for a minimum of 2 years.

**Special Waste Regulations 1996 (as amended)** – Implement the European Hazardous Waste Directive 91/689/EEC. These regulations provide an effective system of control which ensures that special wastes are managed correctly from the moment they are produced until they reach their final disposal or recovery site. The transferring of wastes under these regulations is performed using a Special Consignment Note with written descriptions and details, and records must be kept for a minimum of four years.

**Special Waste Amendment (Scotland) Regulations 2004** - The Special Waste Regulations 1996 transposed the requirements of the Hazardous Waste Directive. However they did not fully transpose all of the Directives requirements, nor did they take into account possible amendments to, and expansions of the European Waste Catalogue, and the list of hazardous wastes. The Special Waste Amendment (Scotland) Regulations 2004 addresses these issues.

**Regulation (EC) No 1774/2002 of the European Parliament and of the Council** - This regulation sets out Community requirements for the control, importation and disposal of animal by-products. Under the Regulation International Catering Waste is Category 1 material and must be disposed of accordingly.

This material is one of the means by which exotic notifiable diseases could be introduced into the UK, particularly if farmed or feral animals are able to come into contact with it. The relevant legislation is therefore designed to minimise the risk of this happening. International Catering Waste means foods, which are, or contain, or have been in contact with products of animal origin intended for consumption by the crew and/or passengers. It also includes such items as packaging material, or disposable cutlery or plates. Other waste that is mixed with a quantity of International Catering Waste, must be disposed of as if it were ICW.

Catering waste from means of transport operating from within the European Union (EU) is not the subject of these notes. It should be handled in the same ways as UK catering waste.

#### **Products of Animal Origin (Third Country) (Scotland) Regulations 2007**

This Regulation covers the definition, and method of disposal of, International Catering Waste received into Scotland.

#### **Products of Animal Origin (Third Country) (Scotland) (Amendment) Regulations 2010 SI. 225**

#### **The Landfill (Scotland) Regulations 2003 –**

The Landfill Regulations also introduce the concept of pre-treatment of waste. This requires that with immediate effect, any landfill that has been granted its license or permit since July 2001 must only take waste that is pre-treated. From July 2004, all hazardous sites must only take waste that is pre-treated. From the 30th of October 2007, all other sites will only be able to accept waste that has been pre-treated.

## **The Waste (Scotland) Regulations 2011. SI. 226**

These Regulations amend various enactments in order to transpose aspects of Directive 2008/98/EC on waste (“the Directive”) and to effect certain additional changes.

### **2.2**

Other relevant legislation is:

SI 1984 No 862 - The Prevention of Pollution (Reception Facilities) Order 1984

SI 1988 No 2293 - The Merchant Shipping (Reception Facilities for Garbage) Regulations 1988

SI 1994 No 1056 - The Waste Management Licensing Regulations 1994

SI 1996 No 972 - The Special Waste Regulations 1996

SI 2003 No 1809 - The MS & Fishing Vessel (Port Waste Reception Facilities) Regulations 2003

### **Merchant Shipping Notices**

MSN 1678 - The Special Waste Regulations 1996

**Merchant Guidance Notes** Nil at present

### **Marine Information Notes**

MIN 284 - Port Waste Reception Facilities: Recycling & Segregated Wastes

MIN 326 - Port Waste Facilities – Reporting Form (revised).

MIN 358 - CERS Port Waste Infringements Reporting requirements.

## ***3. Objectives of the Plan***

To inform Port users of the facilities available to them for the disposal of waste on the Marina premises.

To ensure facilities provided comply with the regulations and meet the needs of Port users.

## ***4. Types of waste***

### **4.1**

#### **Producers of waste**

Capacity of 115 berths for sailing, motor, commercial and fishing vessels.

The Marina Office is located in a building comprised of two storeys. The top storey is used by staff employed by Elgin and Lossiemouth Harbour Company and is utilised as the main office and control room for the marina.

The bottom storey is leased to the Lossiemouth Fishermen's Benevolent Association and is utilised as a Fishermen's Rest for the retired fishermen.

Each storey has its own entry/egress point.

**International Catering Waste** – To date, there has been no record of ICW being found on the Marina premises. A declaration is made annually to the Animal and Plant Health Agency, Inverurie, to this effect.

## ***5. Facilities***

The Marina provides 4 x 250 kilo covered skips and additional wheelie bins for general waste throughout the harbour as follows:

Skips - 1 @ East Basin 3 @ West Basin

Bins - 5 x green; 2 x blue

The wheelie bins are emptied on a regular basis by the Marina Operatives into the skips which are then collected by the private company 'JG Williamson of Elgin', with whom the harbour has a contract. This company then segregates all of the waste and prepares for recycling.

Due to the low volume of plastic, glass and food waste, it is not economical for the Marina to invest in recycling provisions for these items at the marina.

Office paper, plastic and glass is collected by the marina staff and deposited in the recycling facility at Pitgaveny Quay.

Waste Oil – there are 6 x 5 gallon barrels within the undercover workshop in the west basin which are used for depositing waste oil. These barrels are emptied on a semi-regular basis by Northburn Oils, Aberdeen, for correct disposal.



## **APPENDIX B      ELGIN AND LOSSIEMOUTH HARBOUR COMPANY HARBOUR USERS DOCUMENTATION**



# LICENCE

for

**BERTHING, MOORING AND STORAGE ASHORE**

between

**ELGIN AND LOSSIEMOUTH HARBOUR  
COMPANY**

and

..... Owner



# STANDARD BERTHING, MOORING AND/OR STORAGE ASHORE LICENCE FOR VESSELS AT A MARINA OR A BOATYARD

## GENERAL CONDITIONS

### 1 DEFINITIONS

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

**Company** shall mean Elgin and Lossiemouth Harbour Company or any of its Agents to whom the application for berthing 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 Harbour Facility.

**Harbour** shall include a Yacht Harbour, Marina, Mooring or any other facility for launching, navigating, mooring or berthing a Vessel.

**Premises** means all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, jetties, quays, piers, mud berths, sheds, lofts, workshops, hardstanding, roadways and carparks.

**Owner** shall include any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the company.

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

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

**Berth** means the space on water or land from time to time allocated to the Owner by the Company for the Vessel during the term of this Licence.

**Alongside Berth** means a berth where a Vessel of appropriate draft may be secured, with access to the shore without the need for a dinghy or tender.

**Storage Ashore Accommodation** means the land space temporarily allocated to the Owner from time to time by the Company for the storage of the Vessel during the term of the Licence.

