

PORT REGULATIONS
“Port Cousteau” MARINA CONCESSION
2014/2034
CASTELSARRASIN
Tarn et Garonne
France

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CHAPTER I : RULES FOR ALL PORT USERS

Reference

These rules were drawn up conforming with the terms and conditions of concessions as established by the French Waterways Board and harbour regulations valid at the time of writing.

Definitions

The term concessionnaire designates the town of CASTELSARRASIN, represented by the mayor Mr Jean-Philippe Bésiers, as voted by the Town Council on 30/06/2014

ARTICLE Preliminaries – Definition and allocation of concession zone

The zone allocated comprises:

The concessionnaire is allowed the use of approximately 5462 m² of hard standing for general operational use.

The surface of water available for use in the marina will be approximately 8093 m².

The necessary navigation channel is **not included** in the concession parameters.

The concessionaire will have the use of the following structures and installations in the marina (as defined above):

- ā a quay length of approximately 600 m,
- ā berthing quays for a maximum of 75 vessels.

Article 1 - Access to the port – manoeuvring in the port

Harbour Master's office opening hours can be found in appendix n°1.

1.1 – Access to the port is authorised only for boats in a navigable state; that is to say, capable of navigating according to the category, type and designation of the craft other than in exceptional circumstances declared as such by the port authority or delegates; with the proviso that no risk is engendered.

1.2 - The pilot of the boat should make him/herself known to the port authorities upon arrival and show knowledge and understanding of the rules and procedures. (see articles 10 and 13).

1.3 – Admission :

1.3.1 – All types of boats: admission is authorised for loading, victualling or in case of exceptional circumstances.

1.3.2 – Pleasure craft: are authorised permanent admission under the conditions specified in chapters II and III of these regulations.

1.3.3 – Boats for group use:

a) for boarding and landing only: admission is authorised at the designated quay (details and times are posted in the Harbour Master's office *).

b) over and beyond the period necessary for embarkation and disembarkation of passengers (waiting time, stop over/port of call, lengthy period): admission is only authorised if an alternative boarding/landing berth can be guaranteed elsewhere in the port.

In this case, a convention needs to be drawn up between the concessionaire and the owner of the boat concerned.

1.4 – Launching and landing of boats at the designated slipways are subject to prior authorisation by the concessionary agent and payment of appropriate fee for which a receipt will be issued.

1.5 – Any other form of launching (by crane... etc.) is subject to prior approval by the concessionaire or his delegates.

1.6 – The port authority establishes the order of entry and departure by boats in the port. The crews must follow these directives and take the necessary measures to prevent accidents during their manoeuvring.

1.7 – Maximum speed within the port boundaries is fixed at 3 km per hour (approximately 2 knots).

1.8 – Except in the case of immediate danger, no boat may drop anchor in the channel, outer harbour or harbour. Anchoring is also forbidden at moorings and piles.

1.9 – Manoeuvring in the harbour is limited to that necessary for docking and/or leaving the quays, pontoons and cat-ways (finger pontoons) .

2.0 – Craft of exceptional size (barges for example...) are authorised to turn around in the approach channel and outer harbour only.

All other manoeuvres are strictly forbidden.

ARTICLE 2 - Mooring

2.1 – Mooring is strictly forbidden in the approach channel, with the exception of the welcome berth, and temporarily in certain exceptional cases accepted by the Harbour Master.

The owner or crew of vessels putting in as a port of call at a late hour should dock at the welcome pontoon in the harbour entrance. Failing this, any vessel occupying a position already assigned will be moved next morning at the owner's costs, risk and liability. As soon as the Harbour Master's office opens, the owner should proceed with the necessary admission procedures.

2.2 – Boats may moor only to bollards or other structures provided to this effect in the harbour and this at the owner or representative's liability. On the banks, mooring should be in accordance with canal regulations in force.

Double mooring side by side is only authorised with approval from the concessionaire's agents. Permission must be obtained from the owner or caretaker of the adjacent boat where possible. It is categorically forbidden in the canal reach.

2.3 – Reserving a mooring: bookings will be taken when vacancies occur and will be registered upon payment of the fee corresponding to the period desired (see articles 10 onwards).

2.4 – In the case of absolute necessity, for technical or security reasons:

- the concessionaire's agents may, at any time require the crew, or person nominated by the owner, to be able to carry out any manoeuvres as may be ordered.
- In the owner's absence the concessionaire's agents are qualified to carry out, or have carried out by a third party, manoeuvres deemed necessary without the owner's responsibility being in any way diminished.

