

HARBOUR AND SHIPYARD REGULATIONS

Clause 1 Scope of regulation

These Harbour and Shipyard Regulations apply to the full marina and/or shipyard consisting of the harbour, the shipyard, its (parking and storage) sites and the buildings situated on them.

In these Regulations the term storage means: the period in which the yacht is on the quay or moored with the intention of keeping the yacht out of use for a long period. The term harbour master/ yard manager means the person entrusted with the daily supervision of the marina or the shipyard.

Clause 2 Access marina

Unauthorised persons are not admitted to the marina/shipyard. Visitors have to report to the harbour master / yard manager. Any person who is present in the marina / shipyard has to follow the instructions of the harbour master / yard manager or his/her personnel and has to take note of the applicable safety and contingency rules on site.

Clause 3 Code of conduct

Any person who is present in the marina / shipyard is obliged to foster peace and quiet and cleanliness, to observe safety and to avoid giving offence by their behaviour.

In the marina / shipyard it is not allowed to:

1. cause a noise nuisance, use drugs and/or abuse alcohol;
2. discharge waste materials from the onboard toilet into the water;
3. pollute the marina with oil, bilge water, fat, household waste, animal excrement or other environmentally harmful substances;
4. let pets or animals run free;
5. clean vessels or cars with drinking water and/or non-bio-degradable cleaning agents;
6. winterize the vessel with non-bio-degradable antifreeze;
7. let the engines run, other than to move the vessel;
8. take moorings elsewhere than where has been agreed or indicated;
9. sail with hoisted sails, at an unsafe speed or at a speed which is a nuisance to others;
10. moor the vessel improperly, to neglect the vessel or to leave it in an unkempt condition;
11. use open fires (including barbecues);
12. leave property unattended outside the vessel;
13. swim or dive;
14. spend the night in the vessel or choose the vessel as a domicile and/or residence;
15. abuse the available internet connection by uploading or downloading large, illegal or immoral files;
16. to use the available power supply for charging batteries for electric propulsion without the permission of the harbor master.

The harbour master/yard manager may allow a temporary exemption from the actions set out under 1, 7, 8, 11, 12, 13 and 14. For paragraph 10, the harbor master/yard manager can take measures at the expense of the consumer. For clause 16 the harbor master/yard manager may exempt and/or require additional measures. Violation of this Clause will entitle the harbour master/yard manager to deny the offender access to the marina/shipyard.

Clause 4 Waste

Any person, who is present in the marina/shipyard, will be obliged to deposit any waste materials separately into the appropriate depots or collection points. Special waste/ dump materials will not be collected by the marina/shipyard. In order to remove the substances mentioned in Clause 3, under 3, the instructions of the harbour master/yard manager have to be followed. In the event of any violation, the harbour master/yard manager will be entitled to remove the polluting substances (or have them removed) at the expense of the person causing the polluting substances.

Clause 5 Liability and insurance

The harbourmaster/yard manager is not liable for damage of any nature or by any cause whatsoever inflicted on persons or goods or for the loss or theft of any item unless all this is the result of a failure attributable to him. The harbor master/yard manager is not liable for damage by using (hand) tools, climbing and scaffolding equipment or lifting equipment from the consumer or third parties.

The lessor is not responsible for insuring the vessels that are moored or stored. The lessee of the mooring or storage place will be responsible for adequately insuring (all risk or WA Casco insurance) his/her own vessel.

Clause 6 Use of berth or storage by third parties

If the lessee of a mooring or storage place wants to give the use of his vessel, accessories and/or mooring or storage place to a third party, he will have to obtain in advance the consent of the harbour master/yard manager. In case of shared ownership of the vessel, the identity, by operation of law, of all owners must be verified by the harbor master.

Clause 7 Prevention of harmful behaviour

Any person present in the marina/ shipyard, will be obliged to observe safety for people, animals and the environment and to prevent damage being inflicted or a danger occurring by carelessness or not complying with the (harbour / shipyard) regulations.

Clause 8 Prohibited during storage

During the storage it is not allowed to:

1. leave gas bottles and separate fuel tanks on board;
2. use the (on-board) heating without any direct supervision;
3. charge up batteries (on board) without direct supervision;
4. leave the vessel connected to the land power without direct supervision.

Clause 9 - Duty to report

The lessee shall report:

1. Prior to lifting, which type of underwater system or paint has been applied. The lessee will also indicate the correct position on the vessel for positioning the lifting straps by means of identifying marks on the hull.
2. The lessee shall report prior to storage whether the vessel is equipped with lithium batteries. The lessor has the right to check the battery and charging systems on board.
3. The lessee shall disconnect lithium batteries from the on-board power supply during the period of storage as far as practical.
4. The lessee shall remove all secondary lithium batteries (tools/laptops, etc.) from the vessel to be taken into storage
5. If the lessee fails to comply with its obligations under this clause, the marina/shipyard may decide to withdraw the offer to conclude a storage agreement, or - insofar as the agreement has already been concluded - to terminate this agreement with immediate effect.

Clause 10 (Prohibition) work during storage

The lessee reports prior to lifting what type of underwater system or paint is applied. Also, the lessee designates the proper position on the vessel for placement of the lifting straps.

During storage it is not allowed to:

1. carry out (have carried out) work to (paid or unpaid), in or on the vessel;
2. remove or move supports or wedges;
3. block escape routes, jetties and exits;
4. smoke in the sheds.

The harbour master/yard manager can only grant a temporary exemption from certain activities under 1. However, activities creating a fire hazard such as welding, grinding, burning and working with naked flames in general are at all times forbidden. Violation of this Clause, will entitle the harbour master/yard manager to deny the

offender immediately and for an indefinite period of time access to the marina/shipyard.

Clause 11 Prohibition of commercial activities

It is not allowed without the explicit consent of the harbour master/yard manager, to make the moored or stored vessel or the mooring or storage place the subject of commercial activities. By the latter is also meant the sale of the vessel and/or its accessories as well as placing signs, notices and details to this end.

Clause 12 Cut off power supply

The harbour master/yard manager is entitled to cut off the power supply of the sheds and/or workplaces. He is also entitled to restrict access to certain locations.

All agreements concerning the hire or hiring out of moorings are governed by the HISWA general terms and conditions for the hire and hiring out of moorings and storage places. All agreements for the provision of services and contracting for work are governed by the HISWA General Terms and Conditions of Sale and Delivery. These general terms and conditions will be issued to you on request but can also be viewed on www.hiswa.nl. For the protection of personal data, the entrepreneur refers to the Privacy-Statement.