**Pontoon** means a moored and decked floating structure providing landing or mooring facilities.

## **2 THE LICENCE**

- 2.1 Berths at the Harbour or Premises shall be licensed for the periods and at the rates of charge from time to time published by the Company at its Premises and in force at the commencement of this Licence. Details of the charges applicable to the Berth at the beginning of the Licence will be given to each licensee at the time that the Licence is granted.
- 2.2 This Licence shall not be automatically renewed but will end at the conclusion of the period agreed if not terminated sooner by the Company or by the Owner under the provisions of Clauses 8 or 10.

## **3 LIABILITY, INDEMNITY AND INSURANCE**

- 3.1 The Company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as extreme weather conditions the actions of third parties not employed by it or any defect in any part of an Owner's or third party's Vessel); this includes, but without limitation, loss or damage to Vessels, gear, equipment or other goods left with it for repair or storage, and to persons entering the Premises or the Harbour and/or using any facilities or equipment.
  - 3.1.1 The Company shall take all reasonable steps to maintain security at the Premises and to maintain the facilities at the Premises and in the Harbour in reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on the part of the Company, Vessels, gear, equipment or other goods are left with the Company at the Owner's own risk and Owners should ensure that they have appropriate insurance against all relevant risks.
  - 3.1.2 The Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences or 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 or another breach of duty on the part of the Company. 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. The Harbour Master has full authority over safety and security and therefore under the Harbours, Docks and Piers Act 1847 and its amendments, has the right to board any Vessel within his Port, whether it is occupied or unoccupied.

Should the vessel need to be moved, every attempt will be made to contact and advise the owner - prior to relocation where possible.

3.1.3 Owners may themselves be liable for any loss or damage caused by them, their crew and/or their Vessels and they shall be obliged to maintain adequate insurance including third party liability cover for not less than £5,000,000, and, where appropriate, Employer's Liability cover to at least the statutory minimum. The Owner shall be obliged to produce evidence of insurance cover on an annual basis to the Company within 14 days of being requested to do so by the Company.

#### **4 PERSONAL DETAILS**

- 4.1 The Company will not share personal details of the Owner to any third party without the prior authorisation of the Owner. All personal details of the Owner and Next of Kin will be kept as per the Data Protection Act 1998 on a secure database. On termination of the contract, all personal details of the Owner will be deleted.
- 4.2 The Owner must notify the Company in writing of details of any change of names of the Vessel or change of address, email address or telephone number of the Owner.

#### **5 BERTH ALLOCATION**

- 5.1 The physical layout of every Harbour and Premises and the varying needs and obligations of the Company and its customers requires that the Company retains absolute control of Berth allocation within the Harbour and Premises. Accordingly, the Owner shall not be entitled to the exclusive use of any particular Berth but shall use such Berth as is from time to time allocated to him by the Company.
- 5.2 On allocation of a berth the Owner will be issued with a security key. The Owner must not make a copy of any key issued to him by the Company nor allow any key be loaned or given to any unauthorised person.
- 5.3 On allocation of a berth within the Harbour, the Owner must respect the importance of security and as such ensure that no unattended gate is left open or unlocked.
- 5.4 Any owner who has not periodically checked their vessel nor maintained the vessel to a reasonable state of repair/condition, will be contacted by the Harbour Master to address the situation. If not complied with, the Harbour Master reserves the right to terminate the berthing agreement with immediate effect.

## **6 PERSONAL NATURE OF THE LICENCE**

- 6.1 This Licence is personal to the Owner and relates to the Vessel described in the application for berthing. It may not be transferred or assigned to a new Owner or to a different Vessel, either temporarily or permanently, without the express written consent of the Company.
- 6.2 Within 7 days of any agreement for the sale, transfer or mortgage of a Vessel subject to this Licence the Owner shall notify the Company in writing of the name, address and telephone numbers of the Purchaser, Transferee or Mortgagee, as the case may be

## **7 USE OF BERTH BY COMPANY WHEN VACANT**

- 7.1 The Company may have the use of the Berth when it is left vacant by the Owner.

## **8 TERMINATION**

- 8.1 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;
- 8.1.1 Having regard to the nature and seriousness of the breach and risk it poses for the financial or other security of the Company and/or 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 rectify 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 Harbour or Premises immediately.
- 8.1.2 If the Owner fails to remove the Vessel on termination of this Licence whether under this Condition or otherwise, the Company shall be entitled
- 8.1.2.1 to charge the Owner at the Company's 24 hours rate for overnight visitors for each day between termination of this Licence and the actual date of removal of the Vessel from the Harbour and Premises and/or

8.1.2.2 at the Owner's risk (save in respect of loss or damage caused by the Company's negligence or other breach of duty during such removal) to remove the Vessel from the Harbour and Premises and thereupon secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative berthing fees.

8.1.3 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

## **9 RIGHTS OF DETENTION**

9.1 Maritime Law entitles the Company in certain circumstances to bring action against a Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of a Vessel may also occur through the ordinary enforcement of a decree against the Owner of a Vessel or other property.

9.2 The Company reserves a general right ("a general lien") to detain and hold onto the Owner's Vessel or other property pending payment by the Owner for any sums due to the Company. If the Licence is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's 24 hours rate for overnight visitors for each day between termination or expiry of the Licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Harbour and Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a Bank reasonably acceptable to the Company or lodgement of a cash deposit with a professional third party agent sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.

## **10 TERMINATION BY OWNER**

10.1 This Licence may be terminated on 16 weeks written notice by the Owner to the Company. Following such notice the Company shall prepare an account of:

10.1.1 all sums owed by the Owner in respect of services or facilities used up to the intended date or departure of the Vessel, and

10.1.2 the charge that would have been payable by the Owner to the Company in respect of this Licence if the original term of this Licence had ended on the date of expiry of the Notice of Termination, less

10.1.3 the sum actually paid by the Owner to the Company in respect of this Licence.

Where the balance is in favour of the Company the Owner shall be required to pay the balance before removal of the Vessel from the Harbour or Premises.