2.5 – The owner, crew or caretaker of the vessel cannot in any circumstances, refuse to accept a mooring line nor leave their moorings in order thus to facilitate movement of other craft.

ARTICLE 3 – Precautions and safety measures in case of outbreak of fire

3.1 – It is forbidden to light fires on pontoons and other installations in the port and to have naked flame lighting (except in areas designated to this effect). To avoid risk of explosion, it is forbidden to have a naked flame in the vicinity of flammable substances in an insufficiently ventilated area.

3.2 – Owners must comply with requirements and regulations in force regarding lighting, heating and evacuation systems of their craft. In the case of failure to comply, they may be banned from using their craft.

Use of defective, or poorly installed, equipment may be forbidden by the concessionaire's agents licensed by the port authority to inspect and control same.

It is forbidden to smoke during refuelling.

Connection to the electricity grid in the concession zone must be in accordance with current regulations and may be checked by the concessionaire's agents.

3.3 – No dangerous substances or explosives may be stored on board other than distress signals (such as Very pistols) and necessary fuel. It is forbidden to smoke in the fuel storage area where these flammable, hazardous substances are stocked.

The containers for these substances should comply with the regulations in force for the type and category of craft.

Refuelling with hydrocarbon and other dangerous substances must be carried out according to regulations.

3.4 – Boat owners are obliged to carry appropriate, regularly checked, fire extinguishers aboard according to current fire regulations.

3.5 – In case of fire within the concession zone, the owner or person in charge is expected to take initial action with their own fire extinguishers. There are extinguishers placed at regular intervals around the port (directives on fire precautions and safety measures are posted at the Harbour Master's office).

In addition, owners must observe and comply with the fire prevention requirements as stated by the concessionaire.

In case of fire on quays or in neighbouring urban developments, all vessels must comply with precautionary measures as laid down by the port authority. In the case of outbreak of fire on a craft, the owner must immediately notify the port authority and fire brigade, who may require assistance from other boat owners.

ARTICLE 4 – Working practices

No boat may be built or destroyed within the concession zone.

Within the confines of the harbour and its outlying buildings, major works affecting the hull and/or necessitating work on land should be carried out in areas of the Marina designated to this effect (except in exceptional circumstances when the boat's entire structure is threatened).

The port authority lays down precautions and directives for all works carried out upon a vessel afloat. They may restrict the days/times when these works may proceed.

Any work involving spills or dangerous substances is absolutely forbidden.

Any other repair or maintenance works to the interior and/or exterior of boats must be carried out according to days and times as specified in appendix n°2.

The owner should ensure that these works do not create a nuisance or annoyance to other users of the Marina.

ARTICLE 5 – Boat maintenance

5.1 – All boats berthed in the Marina must be kept seaworthy, capable of self-propelled movement and in reasonably smart condition.

If the concessionaire or his representatives notice a boat in structural disrepair, seemingly abandoned, at risk of foundering or causing damage to neighbouring vessels or structures, they are entitled to require the owner and, if urgent, the person in charge designated by the owner, to

repair the boat or remove it from the water.

If necessary repairs are not carried out within the set deadline, the concessionaire reserves the right to remove the boat from the water at the owner's risk and costs.

In case of no-show by the owner, the boat could be removed from the water at the owner's risk, and costs, as stated above and without liability to the concessionaire or his representatives.

5.2 – Should a vessel sink in the harbour or approach channels, the owner or person in charge of the boat is responsible for its removal without delay, after negotiations with the Port authority as regards the manner of execution.

In case of non-compliance by the owner, the Marina authority will employ all necessary means to hasten proceedings, at the risk and costs of the owner.

ARTICLE 6 – Life aboard / within the Marina parameters

6.1- General rules apply as laid down by the concessionaire according to the overall berthing capacity of the Marina.

6.2 – Electricity boxes are 230V volts and are provided solely for use aboard or recharging batteries and minor maintenance work. It is strictly forbidden to leave an electricity supply connected in the absence of the owner or person in charge of the boat. Electrical cables and power points should be in accordance with health and safety regulations in force. Owners must not tamper with, nor modify in any way, existing electrical installations. The harbour watchman may disconnect any boat whose cables and connections do not respect these requirements.

