

LONDONDERRY PORT & HARBOUR **COMMISSIONERS**

RULES FOR USERS OF THE FOYLE MARINA

1. In these Rules and Conditions, the “Port” shall mean Londonderry Port & Harbour Commissioners and/or its Agents to whom the application for berthing is made. The expression “Foyle Marina” shall include any Yacht Harbour, Marina, Moorings, or any other facility for berthing a yacht or motorboat. The expression “owner” shall include a Charterer, Master or Agent or other person for the time being lawfully in charge (other than the Port) of the vessel or vehicle.

2. All vessels and vehicles in or on the harbour, Marina or property of the Port berthed, moored or parked may be moved by the Port at the sole risk of the Owner. The Port and its employees, accept no responsibility for loss, damage or theft of vessels or vehicles or any articles left thereon or any accessories there of or any other property of the Owner or others occurring from any cause whatsoever. Owners are required to insure their vessels and the contents thereof adequately against loss or damage including third party claims and salvage including both public liability and employers liability so as to indemnify the Port against any claim occurring as aforesaid in connection with the Vessel. The Port may require evidence of insurance to be produced.

3. (a) Except with the written consent of the Port, which may be withheld
At the Port’s sole discretion, no part of the Port’s properties,
Or the vessel, shall be used by the Owner for any commercial purposes,
Including hiring, embarkation of charter parties, sale or demonstration for
Sale or hire of the vessel, provided the occasional use of the vessel by a
Personal friend of the Owner on payment to the Owner of a contribution
towards the actual running costs of the said vessel shall not be deemed a
commercial purpose hereunder.

- (b) The Owner shall upon request by the Port supply to the Port full details in
writing of all such use under the Provision of this Rule.

- (c) The Owner shall be permitted to arrange a private sale of not more than one
vessel (such vessels usually being berthed at Port’s Marina) during any one or
more periods of twelve consecutive months of the License granted to the
Owner.

In the event of such a private sale:

- (i) The Owner shall be present at all times during which the vessel is to be viewed and he shall not be permitted to display a "For Sale" notice on his vessel whilst at the Port's marina.
 - (ii) The Owner shall not be required to pay commission to the Port upon such a private sale except where prior notice has been given by the Port of a higher rate of commission.
4. No work shall be done to the vessel whilst in the Port's Marina or laying-up area (except with the written consent of the Port which may be withheld at the Port's sole discretion) 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 any nuisance or annoyance to any other users of the Harbour facilities, or any person residing in the vicinity.
 5. The Port have the right to exercise a general lien upon any vessel and/or her gear and equipment whilst in or upon their premises or afloat at any of their berths until such time as any money due to the Port in respect of the vessel and/or gear whether on account of rental, storage, commission or berthing charges, work done or otherwise shall be paid.
 6. The Port shall have the right (without prejudice to its rights in respect of subsisting breaches of this License by the Owner) to terminate the License granted to the Owner in the event of the Owner failing to observe any of the regulations and conditions of berthing and upon notice specifying the breach and requiring removal of the vessel being sent by recorded delivery post to the Owner at his last known address, he will remove the vessel within 28 days. On failure to remove the vessel at the expiration of the said period of 28 days, the Port shall have the right to remove the vessel from the Marina and thereupon shall secure it elsewhere and may charge the Owner with all the costs arising out of such removal including alternative berthing fees.
 7. The Port shall have the right to moor, re-berth, board, enter or carry out any emergency work on the vessel at the owners sole risk if in the Port's opinion such be necessary for the safety of the vessel or the safety and/or convenience of other users of the Marina or for the safety of the Port's Marina, plant and equipment and the Owner shall pay the Port reasonable charge for such work.