## GENERAL RULES

### 11 VESSEL MOVEMENTS

- 11.1 The Company reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Harbour and Premises.
- 11.2 A copy of the Company's scale of charges for Vessel movements will be provided to the Owner before they enter into an Agreement with the Company. Where a specific date or tide range for relaunch of the Vessel has been agreed between the Owner and the Company at the time of slipping or lifting out (or arrival by land) this charge alone will be payable for the launch. However, where the Owner requests a different date or tide range the Company reserves the right to charge the Owner for the cost of moving other Vessels to gain access to the launch point and for any attendant expenses, such as crane hire. The Company will provide the Owner with an estimate of such costs and charges prior to incurring them.
- 11.3 Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed adequate warps and fenders for the Vessel shall be provided by the Owner.
- 11.4 No Vessel, when entering or leaving or manoeuvring in the Harbour, shall be navigated at a speed no more than 5mph or in such a manner as to endanger or inconvenience other Vessels in the Harbour.
- 11.5 Advisory Note:
1. Owners, their guests and crew are advised that Vessels are at all times subject to the speed restrictions and byelaws of Harbour and navigation authorities and the requirements and powers of regulatory authorities, including but not limited to the Maritime and Coastguard Agency and the Health and Safety Executive; there are criminal penalties for breach of such restrictions, requirements and Byelaws.
  2. The use of life jackets is strongly recommended for our customers and their crew when on the pontoons or aboard their Vessel.

## **12 COMMERCIAL USAGE**

- 12.1 No part of the Company's Harbour or 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 written agreement from the Company. Where this Licence is granted to a commercial operator whose Vessel is operated for hire or regard in the course of trading, special conditions will apply to this Licence as appended.

## **13 STORAGE**

- 13.1 Dinghies, tenders and rafts shall be stowed aboard the Vessel unless the Company allocates a separate berth for them, whereupon additional berthing charges will apply.

## **14 PARKING**

- 14.1 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.

## **15 MARINA AND HARBOUR REGULATIONS**

- 15.1 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.
- 15.2 In compliance with the Port Marine Safety Code, the Safety Management System and Regulations can be found on the Company website. Copies are also held at the Marina Office and can be viewed on request. 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 Harbour or 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.
- 15.3 Advisory note: Owners, their guests and crew are advised that their conduct and that of their Vessels is like to be regulated and governed at various times by statutory, local authority and harbour regulations which may be more extensive than those of the Company and the breach of which may result in criminal penalties.

## **16 ACCESS TO PREMISES/WORK ON THE VESSEL**

- 16.1 Subject to Clause 16.2, no work or services shall be carried out on the Vessel, gear, equipment or other goods whilst on the Premises without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family not causing nuisance or annoyance to any other customer or person residing in the vicinity nor interfering with the Company's schedule of work, nor involving access to prohibited areas. External contractors hired by the Owner are required to contact the Marina Office prior to commencing work to obtain a work permit.
- 16.2 Prior written consent will not be unreasonably withheld where:
- 16.2.1 The work is of a type for which the Company would normally employ a specialist sub-contractor; or
- 16.2.2 The work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates.
- 16.2.3 Notwithstanding the foregoing, during periods of work by the Company on the vessel, neither the Owner nor his invitees shall have access to the Vessel without the Company's prior consent, which shall not be unreasonably withheld. In the event of such access being permitted it shall be at the Owner or his invitee's own risk.
- 16.3 Customers and contractors must gain prior permission for any hot work to be performed on the harbour undertaking. A permit will only be issued by the Harbour Master or Assistant Harbour Master. All hot work is to be completed at least one hour before leaving the premises and regular checks are to be made for one hour after works to ensure no risk of fire or reignition.

## **17 HEALTH, SAFETY AND THE ENVIRONMENT**

- 17.1 Attention is drawn to the Company's Health, Safety and Environmental policy which can be viewed at the Marina Office.
- 17.2 The Owner, his crew, members of this 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 Harbour or on the Premises as soon as possible after they occur.
- 17.3 No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Harbour or Premises so as to cause any nuisance or annoyance to any other users of the Harbour or Premises or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the Vessel that they shall not behave in such a way as to offend as aforesaid. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.



- 17.4 Pontoons should be kept clear at all times and no equipment is to be stored on the pontoons.
- 17.5 No refuse shall be thrown overboard or left on the pontoons or carparks or on any other part of the Premises or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's Harbour and Premises. The Company's further directions regarding waste management shall be posted by newsletter or displayed in a prominent place

## **18 USE OF BOAT LIFT, WORKSHOP, CRANE AND CRADLES**

Not altering the terms of the Licence:

- 18.1 The Company shall not be liable for any loss or damage to a vessel while being transported by the boat hoist unless caused by the Company's negligence.
- 18.2 The Company shall not accept responsibility for damage caused to masts and/or vessels from which masts are being removed or reinstated unless caused by the Company's negligence.
- 18.3 Vessel owners are required to ensure their own cradle, stands or blocks are adequate and suitable for purpose. It is the vessel owner's responsibility to ensure that their vessel is secure within their cradle, stands or blocks at all times. The Company shall not be liable or responsible as to the suitability of purpose of any cradle, stand or block owned by the customer.

Once a vessel has been placed upon a cradle, stands or blocks, the customer and Operatives are to agree that all parties are satisfied with the security of the vessel and, if hiring support cradle or stands from the Company, agree that these are satisfactorily maintained and fit for purpose.

Should anyone other than an authorised member of staff move or adjust any stand, block or cradle without permission from the Harbour Master, the Company shall not accept responsibility for any damage or incident involving the vessel thereafter whilst it is stored ashore.

- 18.4 For storage ashore the Company recommends that masts be removed. It shall be the vessel owner's duty and responsibility to ensure their insurer is informed and accepts liability for any occurrence should any masts be left in situ whilst the vessel is stored ashore.

The Company shall not be liable for any loss or damage to masts or attachments unless caused by the Company's negligence. The Company does not provide mast storage and shall not be liable for any loss or damage to a mast. All masts are stored at the vessel owner's own risk.

- 18.5 Vessel owners are to take precautions to ensure that objects do not fall from heights onto persons below whilst stored ashore or within the undercover workshops.
- 18.6 When using the undercover workshops, tools and equipment are to be stored under vessels or in designated storage areas to keep the passageways between vessels clear at all times.
- 18.7 Access ladders to vessel are to be secured at deck level during use.
- 18.8 Access ladders are to be locked and secured underneath vessel whilst not in use.
- 18.9 No loose or untidy wiring between sockets and vessels or crossing/obstructing walkways is permitted.
- 18.10 Once the vessel has left the workshop, seven days are given for removal of all personal belongings, tools or equipment, after which they will be disposed of unless prior permission for temporary storage has been given by Harbour Master.
- 18.11 All users of the undercover workshops and approved contractors are required to identify the positions of first aid boxes, fire extinguishers and fire exits. The Company will ensure that access to fire escape doors are kept clear at all times and reserves the right to move any obstruction or piece of equipment which could cause slips or falls or cause injury.
- 18.8 All users of boat hoist, slipway and undercover workshop are to hold appropriate liability insurance.
- 18.9 The Company shall not loan any tool, appliance nor ladder to a customer. It is the sole responsibility of the customer to ensure that any ladder they provide is fit for purpose and to a safe and secure standard. The Company shall not be liable for injury sustained by a customer using their own personal ladder.

