



NAUTIC'HAM
Basse-Ham Marina

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MARINA INTERNAL RULES AND REGULATIONS

APPLYING TO ALL BOATERS AND USERS

1. GENERAL PRACTICE

1.1 All users of the Marina shall comply with the instructions given by the Harbour Master or his back-up for the application of the abovementioned Rules and Regulations Notice.

1.2 Access to the port is reserved for pleasure watercrafts of all categories, up to 25 meters length overall, with all of the corresponding documents and a proof of third-party liability insurance policy including the ongoing wreck removal option.

1.3 Marina's Management reserves all rights to refuse access for watercraft which is not in good repair, buoyancy and safety condition. The vessel Owner shall at all times be responsible for the proper upkeep, safe condition and maintenance of the boat and shall carry out its maintenance. A breach of these terms may result of the penalty termination of the contract.

1.4 The maximum vessel water speed limit of 2 km/h is in place within the Marina and must be navigated under mechanical means when entering/leaving the channel.

1.5 Fishing is not permitted in the entire Marina and its access channel. (Decision No. 2017-DDT / SABE / EAU-N°4 of 24 February 2017). Subject to article R.436-79 of the Environment Code, its violation provides penalty of a 4th class fine.

1.6 Swimming is strictly forbidden in the Marina.

1.7 The practice of nautical motor vehicles such as jet ski and per personal watercraft is prohibited within the Marina unless practice supervised by a qualified instructor is authorized.

1.8 Pets are welcome at the Marina on condition to be kept on a lead. In no case, even attached, they must not remain in the Marina or aboard the boat in the absence of their owner. Pet's owner will be held liable for any accident/incident caused by his wandering pet within the Marina.

1.9 Dangerous breed dogs (in France classified in first and second category) shall be muzzled and their Owner must be able to provide all related documents without fail.

1.10 Pet's Owner shall clean up after his pet in the Marina. Dog poop bags are available throughout Pet Waste Bag Dispensers in the Marina.

1.11 Political or religious meetings and commercial advertising are strictly prohibited in the Marina. Total silence must be respected between 10:00 pm and 7:00 am.

1.12 The boater shall conform his behaviour and outfit to decent and correct ones bearing in mind the morality and the community oriented savoir-vivre manners.

1.13 No waste is to be thrown in any part of the Marina except in the designated household waste containers within recycling bins and specifically provided receptacles for waste oil disposal and toxic or noxious substances like boat's careening waste products.

1.14 For aesthetics matters, it is forbidden to erect any laundry or washing line or allow any washing to be displayed on the boat or on the exterior of the vessel within the Marina.

1.15 It is forbidden to store any materials, bikes, etc. on the pontoons. No stem, bowsprit or any other extension fore and aft of the boat shall obstruct the passage of pontoons users.

1.16 Routine maintenance and upkeep works are tolerated if they are carried out by the Owners themselves on condition of respecting other boats and Marina infrastructures in the immediate surroundings.

1.17 Any major or hot works will require a prior written consent of the Harbour Master's Office.

1.18 Fresh water supply via permanent connections are not allowed for obvious reasons of risk of sinking.

1.19 Any boater shall take all appropriate precautions and measures to avoid in particular:

1.19.1 any theft, robbery, unlawful or criminal act of which he could be a victim while using Marina's facilities or services. Please, note we are not responsible for such acts.

1.19.2 any damage to vessel caused by the improper mooring or a breakage of any boat's fixed element or any other cause whatsoever (in particular related to adverse weather conditions)

1.19.3 harbour waters pollution.

1.20 Particular attention is drawn to boat Master and boat Owner of the fact that it is forbidden to keep on board more than 5 kg of explosive or detonating substances (hunting ammunition, fireworks, etc.) Any substance below the indicated weight must be recorded in the Marina's register.

2. MARINA ENTRY FORMALITIES

2.1 Boats are only allowed in the Marina within the limits of available berth/mooring places. The Harbour Master reserves the right to deny access to Marina without giving reason.