8. The Owner shall not lend or transfer the berth (this License being personal to the Owner in relation to a particular vessel and non-assignable) nor shall he use it for any other vessel without the prior consent of the Port.
9. The vessel shall be berthed or moored by the Owner in such a manner and position as the Port may require and the necessary warps and fenders shall be provided by the Owner. No fixtures or fittings may be attached to the Port's property without their consent in writing.
10. Nothing in this License shall entitle an Owner to the exclusive use of a particular berth particularly during events. The berth allocated may, or may not be alongside the pontoon. At the sole discretion of the Port, it may raft up vessels to a maximum of 3 deep on either side of the pontoons.
11. All persons using any part of the Port's marina or facilities for whatsoever purpose and whether by invitation or otherwise, do so at their own risk.
12. The vessel, when entering or leaving the Marina shall not be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the Marina. Vessels are at all times subject to the speed, restrictions and bye-laws of Londonderry Port and Harbour Commissioners.
13. No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Marina so as to cause any nuisance or annoyance to the Port, to any other users of the Marina, or 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 shall be secured so as not to cause such nuisance or annoyance.
14. No refuse noxious substances, paints, oils, fuels or sewage shall be thrown overboard or left on the pontoons, jetties, or disposed of in any way other than in the receptacles provide by the Port. In the event of refuse being thrown overboard or left on the pontoon then the owner of the berth shall be immediately fined the sum of **£125.00** which shall be paid forthwith.
15. Dinghies, tenders and rafts shall be stowed aboard the vessel unless a berth is separately provided by the Port.

16. No items of boats, gear, fittings or equipment, supplies, stores, or the likes shall be left upon the pontoons.
17. The Owner shall take all necessary precautions against the outbreak of fire in or upon his vessel.
18. The foregoing Rules and Conditions shall apply to all Marina users and may be altered or amended from time to time by the Port.
19. The Port may increase the rental at any time with fourteen day's notice, which notice shall be published at the Port 's office.
20. The Port reserves the right to take such action, as it may deem necessary to mitigate any nuisance or annoyance caused by halyards (see clause 13 above) and the Owner agrees to pay the Port 's charges thereof.
21. In the event of no refueling berth being available, vessels owners and crews shall take all reasonable due care and attention to protect the environment and minimize the risk of fire whilst refueling their vessels.
22. The Owner, is required to provide the Port with all particulars of the vessel, her crew, gear and contents which might affect use of the berth as the Port otherwise accepts no responsibility for the suitability of any berth, structure or gear provided.
23. All keys to the Marina are the property of the Port. A key fob will be provided at a cost of £3 for each key. Key fobs are programmed for the length of stay, duration of license agreement. Authorized persons only, vessels owner's and crew are only permitted to use the access fob.
24. Berth holders may not bring dogs or other animal pets onto the Port 's premises.

In view of the proximity of rabies on the Continent of Europe the Port may at any time and without prior notice require that all dogs and other animals be removed from its premises. No animal taken abroad (other than in Great Britian & Ireland) may be brought into the Marina and any Owner suspected of so doing will be reported to the Authorities.
25. All Marina users should obey the safety signs and instructions applying to the Harbour.

26. The granting of a berthing license does not convey any entitlement, to the license holder, to further licenses beyond the date of the current license.
27. On expiry of a current license the owner shall remove his/her vessel from the Marina.
28. All marina users must ensure that that toilet and shower units are kept clean and tidy at all times. Any malfunction should be reported to the Port via Harbour Radio.
29. Marina users must ensure that the access gates at the head of the gangways are securely closed on exiting the facility.
30. Children must be accompanied by an adult at all times and appropriate lifejackets should be worn by children when on the pontoons.
31. Owners are responsible for reporting to the Port any accidents involving injury to any person or damage to public or private property that occur as soon as possible after they occur.
32. Owners take full responsibility for the sea worthiness of their vessels and any damage caused by the vessel or its equipment.
33. All invoices must be paid within a 30day period, any remaining outstanding after this period will be subject to interest and past to our legal department for collection.
34. No refuse shall be thrown overboard or left on the pontoons or disposed of in any other way other than in the receptacles provided by the company or by removal from the premises.
35. Owners and guests and crew must take due care of all property and facilities belonging to the Port and a fine may be levied for any damage caused to company property.
36. Owners, guests and crew are reminded that there vessels are at all times subject to the speed restrictions and bylaws of Londonderry Port and Harbour and the requirements and powers of regulatory authorities, including but not limited to the Maritime and Coastguard agency and the Health and Safety Executive.
37. Owners, Guests and crew are to be mindful when navigating in and around the Port and the Navigational channel of Londonderry Port that there are limitations imposed on large vessels navigating within a channel. Small vessels are required by international regulations not to impede the passage of a vessel which can only navigate safely within said channel. Leisure craft and small vessels are not to impose on the safe passage of large vessels and to keep well clear. If navigating in

the vicinity of large commercial vessels then a listening watch should be maintained on VHF Ch14.