## **19 LAW AND JURISDICTION**

- 19.1 This Licence agreement shall be governed and construed in accordance with the laws of Scotland and the Owner submits to the exclusive jurisdiction of the Scottish Courts.

**Terms of Licence agreed and accepted**

**By .....**(Signature)

**.....**(Full Name)

**Date .....**

**By signing the Berthing Agreement, the customer is agreeing to the Terms and Conditions of this Licence**

**(Sgd) Amanda Chisholm  
Harbour Master  
For and on behalf of  
Elgin and Lossiemouth Harbour Company**



## ELGIN AND LOSSIEMOUTH HARBOUR COMPANY

Lossiemouth Marina, Shore Street, Lossiemouth IV31 6PB  
Tel: 01343 813066 [info@lossiemouthmarina.com](mailto:info@lossiemouthmarina.com) [www.lossiemouthmarina.com](http://www.lossiemouthmarina.com)

### BERTHING AGREEMENT

**NAME OF VESSEL** - .....

**TYPE OF VESSEL** - SAILING YACHT ..... MOTOR BOAT ..... COMMERCIAL .....  
SMALL BOAT ..... OTHER .....

**DIMENSIONS** - LOA ..... DRAUGHT ..... BEAM ..... TONNAGE .....

**INSURANCE DETAILS** - TO BE VERIFIED EACH YEAR ON RENEWAL OF POLICY

**OWNER** - NAME .....

ADDRESS .....

.....

MOBILE ..... EMAIL .....

**NEXT OF KIN** - NAME ..... CONTACT NUMBER .....

ADDRESS: .....

I/We request Elgin and Lossiemouth Harbour Company to provide a:

Pontoon Berth/Storage Ashore/Commercial Berth

I/We have read, understood and agree to be bound by the Licence of Terms and Conditions which accompany this Agreement

Signed .....

Date .....



## ELGIN AND LOSSIEMOUTH HARBOUR COMPANY

### SMALL/FISHING BOAT BERTHING POLICY

#### 1. Berths:

- 1.1 Berths are issued annually from 1 April to 31 March. Berths are renewed automatically. If the boat owners wishes to relinquish the berth, notice of six weeks is to be given to the Harbour Master.
- 1.2 Annual berthing dues are to be paid in full within thirty days of the invoice date.
- 1.3 A berth is allocated subject to payment of annual berthing dues and proof of insurance renewal each year. If neither of these terms are complied with, the owner will be asked to remove their vessel from the harbour.
- 1.4 A berth is allocated to an individual boat owner or to joint boat owners. The Harbour Master is to be advised of all named boat owners and the named joint ownership should be included on the insurance schedule.
- 1.5 In the event of joint ownership, there must be a single named contact on the Berthing Agreement who is liable for all charges and compliance with the Licence of Terms and Conditions. The single named contact can only be transferred to another person who has been declared as a joint owner (and included on the vessel insurance schedule) for no less than four consecutive years.

#### 2. Berthing:

- 2.1 Berth allocation is the responsibility of the Harbour Master.

2.2 The berth is allocated for the vessel named on the Berthing Agreement. If the boat owner wishes to replace the vessel, they should contact the Harbour Master in the first instance and ensure that the original berth is suitable for the new vessel. If not suitable, the Harbour Master will allocate an alternative berth if available. There is no guarantee that the harbour will/can accommodate the new vessel. If unable to allocate an alternative berth, the boat will have to be removed from the harbour.

2.3 A berth is allocated to the single named contact who applied and paid for the berth, not to the vessel. Any sale or transfer of a vessel does not entitle the new owner to a berth. Any new owner of a vessel must apply to be added to the waiting list.

2.4 If any vessel is deemed unseaworthy and a hazard/risk to other vessels or pontoons, the Harbour Master can request the owner to remove it from the harbour. If this request is not complied with, Marina staff will remove the vessel from the water and charges will be incurred.

### **3. Insurance:**

3.1 The berth holder must have valid insurance for their vessel which includes third party liability with an indemnity no less than £5,000,000.

3.2 Proof of insurance is to be presented to the Harbour Master on renewal each year. The renewed policy can be forwarded by email to [info@lossiemouthmarina.com](mailto:info@lossiemouthmarina.com) or the original can be shown to the Harbour Master for confirmation.

### **4. General:**

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

4.2 Trailers can only be stored at the harbour once permission has been given by the Harbour Master.

4.3 Boat owners must ensure that vessels are properly secured at all times.

4.4 No creels or equipment are to be stored on the pontoons nor within one metre of the pier edge. All creels and equipment are to be tagged with the owners name and stored within the designated areas.



**APPENDIX C      LOSSIEMOUTH HARBOUR EMERGENCY PLAN**

**RISK ANALYSIS FOR LOSSIEMOUTH HARBOUR**

### LOSSIEMOUTH MARINA RISK ANALYSIS

**19/10/2023 – Assessment conducted by: Amanda Chisholm (Harbour Master) and Simon Forrest (Assistant Harbour Master)**

Scoring: Likelihood is scored as 1-5 (Very Unlikely to Very Likely) Impact is scored as 1-5 (Insignificant to Significant)

| Risk Factor score of 0-7 = Green Traffic Light |  | Risk Factor score of 8-14 = Amber Traffic Light |        |             |               | Risk Factor 14+ = Red Traffic Light   |            |        |                       |                         |
|--|--|---|--------|-------------|---------------|---|------------|--------|-----------------------|-------------------------|
| Description of Hazard                          | Description of Impact  | Likelihood                                      | Impact | Risk Factor | Traffic Light | Mitigation Response or Action   | Likelihood | Impact | Mitigated Risk Factor | Mitigated Traffic Light |
| Severe Weather                                 | Vessels causing damage to other vessels and/or marina structure. May cause severe injury or loss of life | 3   | 4      | 12          | 12            | Vigilance to weather reports. Preparation and communication with customers via email, webpage/social media. Harbour staff monitoring on site/webcams, use of VHF, operating procedures, Emergency Response Plan         | 1          | 4      | 4                     | 4                       |
| Vessel collision                               | Damage to vessels and/or marina structures, possible injury  | 3   | 4      | 12          | 12            | Speed limit of 5mph within Marina, use of VHF at entrance, clear instruction for visitors, vigilance by marina staff during working hours. Vessels starboard side when in channel. Leading lights in good working order | 1          | 4      | 4                     | 4                       |