In order to avoid the risk of excessive demand on the power supply during winter (between 15th October and 15^h April annually), the number of boats using electric heating for domestic habitation purposes is limited, *until such time as the electrical capacity in the Marina may be increased.*

Should the number of boats using electric heating be in excess of the current capacity, and only in this case, the Marina port authority reserves the right to refuse connection to the Marina's power supply.

6.3 – All mails addressed to berthed boats will be held in 'poste restante' at the harbour Master's office for a period of one year maximum, available to the addressee with no guarantee of any nature other than that of discretion. Telephone messages will be posted on a noticeboard outside the Harbour Master's office.

6.4 – It is forbidden:

- to throw soil, rubble, refuse or noxious substances or liquids on pontoons, jetties or other installations nor dispose of same on or into the Marina and navigation channels
- to dispose of waste. Household rubbish must be disposed of in the containers provided to this effect in the concession zone. All other refuse should be disposed of according to the Marina refuse policy
- to collect mussels or other shellfish from structures in the harbour
- to fish in the harbour, the roads and in the approach channels or generally, from any installations within the harbour

6.5 – Use of water supply: owners are requested to be economical in their use of the water supply provided by the marina. Supply taps at mooring berths are intended for consumption aboard only. Non nautical use, notably cleaning of cars or trailers, is forbidden. Water pipes are equipped with an automatic shutoff for when not in use. Boat owners are asked to respect water supply restrictions or temporary suspension as decreed by the Prefect of the department or Mayor.

ARTICLE 7 – Circulation of vehicles

Parking within the Marina is limited in order to allow loading and unloading of materials, victuals or other vital items on and off boats.

Vehicles other than those belonging to Marina users may be allowed to circulate and park in special circumstances (e.g. removals vans) after prior approval by the concessionaire's representatives.

Ambulances, fire engines and police vehicles are exempted from this ruling.

Items, whether miscellaneous, for fitting-out or victualling, should not remain on quays, mooring pontoons, slipways and hard standings longer than the time necessary for loading or unloading, or such time as determined by the concessionaire's representatives in advance.

Washing or repairing cars is forbidden in the Marina.

ARTICLE 8 – Structural modifications – civil responsibility

8.1 – Port users can in no way alter any structure or their disposition.

Users shall promptly report to the authorities all damage to the Marina or any plant, machinery or equipment, whether their fault or otherwise. Users are legally responsible for any damage caused, with the exception of Acts of God.

All damage shall be repaired at the cost of those found to have incurred same in conformance with infractions of the public highways code.

8.2 – Boat owners are responsible for any damage by negligence, accident or non-observance of these regulations they may cause to boats, structures or other users. Each boat owner is obliged to have a policy of third party and public liability insurance in respect of claims for damage to persons and property. In addition, owners should carry insurance for wreck removal and shall provide evidence of such insurance whenever so required.

Users of the Marina who suffer damage to their property by other users or visitors to the Marina should conduct independent legal action in order to obtain compensation for damage caused, this without intervention by the concessionaire.

ARTICLE 9 – Sports activities

In the context of the programme of leisure activities organised by the Marina, and as agreed in any convention duly signed by said concessionaire, certain sports are permitted.

9.1 – Use of pedal-boats, canoes, bikes etc is conditional upon:

- agreement by the concessionaire
- payment of hiring fee and deposit
- responsibility waiver signed by parents for unaccompanied minors
- wearing of lifejacket for canoeing, minors and non-swimmers
- conformity with these regulations and security guidelines laid down by the Port Authority.

In general, and this includes signed conventions, sports which are forbidden include:

- sailing and swimming in the harbour waters
- use of man-powered craft (rowing boats, canoes, pedal-boats...) in the harbour other than the outer harbour and the navigable reaches giving access to the canal. Priority is always to be given to moving boats when negotiating this inner “channel”. Users must ensure the absence of navigating boats before engaging the canal
- all circulation within the Marina using hired bicycles, other than to reach the canal banks

9.2 -Any irregular use of material hired out by the concessionaire, potentially causing damage, may incur immediate non-refundable cessation of hiring agreement.

9.3 – The concessionaire takes no responsibility for any incidents resulting from non-conformity to these regulations.

Children using hired items are under their parents' control and responsibility.

CHAPTER II : SPECIAL RULES APPLYING TO PORT OF CALL/STOPOVER/VISITOR'S MOORINGS

(less than 1 month unless special exemption by port authority police)

ARTICLE 10 - Formalities

10.1 – Any boat entering the Marina concession zone as a port of call/stopover/visitor must complete the following declaration of entry at the Marina office immediately after arrival:

- name, characteristics, French registration or registration number
- owner's name and address
- name and address of person in charge designated by the owner in case of crew's absence and contact details of person mandated by the owner to represent his interests
- insurance policies for the boat (minimum civil liability and third party)
- expected date of departure from the Marina

In case of change of anticipated date, a rectified statement should be submitted forthwith at the Harbour Master's office.