2.2 Visiting craft should contact Harbour Master's Office and fill out a stopover form providing the Marina Manager or his representative with vessel's documentation and a valid insurance certificate. A berth place will be allocated upon its completion.

3. MOORING AND BERTHING

3.1 The vessel shall be properly and safely moored by its two ends (bow and stern lines) to pontoon's anchor cleats at all times to the mooring place designated by Harbour Master.

3.2 When no space in a crowded Marina makes it necessary ask for permission to raft up Marina staff. Vessels may be rafted up, each carrying at least two mooring lines on a fixed to a suitable cleat on the pontoon and up to 8 meters counted from the pontoon into the entry / exit channel.

3.3 The Marina is not responsible for damage or accident caused by vessels defective mooring ensured by the boater.

3.4 The renting and subletting vessel for residential purpose is strictly prohibited. Nor should sublet the berth/mooring place. This will result in the immediate expulsion from the Marina.

3.5 Until the date of the 31st of December, the Owner will have to remove his vessel within a maximum of one month. The concession-holder shall be entitled to charge the Owner daily rate for each day until the actual date of removal of the vessel from the Marina.

PAYING TAXES:

The Basse-Ham Marina has the following rates:

- Annual Package Rates
- Seasonal Package Rates
- Monthly Package Rates
- Daily Package Rates In The Stopover Area

3.6 Depending on the availability of berth places, all new arrival will be charged the daily rate which can be converted into a Monthly, Seasonal or Annual Package Agreement. Marina dues and packages are payable in advance for the period requested by the user.

3.7 The Harbour Master is empowered to give direction regarding the berth/mooring modification, removal or moving of vessel or other manoeuvring which shall be mandatory. The Harbour Master can carry out these operations under his own authority.

3.8 The Marinas staff shall not board not enter the vessel unless invited except to carry out emergency actions like fire, major water ingress into the boat or any other imminent danger or abnormal circumstances, events to be reported in Harbour Master Logbook.

3.9 The launch of vessel is carried out through the slipway boat ramp under the responsibility of the boater, in line with the Harbour Master and in compliance with the regulations.

4. OWNERS OBLIGATIONS

4.1 The Owner shall provide the phone number and contact details at his arrival at the Marina in order to be notified in case of emergency.

4.2 Following administrative formalities carried out by the Harbour Master's Office, the Owner will receive and shall comply with the Marina Internal Rules and Regulations related to the (coexistence between boaters, sailing club and rowing club) as well as a badge and a key-coded access for security allowing to enter the Marina Harbour Master's Office parking facility.

4.3 The boat Owner shall be responsible for damage which may be caused by the Owner's vessel to works of art and Marina's facilities.

5. DEPARTURE PROCEDURE

5.1 The Owner or his representative must notify the Harbour Master's Office or his representative of his intended date of departure up to 24 hours in advance. All sums owed by the Owner in respect of services or facilities shall be paid prior to vessel's departure. The berth must be vacated by 11:00 am at the latest.

5.2 Any day started is due and to be paid in full. An invoice shall be provided upon the payment.

6. RESPONSIBILITY OF PORT NAUTIC'HAM

6.1 The security supervision is limited to vessels mooring monitoring and in case of danger or robbery actions providing early warning to police forces, fire-fighting services and the Owner.

6.2 Marina's Management is not responsible for any theft, loss or damage to a vessel. Marina's staff does not control the security system that may be on board the vessel. The Owner will be entirely responsible for problems that may arise due to the inadequacy of these systems.

6.3 The Marina reserves the right to schedule night patrols and to install any light or sound warning devices in any location where considers it necessary.

7. MISCELLANEOUS

7.1 The complaints register is available at the Harbour Master's Office. All complaint must be dated and legibly signed by the concerned party, who shall provide his usual address and the name of his vessel. The register shall be reviewed regularly.

7.2 Marina reserves the right to modify these Rules and Regulations terms and conditions by applying temporarily special regulations where adopted in case of water levels rising/lowering, events or nautical festivals, any maintenance and repairs or other works in the Marina and in general all exceptional circumstances.

7.3 These specific Rules and Regulations remain subject to any clauses tending to clarify or improve its rules.