|                           |  |   |   |    |    |   |   |   |   |   |
|---------------------------|--|---|---|----|----|---|---|---|---|---|
| Grounding within marina   | Vessel stuck in channel due to tide restriction, resulting in damage to vessel, potential injury or loss of life | 2 | 5 | 10 | 10 | Clear guidance of entry times and advice re swell condition in Almanacs, webpage, social medial, voicemail. Advised to contact marina office prior to arrival for direction and advise. Dredging operations. Emergency Response Plan  | 1 | 5 | 5 | 5 |
| Falls on piers/into water | Injury or loss of life by falling from pier onto pontoons, drowning, injury on piers                             | 4 | 4 | 16 | 16 | Health and Safety signage throughout Marina. Attempts to deter public from tombstoning. Railings and guardrails in situ. Trips and hazards removed. Vigilance by Marina staff, Location of lifesaving equipment throughout harbour, life-rings, pontoon ladders, SMS, Emergency Response Plan | 2 | 3 | 6 | 6 |

|              |   |   |   |    |    |   |   |   |   |   |
|--------------|---|---|---|----|----|---|---|---|---|---|
| Lone Working | Accident to lone worker – staff or customer | 3 | 4 | 12 | 12 | Separate Lone Working policy for staff held at Marina Office – staff to wear life jackets if lone working on pontoons in bad weather. Customers advised to contact Marina Office if lone working during bad weather and to wear life jackets. Use of VHF for staff and regular check-ins. No lone working for staff on piers/pontoons during extreme weather. Lone working in workshop – customers advised to have mobile phone and advise others of location | 1 | 4 | 4 | 4 |
| Foundering   | Vessel sinking at berth                     | 2 | 4 | 8  | 8  | Vigilance of Marina staff and customers. Encourage use of webcams. Customers advised about bilge alarms. Regular pumping out of small vessels.  | 2 | 3 | 6 | 6 |

|                            |  |   |   |    |    |  |   |   |   |   |
|----------------------------|--|---|---|----|----|--|---|---|---|---|
|                            |  |   |   |    |    | Emergency Response Plan  |   |   |   |   |
| Mooring incidents          | Falling into water/vessel colliding with finger                                      | 3 | 4 | 12 | 12 | Marina staff assistance where necessary. Advise wearing of life jackets. Speed limit within marina. Emergency Response Plan  | 2 | 3 | 6 | 6 |
| Unauthorised access        | Unauthorised persons entering gatehouses/workshops leading to injury or loss of life | 3 | 5 | 15 | 15 | SMS. <del>Vigilance</del> to security. Gatehouse access via key. Workshop door to be secured when not in use. Signage deterring unauthorised access.   | 1 | 5 | 5 | 5 |
| Use of undercover workshop | Falling from ladders, injury, working at height and risk of electrocution            | 3 | 4 | 12 | 12 | Vigilance from marina staff. Monitoring. PAT testing and checking of equipment/wires before use. Signage advising customers to advise staff or someone they know if lone working in workshop and to carry <u>fully-charged</u> mobile telephone. Staff check | 1 | 4 | 4 | 4 |

|                               |   |   |   |    |    |  |   |   |   |   |
|-------------------------------|---|---|---|----|----|--|---|---|---|---|
|                               |   |   |   |    |    | undercover workshops periodically during working hours and before securing at end of day.  |   |   |   |   |
| Use of plant equipment        | Slips, trips, unauthorised access to area, risk to public | 3 | 4 | 12 | 12 | Vigilance from marina staff of potential hazards. Signage restricting access to area by public at time of operations. No lone working of major plant equipment. Regular safety checks of equipment. Safety checklists prior to use. VHF, PPE | 1 | 4 | 4 | 4 |
| Fuelling - Pollution/Fire     | Spillages   | 3 | 3 | 9  | 9  | Fuelling of vessels via <del>gerry</del> can – limited volumes. Vigilance by customers and marina staff. Spillages to be reported. SMS. Emergency Response Plan. Use of Spill Kit.   | 1 | 3 | 3 | 3 |
| Fire, explosion, asphyxiation | Injury, loss of life, sinking of vessel                   | 2 | 4 | 8  | 8  | Limited quantities, vigilance, SMS, good ventilation, no naked flames. Emergency Response Plan.  | 1 | 4 | 4 | 4 |

|                                      |   |   |   |    |    |  |   |   |   |   |
|--------------------------------------|---|---|---|----|----|--|---|---|---|---|
|                                      |   |   |   |    |    | Customers provided with access to guide to gas safety on vessels and reminded to ensure all valves are off before vacating boat. Fire Training for staff |   |   |   |   |
| Use of Slipway                       | Unauthorised use of slipway causing injury, damage, loss of life          | 3 | 4 | 12 | 12 | Authorised use only permitted. Slip passes issued. Terms and Conditions issued. Vigilance of marina staff. Algae treated regularly to avoid slippage     | 1 | 4 | 4 | 4 |
| Extreme weather and plant operations | Mastings and lifts in strong winds causing injury, loss of life or damage | 3 | 4 | 12 | 12 | No plant operations during strong winds/heavy swell. SMS, HM and AHM final decision if contested by customer   | 1 | 4 | 4 | 4 |



## PORT EMERGENCY PLAN

ADOPTED BY

The

**ELGIN & LOSSIEMOUTH HARBOUR COMPANY**

For

# **LOSSIEMOUTH HARBOUR (LOSSIEMOUTH MARINA)**

**1 December 2018  
Reviewed annually**

## **PORT EMERGENCY PLAN**

### **LOSSIEMOUTH HARBOUR (LOSSIEMOUTH MARINA)**

#### **Introduction**

Lossiemouth Harbour (Lossiemouth Marina) is owned by the Elgin and Lossiemouth Harbour Company (the Harbour Authority). To comply with the Port Marine Safety Code, a Port Emergency Plan for Lossiemouth Harbour has been developed to deal with any marine emergency or non routine incident occurring within the Harbour Authority areas.