Berthing fee to be paid upon entry, to cover the anticipated period.

A declaration of final departure from the Marina must be deposited at the concessionaire's office.

Entry and departure declarations are recorded chronologically in a register and allocated reference numbers.

Use of Marina facilities are subject to:

- requesting a copy of regulations
- advance payment of appropriate fees
- familiarisation of premises and equipment

These facilities include availability of:

- toilets and showers
- utility room (washing machine and tumble dryer)
- pedal-boats, canoes, dinghies
- bikes
- water and electricity ... the list is not exhaustive!

ARTICLE 11 – Allocation of berths

11.1 – The berth for each boat in the marked space, is allocated by the concessionaire's

representatives responsible for management of the Marina and is done on a basis of availability. Only the concessionaire's agents may derogate from this procedure.

11.2 – Boats may moor in the Marina as port of call/stopover if space is available as determined by the Harbour Master's office. Limited to 30 days (unless exceptional circumstances merit otherwise) and non renewable. Over and beyond this period a regular mooring berth will be allocated according to chapter III.

Users on port of call/stopover shall move their boats should they be requested to do so by the port authorities for organisational or security reasons.

Upon request, owners should leave an initially designated, temporarily available berth if this is already allocated to another owner.

11.3 - Boats on port of call/stopover arriving out of the Harbour Master's office opening hours are requested to moor at the visitors' pontoon when possible rather than elsewhere in the Marina. Owners must complete the registration procedure as set out in Article 10 as soon as possible.

ARTICLE 12 – Mooring at the welcome berth

Mooring at the welcome berth for *any* boat is limited to the time necessary to complete registration formalities, refuel and stock up water supply.

Beyond this time:

a) For either port of call/stopover or longterm mooring, a berth will be allocated by the concessionaire (see chapters II and III).

b) Boats for group use:

- For embarkation/disembarkation, the boat should use the designated berth.
- A passenger waiting area will be allocated by the Harbour Master.

If necessary, a port of call/stopover mooring will be designated (see chapters II and III).

Specific priority mooring times may be designated for boats for group use in accordance with specific conventions established.

These schedules will be posted at the Harbour Master's office.

Owners or crews arriving as port of call/stopover at a late hour should berth at the welcome pontoon. Otherwise, the following morning the craft will be moved at the owner's risk and costs. As soon as the Harbour Master's office opens, the owner or crew must complete the necessary obligatory entry formalities.

CHAPTER III : SPECIAL RULES FOR LONG TERM MOORING (longer than port of call/stopover)

ARTICLE 13 - Formalities

Formalities are identical to those described in Articles 10, 11 and 12 with the exception of method of payment which should be at the beginning of each month due.

Rental period is limited to one year and is **not** renewable by tacit agreement. A further contract can only be drawn up following specific demand by the boat owner.

ARTICLE 14 – Fees – policies – payment delays

14.1 – Fees are payable annually on the 1st January and as are detailed in the attached appendix as well as being posted at the harbour Master's office when updated and applicable.

14.2 – Each boat owner must pay berthing fees due within 15 days of reception of bill.

14.3 – Allocation of electricity meters is name specific and according to availability, and liable for a meter rental fee.

It is forbidden to connect directly to the concessionaire's electrical supply. Rules appertaining to connection will be clarified at the time of leasing.

Bills are calculated pro rata to consumption of electricity and include the meter rental aforementioned.

14.4 – In case of nonpayment of bill and after one reminder, owners must settle outstanding amounts within 15 days or, if in difficulties, demand a debt repayment plan. Otherwise the preferential tariffs for long term berthing will cease to apply.

Over and above six months arrears, or in case of outright fraud, legal proceedings will ensue.

14.5 – All boats must be in keeping with the legislation in force according to its navigational category.

ARTICLE 15 – Absence – sale of boat berthed on leased mooring

15.1 – All lessees must inform the Marina authorities of any absence of more than 10 days. This declaration should include the anticipated date of return.

If a boat is absent from its mooring for a month or longer, the owner shall be entitled to the carrying forward of fees due (in whole months) for the period absent.

