

Terms & Conditions of Business

Updated 13 October 2026 • Carriden Boatyard Ltd.

Conditions of Use

1. The sale, transfer or gift of either non-standard buildings within the yard which have been built by customers or boats must have the approval of the director of Carriden Boat Yard Ltd., in writing, prior to any change of service agreement or ownership. Unauthorised sales, transfers or gifts may result in property reverting to the ownership of the company or in the case of boats, being removed from the yard. This does not apply to the sale of boats which are to be removed from the premises. It is therefore the responsibility of the present owners to notify Carriden Boatyard Ltd. of any changes of ownership in a timely manner and prior to any transaction being made. The foregoing is necessary for the smooth running of the Company.
2. It is the tenant's responsibility to notify boatyard staff, of the dates of entering and leaving Carriden Boatyard by email or text, at the start and finish of each service period.
3. Carriden Boatyard Ltd. processes personal data in accordance with the Data Protection Act 2018 and UK GDPR. We can hold 'Customer Details' exclusively for office use, on file and digitally. These details will be kept confidential, and will not be shared with any third parties, unless so as to comply with our contract or legal obligations.
4. All customers who have boats at the boatyard are responsible to keep their boats on trailers, and to maintain their trailers in good working order, in case their boat needs to be moved within the boatyard. Carriden Boatyard Ltd. retain the right to choose where boats are stored within the yard and to request that owners reposition their boats should it be found necessary.
5. Should owners be unable or unwilling to move their boats if requested, and, if after repeated requests to do so (one verbal and one written and one months' notice) owners fail to move their boats, Carriden Boatyard Ltd. retain the right to move customers boats, and to do so without accepting responsibility for damage to the boat, unless negligence by Carriden Boatyard Ltd., can be proven.
6. No items are to be stored under boat trailers, or on trailers, (except boats and ladders), without prior written agreement. Ladders are to be locked to trailers for security reasons. Ladders left unlocked to a trailer will be disposed of. Items stored on your boat and in your boat, are entirely your business, so long as your boat is in a fit state to be moved, if required.

Customers who have their own container/unit/shed at the boatyard are not to store additional items on top of, under, behind, beside or around their unit, without prior written agreement. Any thing left lying around will be disposed of.

7. All items within the boatyard and sheds, that are not accounted for within specific detailed written agreements, will be disposed of at the discretion of Carriden Boatyard Ltd. No compensation whatsoever, will be made for any losses of unaccounted for items, and disposed of items.
8. All customers within their own built units at the Boatyard are to keep their buildings in sound and safe condition, as well as good decorative state. Colours to be agreed for exterior paint (unless dark gray) with boatyard management. No additional building extensions are permissible. Also, electrical wiring within the units are to be kept up to UK wiring standards and are to be in safe working order. Carriden Boatyard Ltd. accepts no responsibility for customers own electrical installations, or personal safety in relation to their own electrical installations.
9. The Customers of Carriden Boatyard Ltd. must give their full contact details, an emergency contact, and details of their boats, at the time of entering into a service agreement with Carriden Boatyard Ltd. They must also agree to update these in writing in the event of any changes in their details or that of their boats. Customers are required to be photographed alongside their boat or container/unit, if requested. These images are for customer recognition and are exclusively for

internal use and are never shared. They are protected under our GDPR obligations and are stored accordingly.

10. All electricity consumed by customers, outside of boatyard provided lighting, is to be taken from agreed electrical service points that will be provided/allocated by Carriden Boatyard Ltd., upon request, and paid for at the current rates. Please ask Boatyard staff for further details and for prepayment cards as appropriate.

Security

11. Consideration should always be given to other tenants and their property. In the use of electricity, specifically within the sheds, fire safety is of the utmost importance at all times, and an appropriate risk assessment should be undertaken prior to commencing any work. No high-draw electrical equipment is to be left operating unattended, such as heaters etc. Please seek advice, if required.
12. Security awareness should be maintained at all times by boatyard customers, particularly relating to the locking of the sheds and gates. Last out, or when in doubt - lock up! We have been fortunate in the past, so far as accidents and theft are concerned - let's try and keep it that way! Customers must always bring their gate keys with them, in case they get locked in, by other customers leaving the yard. There is no rescue service for locked in customers!
13. CCTV Surveillance. As of summer 2026, Carriden Boatyard will operate a 24/7 CCTV system for crime prevention and safety. By entering the boatyard or accepting these terms, customers expressly agree to being filmed. All footage is handled in compliance with UK GDPR and government CCTV legislation.
14. There is a strict 'no smoking' policy within any shed or building within the boat yard.

Health & Safety

15. All customers must comply with the Health & Safety at Work Act 1974, and show respect to HSE Health & Safety working practices and accept full personal responsibility and liability for any harm done by them, to themselves or others, or their property or the property of others. Carriden Boatyard Ltd. has insurance to cover only fire and damage to buildings within the boatyard belonging to the Company, together with limited third-party liability to provide cover for accidents caused by Carriden Boatyard Ltd., to individuals. (This is available for inspection upon request by any customer) We would strongly advise you to insure your property against damage or loss, together with third party liability to cover you for damage to another person, or their property, as you will be held legally responsible for any harm or damage that you may cause, to others, and or their property, including to that of the Company. You are deemed to have understood this legal responsibility by accepting these Terms & Conditions.