Lossiemouth Harbour is now used predominantly by leisure sailing and motor vessels with minimal commercial activity which is in the form of occasional visits by fishing vessels and a few small boats engaged in traditional creel crab/lobster fishery. Lossiemouth Harbour now operates as a Marina.

Lossiemouth Harbour is protected by a North breakwater and has a narrow East facing entrance. The Marina comprises two basins containing a total of 115 berths and up to 4 commercial quay side berths.

The decision to close the Harbour and/or restrict movements will be made by the Chairman to the Board.

### **Emergency Procedures**

The priorities for action in an emergency are:

- (i) Save life
- (ii) Protect the Environment
- (iii) Protect property and safe navigation within the harbour
- (iv) Contain and stabilise

It is not the intention of the Harbour Authority to take place of any major disaster or other major incident arrangements made by the emergency services or local authority. The functional role of the local authority is to support the emergency services during the 'life saving phase' and to provide those services it considers needed for the well being of those in distress.

### **Vessels on fire and/or in danger of sinking**

All fires and/or explosions are to be treated as emergencies and as potentially dangerous. They are to be considered a threat to the harbour, other craft and property.

The responsibility for raising the alarm will rest with the master or other crew member or with the person discovering the fire if on quayside or on another vessel should the vessel be unmanned. A loud vocal alarm is often the most effective method of raising the alarm and obtaining immediate assistance.

The Harbour Master must be informed immediately after the alarm has been raised.

### **Method of raising the alarm**

From vessels:

- (i) Sound the local vessel alarm if applicable
- (ii) Call 999 and relay brief details of in the incident
- (iii) Contact the Marina Office – 01343 813066, VHF Channel 16 (emergency channel), VHF Channel 12 (non-emergency channel)
- (iv) Call Aberdeen Coastguard VHF 16

In all cases, relay details of location, casualties, missing persons and vessels involved.

Members of the public:

Call 999 and report exactly what has been seen.

## Action by vessel

Incidents involving small craft happen very quickly and can become out of control in a very short time therefore responses to such incidents should be aggressive, continuous and positive. It is also essential that the Harbour Master be informed as soon as is practicable so that local resources can be activated prior to the arrival of the emergency services.

Having raised the alarm, the responsibility for fighting the fire or dealing with any other emergency rests with the vessel master/owner until the arrival of the Fire and Rescue Service. Overall control of the operation will then pass to the FRS senior present.

A check of all personal onboard must be taken to account for missing persons and should be reported to the FRS on their arrival on the scene.

The vessel owner remains responsible for keeping the Marina staff informed of all developments affecting the safety of his and other vessels.

Medical Services should be alerted. The requirement for an ambulance will be determined as soon as practicable, either by the vessel owner at the initial emergency call or by the FRS if required.

Communications will be established and maintained on VHF channel 16 and internal emergency service frequencies.

## Oil Spillage Procedures

It is the duty of the Elgin and Lossiemouth Harbour Company (the Harbour Authority) to ensure a rapid reaction to oil pollution incidents and to ensure the clean up of pollution from waters of the Harbour within their ownership.

This plan does not address pollution outside the Harbour Authority area unless it subsequently threatens or enters the Harbour Authority's area of jurisdiction.

## Action by vessels

It is the duty of the skipper/owner of every vessel in the Harbour to ensure that every step is taken to prevent pollution entering the Harbour from their vessel.

In the event of pollution, immediate action must be taken to restrict further pollutant entering the water.

## Reporting Pollution

The responsibility for reporting a pollution incident rests with the vessel's skipper/owner at all times.

If pollution occurs from bunkering from road transport it is the responsibility of both parties to report the incident. All persons seeing an incident should report it immediately it being advantageous to have it reported twice than not at all.

### **Method of reporting**

- (i) Vessels sighting pollution should report immediately to the person operating the fuel delivery system so that immediate action to reduce ingress of oil into the water can be taken.
- (ii) Inform Lossiemouth Marina on Channel 12 and pass on information stating details of the incident and what, where and how much pollutant has entered the water.
- (iii) If the Harbour Authority cannot be contacted by VHF contact HM Coastguard on Channel 16 who will make contact with the Harbour Authorities by telephone.

Persons sighting pollution from the shore should contact the Marina Office on 01343 813066 or if unmanned, Aberdeen Coastguard on 02038172001.

### **Action by Harbour Master**

The Harbour Master will declare any such emergency by VHF and telephone where appropriate, ensuring that all persons concerned are alerted and in particular that HM Coastguard are informed. All VHF communications will remain on Channel 16 throughout the emergency phase.

Early fire fighting should take place if practicable and the Harbour Master will arrange water borne transport if required by emergency services.

The Marina Office will remain open throughout any emergency.

Under Section 1 of the Dangerous Vessel Act 1985 the authorised Harbour Master can direct a vessel to leave port or remain outside the ports if in their opinion the vessel or its content might in any way pose a threat to the safety of persons or property.

### **Action by the Fire and Rescue Service**

Action will be in accordance with the FRS Tactical Plan.

For protracted fire fighting the stability of a vessel may become a significant factor and in this event the FRS Senior Officer will make immediate contact with the Harbour staff.

Liaison will be required between the FRS, Environmental Agency and Harbour staff to consider all aspects of pollution.

### **Action by Police**

Initially a Police Liaison Officer will make Contact with the Marina Office which can be by person, telephone or VHF.

On receipt of an emergency call, the Police who will assume responsibility for cordons, security, traffic management and evacuation.

In the event of a major incident, the Police will establish an incident unit to co-ordinate all the land based emergency services.

### **Action by Maritime and Coastguard Agency**

An executive agency, responsible for both the co-ordination of civil maritime Search and Rescue and Counter Pollution operations in the UK waters.

Alert emergency services as required.

Alert the Harbour staff as soon as is reasonably practicable when the incident is life threatening.

### **Action by Lifeboat**

After direction to launch by HM Coastguard, Aberdeen, the lifeboat will provide lifesaving services as required on the scene as directed by HM Coastguard.

### **Action to be taken on receipt of Pollution Report**

By Harbour Authority

- (i) Immediately investigate report
- (ii) Deploy emergency response equipment

By Shore Operator

- (i) Isolate the source of pollution and take steps to stop the pollutant entering the harbour
- (ii) Inform the Harbour Authorities
- (iii) Activate own emergency procedures
- (iv) Assist the Harbour Authority in the clean up operations

By Vessel

- (i) Take all steps to stop further pollutant entering the harbour by activating damage control procedures
- (ii) Deploy catchment ropes, booms etc if available
- (iii) Stop all activities on board the vessel to reduce fore risk

### **Damaged/Leaking Vessels requesting to enter the Harbour**



Vessels who require entry into the harbour that are leaking or might leak oil as a result of damage must seek the express permission to enter from the Harbour Master. Until this has been granted, the vessel will remain outside the Harbour Authority limits.