In the absence of said declaration of absence, after ten days the concessionaire will consider that the berth has been vacated and can reallocate same until return of former occupant.

15.2 – Should a boat moored in the Marina be sold, the seller must inform the Marina authorities as soon as the sale is concluded.

In the event of sale, berthing rights are not transferrable.

The concessionaire may, without prejudice, be able to allocate another berth if available.

ARTICLE 16 – Canal out of service

The concessionaire is exempt from all liability in the case of any incident arising from the canal being out of service; this for the entire period.

In these circumstances, the marina authorities have the right to reallocate moorings for security reasons.

Docking for keel type ships will take priority over flat bottomed or landing craft (dinghies etc)

Owners must follow directives issued by the Marina authorities in order to achieve smooth handling of necessary manoeuvres.

In the owner's, or his representative's, absence, the concessionaire or his representatives may take any action necessary to ensure said manoeuvres with no ensuing responsibility.

All manoeuvres carried out by the boat owner or his representative in no way engage the concessionaire's liability.

CHAPTER IV : SPECIAL RULES APPLICABLE TO USE OF HARD STANDING/MARINA FORESHORE AND PONTOONS

ARTICLE 17 – Quays, hard standing, pontoons and “cat ways”(finger pontoons)

17.1 – Occupation of hardstandings for private use is forbidden.

All engineering works in the concession zone must have prior written consent.

17.2 – Quays and access routes in the concession zone must be kept free of obstacles hindering circulation. They must in no case be encumbered by any substances or materials (the Marina provides receptacles for the disposal of any such materials).

17.3 – Boats, and their dinghies or tenders, may not stay on hard standings longer than the period necessary to launch, land or be placed on the slipway, other than in the areas designated and with prior consent by the concessionaire.

17.4 – Use of pontoons and “catways” (finger pontoons) is restricted to the concessionaire's representatives, boat owners and persons using boats moored in the Marina.

The concessionaire shall not be held responsible for any incident and/or accident which may occur on these structures unless these are due to lack of proper maintenance of same.

17.5 – The concessionaire shall in no way be liable for imprudent acts committed by unauthorised persons in the public domain of the concession.

17.6 – Pets should be kept on a lead and owners are responsible for disposal of all excrement.

CHAPTER V : GENERAL RULES

ARTICLE 18 – Application of regulations

The concessionaire's representatives are charged with ensuring the directives within these rules and regulations are carried out and to enforce security measures within the concession zone.

The application of these rules is overseen daily by the Port authorities who will intervene in the event of any problem or incident. Depending on the nature of the problem they will take the following action:

- Technical: they will seek assistance from the Technical department/PWD to ensure a prompt solution
- First aid: they will call the fire brigade
- Security: Traffic or Municipal police officers may be summoned to the scene

ARTICLE 19 – Policing and fines

Infractions of the rules and regulations, disobedience or any other offence affecting the marina and its outlying structures will be subject to a fine delivered by the Port authorities who are responsible for the maintenance of law and order.

Details of said fines, depending on the nature of infraction committed, are transmitted to the civil servant responsible for same.

ARTICLE 20 - Responsibility

20.1 – Boat owners are responsible for any infringement of regulations which may be caused by their craft, no matter by whom and even in their absence.

20.2 - The concessionaire cannot be held liable for:

- inconvenience or delay due to navigational difficulties or hindrances on the canal
- inconvenience or delay due to the canal, being out of service
- theft and damage to boats
- damage or nuisance caused by maintenance of the navigation channels or general administration of the waterways by the administrator
- power cut caused by failure to respect article 6.2
- fraudulent use of powerpoint by unknown persons out of normal surveillance hours by Marina authorities, or in the case of nonobservance of article 14.3
- incidents and/or accidents as explained in article 17 paragraphs 4 and 5

NB These malfunctions cannot give rise to refund or reductions of fees due.

ARTICLE 21 – Litigation

In case of dispute and after attempts at conciliation by the concessionaire, the local court will be authorised to rule on the matter.

ARTICLE 22 – Specific conditions

Representatives of the Waterways navigation services should be able to circulate freely within occupied areas.

Executed in Toulouse, in two copies

date.....

Without prejudice,

the responsible authority and concessionaire

the territorial director for the South West

“lu et approuvé” (read and agreed)

Mr Jean-Philippe Bésiers

Mr Patrick Butte

List of appendixes:

appendix n°1: port authority opening hours (see article 1)

appendix n°2: days and times for carrying out works (see article 4)