Termination

16. Carriden Boatyard Ltd. shall have the right (without prejudice to any other rights, and in respect of breaches of the Company Terms and Conditions) to terminate any service agreement with a Boatyard customer. This would always be done in a reasonable manner, having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of the Boatyard and/or of the Boatyard's other customers. If the breach is capable of remedy, the Company may serve notice on the customer, specifying the breach and requiring him/her 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 customer fails to effect the remedy within that time, or if the breach is not capable of remedy, the Company may serve notice on the Owner requiring him/her to remove the Vessel or themselves from the Boatyard immediately.

Any form of dishonest, prejudiced, or threatening/violent behaviour will never be acceptable within Carriden Boatyard.

17. Customers who fail to pay their fees for three months in a row will have their agreement terminated, and will have to remove their boat from the boat yard immediately, upon having paid all fees due. Carriden Boatyard Ltd. shall have a general contractual 'Lien' over any vessel or property, for unpaid fees. The Company is entitled to retain possession until all debts are cleared in full. If the fees remain unpaid for over 3 months, Carriden Boatyard Ltd. reserve the right to sell the vessel or property for unpaid fees, after a further 21 days having given notice by recorded delivery post, to the customers registered address. Any surplus from the sale, after sale and administrative costs, (should there be one) will be held for the Owner.

Liabilities

18. Carriden Boatyard Ltd. shall not be liable for any loss or damage caused by events or circumstances beyond its reasonable control (such as severe weather conditions, the actions of third parties not employed by it or any defect in a customer's or third party's property); this extends to loss or damage to Vessels, gear, equipment or other property left with it for work or storage, and harm to persons entering the Boatyard and/or using any facilities or equipment.
19. All persons entering Carriden Boatyard Ltd. premises, facilities or using our equipment do so at their own risk. Carriden Boatyard Ltd. accept no responsibility for loss or damage arising from any causes whatsoever, unless such loss or damage is caused by or results from Carriden Boatyard Ltd. negligence.
20. Carriden Boatyard Ltd. shall take reasonable and proportionate steps with regard to the nature and scale of the Boatyard to maintain security at the Premises, and to maintain the facilities and equipment at the Boatyard in reasonably good working order. But in the absence of any causative negligence or other breach of duty on the part of the Company, Vessels, gear, equipment and other property are left within the Boatyard will be at the Owner's own risk and Owners should ensure that their own personal and property insurance adequately covers such risks.
21. Owners may themselves be liable for any loss or damage caused by themselves, their crew or their Vessels, and they are strongly encouraged to maintain adequate insurance including third party liability cover.
22. Carriden Boatyard Ltd. will have regular 'Big Clean Ups', and customers must accept that should they leave their property not contained within their boat or shed, Carriden Boatyard Ltd. have the right to dispose of items as they see fit, and will not be responsible to compensate for any losses. For large items (anything over 0.5m square), Carriden Boatyard Ltd. reserve the right to bring in a waste disposal contractor to arrange for the removal of the item(s) and bill the customer for the full cost of the disposal their property.

General Terms

23. Car parking – Please be mindful of our business needs and consider other users of the Boatyard. Do not park vehicle inside the boatyard except for loading and unloading, as this can cause congestion within the yard. There is very adequate parking outside our main gates.
24. These Terms & Conditions are subject to Scottish law and any dispute arising under them shall be submitted to the jurisdiction of the Scottish Courts.
25. These terms may be amended from time to time by Carriden Boatyard Ltd. in the interests of safety, good management or changes in industry practice or relevant legislative provisions.

These Terms & Conditions, (and all updated ones in the future) will be available to be read on the company website www.carridenboatyard.co.uk. Updated Terms and Conditions will be issued to all customers via email from time to time, however existing customers are responsible to keep themselves up to date on the current Terms and Conditions, by consulting the latest edition on the website. By instructing the Company to provide services, or by making payment to Carriden Boatyard Ltd. the customer is deemed to have read, understood and unequivocally accepted these Terms and Conditions in full.

Price reviews and increases

26. We normally review storage charges every two years, with the Retail Prices Index (RPI) as our primary guide. When reviewing charges, we may also take account of other reasonable factors affecting the costs of running Carriden Boatyard, including insurance, energy, property upkeep, maintenance, taxes, regulatory requirements and market conditions. Where significant unforeseen changes in these costs make it necessary, we may carry out a price review before the usual two-year interval. We will give customers at least three months' written notice of any increase, stating the revised charge, the reasons for the change and its effective date. A customer who does not accept the new rate may end their storage arrangement before the increase takes effect without a cancellation penalty, subject to settling amounts already due and making arrangements to remove their property.

Written acceptance

27. Before a new storage agreement begins, customers are asked to confirm by email or signature that they have read and agree to the dated version of the applicable Carriden Boatyard Terms & Conditions. Carriden Boatyard will retain a copy of the agreed terms and the customer's recorded acceptance.

Carriden Boatyard Ltd. is a company registered in Scotland