Before granting permission and allocating a suitable mooring, the Harbour Master will require confirmation that the leakage has stopped. They will seek advice from the Pollutions Officer from Moray Council and/or the MCS's Regional Operations Manager.

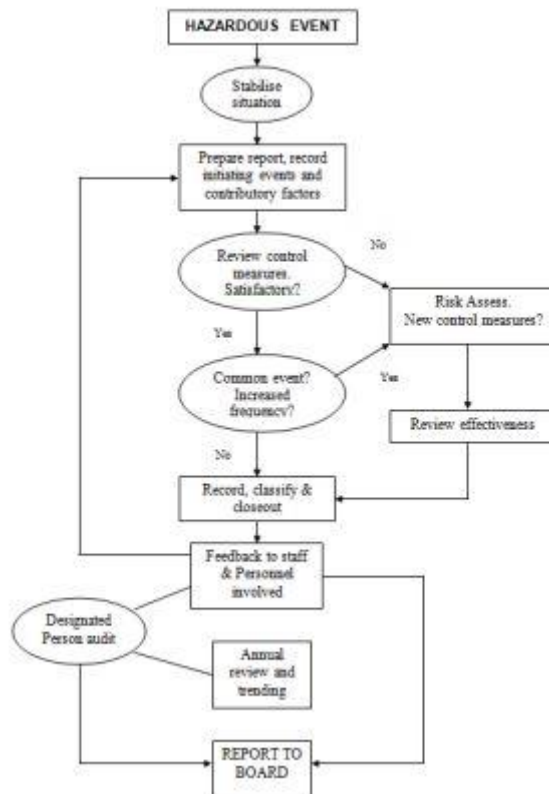
On arrival into the Harbour, the vessel will be required to undertake an immediate survey to ensure that further pollution is not occurring nor is likely to occur. A strict and continuous watch should be set up to monitor for leakage until the incident is resolved.



## **APPENDIX D      INCIDENT AND NEAR MISS REPORTING**

## **6 REPORTING**

Accident and incident reporting is as outlined in the flowchart below:



## 6.1 Definitions:

An Incident is an event which results in actual contact, harm, damage, injury, loss of life or material loss. Examples include:

- Groundings, strandings.
- Collision or contact with other vessels or craft, nav aids, other fixed objects or significant debris.
- Hard landings against quays, damage to quays and or vessels.
- Injury to personnel, falling into the water, drowning, other fatality.
- Significant equipment or propulsion failure on vessels.
- Contact with or sinking small craft.
- Other damage to vessels, property or shore.
- Other incidents which may result in loss or litigation.

A 'Near Miss' is an event which has the potential to result in damage, injury or loss. Examples include events which could have resulted in any of the above incidents but for prompt or fortuitous actions plus:

- Close quarters situations with other vessels or recreational craft
- Vessel equipment or propulsion failure with the potential to cause an incident
- Personnel errors with the potential to cause an incident.

## 6.2 Reporting:

All Incidents and Near Misses should be reported per a simple form provided by the Marina Office. The Report should record:

- An Incident or Near Miss
- Location
- Vessel, equipment and/or personnel involved
- A brief description of event
- Conditions, including tide, weather, light, visibility
- Initiating event and contributing causes
- Damage, injury or loss resulting
- Potential damage, injury or loss if Near Miss

The Report is forwarded to Harbour Master who reviews whether control measure were adequate. If not, a Risk Assessment may be required and procedures need modifying. It will be reviewed whether the event was uncommon or becoming more frequent. In consultation with the Designated Person, the Harbour Master will decide whether a report to MCA is required. The event will be recorded and classified in the Incident and Near Miss file.

## 6.3 Report and Record Formats:

See over.



**LOSSIEMOUTH MARINA**

**Incident Report**    **No**    /    (No/Year) \*

**Date** \_\_\_\_\_ **Time** \_\_\_\_\_ **Daylight/Darkness**

**Wind/Sea/Vis** \_\_\_\_\_ **Tide State/Height/Flow** \_\_\_\_\_

**Vessel** \_\_\_\_\_ **Location** \_\_\_\_\_

**Operation or Activity** \_\_\_\_\_

**Other Vessel/Craft/Facility involved** \_\_\_\_\_

**Incident/Near Miss** (delete one)    **Damage ?**    **Yes/No**    **Reportable**    **Yes/No**

**Damage or Casualty which Occurred** \_\_\_\_\_

**Person Making** \_\_\_\_\_ **Witnesses** \_\_\_\_\_

**Report**

**Capacity** \_\_\_\_\_

**Contact details for queries/follow-up** \_\_\_\_\_

**INCIDENT TYPE**

(tick as many as apply)

**Grounding**

**Collision**

**Hard landing/berthing**

**Machinery/equipment failure**

**Fire/Explosion**

**Wash damage**

**Small craft run down**

**Vessel adrift**

**Close quarters**

**Person in water**

**Personnel injury**

**Fatality**

**Pollution**

**Other** (specify)

**CAUSE/CONTRIBUTORY FACTORS**

(tick as many as apply)

**Wind/wave**

**Visibility**

**Other weather**

**Current/tide**

**Available depth**

**Machinery/equipment failure**

**Crew error**

**Other personnel error**

**Communications**

**Other** (specify)

**Attach sheet(s) describing incident and consequences.**

**Include sketch if helpful.**

**Incident Report No**    /    (No/Year) \*

**Description of Incident/Near Miss and Causes** (Include/add sketches and extra sheets if needed)

**Actions required to avoid repetition:**

**Actions carried out:**

**Date complete..... By whom .....**

**Personnel affected advised of actions taken:**

**Date..... By whom.....**

**1.0 Incident & Actions closed-out**

**Signed..... Harbourmaster**

**Date.....**



#### **6.4 Follow-up and Review:**

Any actions to avoid repetition, resulting from the Incident must be completed in the agreed time period. Personnel involved will be advised of the actions taken. When all actions are complete and closed out, the Harbour Master will sign off the Incident Form. Any resultant new Risk Control measures will be reviewed after an appropriate period depending upon frequency of the operation, generally not exceeding three months, for effectiveness. Staff and personnel involved in the event will be advised of revised measures and of their effectiveness. Periodically, at intervals not exceeding one year, the Incident & Near Miss Record will be reviewed for trends. Annually, or at other lesser intervals and after any significant incidents, the Harbour Master will report to the Duty Holders on the operation and effectiveness of the system.

#### **6.5 Feedback & Auditing:**

The Designated Person will audit the system annually and report to the Board on its effectiveness.

#### **6.6 Responsibilities:**

Harbour staff, all users of the Harbour and other involved personnel who become aware of incidents or near misses are responsible for submitting reports. The Harbour Master is responsible for the administration and implementation of this policy.



## **APPENDIX E      PERMITS TO WORK**



## 6.7 Principles:

Significant hazardous operations in the harbour area which involve or potentially involve other activities or users will be carried out under a Permit to Work scheme.

Activities which require PTW include:

- Construction activity on the quays
- Diving, whether on harbour facilities or vessels
- Dredging (unless by Lossiemouth Marina dredging platform)
- Salvage
- Significant vessel repairs involving hot-work at the pier

The Harbour Master may require PsTW for other activities posing equivalent risks.

## 6.8 Requirements:

Permits will only be issued for a maximum of 24 hours (12 hours for diving) without renewal, for work at a specified location.

The Permit confirms:

- That the persons carrying out the work are competent to do so
- That necessary safety procedures and equipment are in place
- That necessary exclusion zones both landward and seaward have been established
- That necessary electrical or physical isolations are in place
- That risk assessments and toolbox talks at the appropriate level have been performed.

The contractor or operator is responsible for carrying out the operation safely and for complying with the Permit. The Harbour Master may withdraw the Permit at any time she considers that the conditions are not being met or that additional hazards have been introduced.

## 6.9 Administration:

Permits will be issued by the Harbour Master during normal working hours, unless required urgently out of hours. The contractor/operator completes the Permit which is then approved by the Harbour Master once satisfied of its validity.

## 6.10 Permit to Work Formats:

- a) General
- b) Diving
- c) Hot Work



**LOSSIEMOUTH MARINA**

**Permit to Work**

**Activity** \_\_\_\_\_ **Location** \_\_\_\_\_

**Name of Vessel** \_\_\_\_\_

**Vessel being worked on** \_\_\_\_\_

**Permit valid from** \_\_\_ \_\_\_ hours \_\_\_/\_\_\_/\_\_\_ (date) **To** \_\_\_ \_\_\_ hours \_\_\_/\_\_\_/\_\_\_ (date)

*Maximum 24 hours, 12 hours for Diving*

**Confirm:**

**Risk Assessment carried out** \_\_\_\_\_ **Remarks** \_\_\_\_\_

**Control measures in place** \_\_\_\_\_ **Remarks** \_\_\_\_\_

**Barriers/Exclusion Zone in place** \_\_\_\_\_ **Remarks** \_\_\_\_\_

**Safety Equipment on location** \_\_\_\_\_ **Remarks** \_\_\_\_\_

**Personnel briefed** \_\_\_\_\_ **Remarks** \_\_\_\_\_

**Signed** \_\_\_\_\_ **Title** \_\_\_\_\_

**Vessel/Contractor** \_\_\_\_\_ **Date** \_\_\_/\_\_\_/\_\_\_ **Time** \_\_\_:\_\_\_

**Approved** \_\_\_\_\_ **Title** \_\_\_\_\_

**Date** \_\_\_/\_\_\_/\_\_\_ **Time** \_\_\_:\_\_\_



**LOSSIEMOUTH MARINA**

**Diving Permit to Work**

**Activity** \_\_\_\_\_ **Location** \_\_\_\_\_

**Name of Contractor or Diving Vessel** \_\_\_\_\_

**Vessel being worked on (if applicable)** \_\_\_\_\_

**Permit valid from** \_\_\_ hours \_\_\_/\_\_\_/\_\_\_ (date) **To** \_\_\_ hours \_\_\_/\_\_\_/\_\_\_ (date)

*Maximum 12 hours for Diving*

**Specific Restrictions (if any)** \_\_\_\_\_

**Confirm:**

**Risk Assessment carried out :-** **Remarks** \_\_\_\_\_

**Contractor Procedures/Permits in place :-** \_\_\_\_\_

**Remarks** \_\_\_\_\_

**Barriers/Exclusion Zone in place** \_\_\_\_\_ **Remarks** \_\_\_\_\_

**Safety Equipment on location** \_\_\_\_\_ **Remarks** \_\_\_\_\_

**Personnel briefed** \_\_\_\_\_ **Remarks** \_\_\_\_\_

**Signed** \_\_\_\_\_ **Title** \_\_\_\_\_

**Vessel/Contractor** \_\_\_\_\_ **Date** \_\_\_/\_\_\_/\_\_\_ **Time** \_\_\_\_\_

**Approved** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_/\_\_\_/\_\_\_ **Time** \_\_\_\_\_



## ELGIN AND LOSSIEMOUTH HARBOUR COMPANY

### HOT WORK PERMIT

**For cutting and welding with portable gas/arc equipment or work with blow lamps/blowtorches**

Location of work

Work to be done

Special precautions

Fire watch:

Areas where hot work is undertaken should be frequently inspected by the person completing the hot work during the first thirty minutes after the work is completed and then thirty minutes later to ensure that no materials are smouldering.

The location where this work is to be done has been examined, necessary precautions taken and permission is granted for this work by the Harbour Master or Assistant Harbour Master.

Permit  
expires:

24 hours

Time started:

Completed:

### Final Check Up

Work area and all adjacent areas to which sparks and heat might have spread (including floors above and below and on the opposite sides of walls) were inspected 1 hour after operation was completed and were found fire safe.

Before starting hot work, the area must be cleared of all loose combustible material and if work is to take place on one side of a wall or partition, the opposite side must be examined to ensure no combustible material will be ignited by conducted heat.

Suitable extinguishers of appropriate type must be at hand with a careful watch being maintained for fire breaking out whilst work is in progress.

Exposed wooden flooring and other items of combustible material which cannot be removed must be covered with sand or other non-combustible material.

When welding, cutting or grinding, the work area must be suitably screened using non-combustible material.

Gas cylinders must be secured in a vertical position and fitted with a regulator and flashback arrestor.

The area of any hot work must be thoroughly examined one hour after the work was finished.

Signature:

.....

Date: .....

Print name: .....

(Customer/Contractor performing hot works)

Signature:

.....

Date: .....

Print name: .....

(Harbour Master/Assistant Harbour Master)