

## Kilrush Marina Terms and Conditions

The following are the operating rules applied by Kilrush Maritime Ltd, the operator of Kilrush Marina. These rules are applicable to all boat owners berthed on the marina regardless of length of contract, or stay, if visitors. These rules will be implemented to ensure the operation of the Marina is conducted to the highest possible standard of comfort and safety. These rules will be subject to regular amendment subject to requirements. On behalf of Kilrush Maritime Ltd, Kilrush Marina welcomes you and we trust that you will enjoy the facilities.

- 1.1 In these rules the Company shall mean Kilrush Marina and /or its agents to whom the application for berthing is made which may be its associated companies, concessionaires, tenants and assignees for the operation of the "Harbour" shall include yacht harbour, marina, moorings, boatyard, storage shed or any other facility for berthing a yacht. The expression "Owner" shall include a charter, master or agent, or any other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle. The expression "Licence" shall mean the licence granted to the Owner to berth or store any vessel on the Company's harbour or boatyard premises pursuant to these rules.
- 1.2 It is the vessel's owners responsibility to fully insure their vessel for loss and damage, by any cause, including storm, fire, sinking, etc.
- 1.3 All berth/storage holders shall be issued with an appropriate Berthing Agreement applicable to the vessel specification detailed on the application form. The Berthing Agreement consists of the signed Berthing/Storage Licence Application, Kilrush Marina's Terms & Conditions, Kilrush Marina's Price List or email of offer (if any).
- 1.4 In the case of annual or long term berthing contracts including and exceeding 6 months duration, the fee will be invoiced every quarter and due immediately.
- 1.5 In the case of short term contracts all fees shall be paid prior to removing the vessel or vehicle from the Company's premises.
- 1.6 Any fees outstanding for 90 days shall be placed in the hands of the Company's Solicitors for debt recovery. This will involve a legal fee of €500 incl. VAT, plus a further 5% of the outstanding fees due. The total sum of these legal charges shall be the responsibility of the nominated berth holder.
- 1.7 In addition the Company has the right to exercise a general lien upon any vessel and / or other property of the vessel's owner whilst in or on whilst in or on the Company's harbour, boatyard or premises until such time as any money due to the Company (including legal charges and interest) in respect of the vessel and/or other such property whether on account of rental, storage, commission or berthing charges, work done or otherwise shall be paid.
- 1.8 Except with the written consent of the Company, which may be withheld at the Company's sole discretion, no part of the Company's harbour or boatyard premises or any vessel or vehicle shall be used by the Owner for any commercial purpose, including hiring, embarkation or disembarkation of charter parties, sale or demonstration for sale or hire of a vessel. The Owner shall upon request by the Company supply full details in writing of all such use under the proviso of this Rule.
- 1.9 No work shall be done to the vessel whilst in or on the Company's harbour or boatyard or premises except by the Company or its Agents unless with the written consent of the Company (which may be withheld at the Company'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, boatyard or premises or any person residing in the vicinity. Any other persons working on boats must provide proof of adequate insurance.
- 1.10 The Company shall have the right (without prejudice to any other rights of breaches of these rules by the Owner) to terminate the Licence granted to the owner in the following manner in the event of any breach by the Owner of these Rules or of any failure by the owner to make any payments due to the Company. If the breach is capable of remedy or the Owner has failed to make any such payments the Company may serve notice on the Owner personally or by sending it by recorded delivery to his/her last known address specifying the breach or failure to pay and requiring him/her to remedy the breach or pay the amount due within 14 days, or if the breach is not capable of remedy, the Company may serve notice on the Owner personally or by recorded delivery to the last known address specifying the breach or failure to pay (when not already specified) and requiring him/her to remove the vessel within 28 days, at the expiration of which the Owner shall remove the vessel and any other property of his/hers from the Company's harbour, boatyard or premises. The Company shall refund the Owner the unexpired portion of the rental (disregarding any rebate given) subject to a right of set off in respect of any damage suffered by it and /or other monies owing as a result of any of the matters giving the Company the right to terminate the Licence.
- 1.11 When no date of termination for a Licence has been agreed in writing between the parties, the Company or the Owner may terminate the Licence granted to the Owner by giving the other 28 days' notice of such termination, at the expiration of which the Owner shall remove the vessel from the Company's harbour, boatyard and premises.
- 1.12 Any obligation of the Company toward vessels or goods left at its harbour, boatyard or premises ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods and the Company accepts no responsibility for loss or damage to any vessels or goods left at its harbour, boatyard or premises without its consent.
- 2.1 If the Owner fails to remove the vessel on termination of the Licence (whether under this rule or otherwise), the Company shall be entitled:
  - (i) To charge the Owner with the rental which would have been payable by the Owner to the Company if the Licence had not been terminated for the period between termination of the Licence and removal of the vessel from its harbour, boatyard and premises and /or
  - (ii) At the Owners risk to remove the vessel from its harbour, boatyard and premises and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing/storage fees.
- 2.2 The Company reserves the right to move any vessel from its assigned berth when in the opinion of the Company staff on duty, physical, operational or environmental conditions dictate. If there is a cost incurred for the use of the Company's plant and or equipment the Owner shall pay the current charge for that work.
- 2.3 The Company accepts no liability whatsoever for any loss or damage to vessels and equipment or injury to personnel howsoever caused.
- 2.4 All berth holders must hold adequate third party risk cover for a minimum of €3,000,000. On application for lease the Owner must sign a declaration that such cover is in place, also proof of such cover must be provided on demand by the Company.
- 2.5 The Company shall not keep spare keys for any vessel or vehicle. Keys left at the administration area for issue to contractors shall be accepted and issued at the sole responsibility of the berth holder. The Company accepts no responsibility for the control, issue or return of such keys.
- 2.6 All Owners shall indemnify and hold harmless the Company against any damage or injury caused by or to an authorised contractor engaged by them in the maintenance, overhaul or repair of a vessel on the Company's premises.
- 2.7 The Owner shall not lend or transfer the berth (this licence being personal to the Owner and specific vessel named in the lease) nor shall the Owner use it for any other vessel without prior consent of the Company.
- 2.8 All persons entering or using any part of the Company's harbour, boatyard, storage sheds or premises or facilities for whatever purpose and whether by invitation or otherwise do so entirely at their own risk.
- 2.9 The Company shall have the right by notice in writing to the Owner forthwith to terminate the Licence if at any time the Company's harbour, boatyard or premises shall be so damaged, impeded, or interfered with by force majeure (as hereinafter defined) as to render it likely that the Company will be unable to continue to provide storage or a berth or mooring in accordance with the Licence entered into between the Company and the owner.
- 2.9.1 In this rule force majeure means any event or circumstance (whether arising from natural causes, human agency or otherwise.) beyond the control of the Company including (insofar as beyond such control but without limitation) weather conditions, riots, civil commotion, aircraft, fire breakdown or war.
- 2.9.2 In the event of such termination as aforesaid the Company shall refund the Owner then unexpired portion of the rental (disregarding any rebate given).
- 2.10 The lock gates permitting navigation to and from the marina may be operated by employees of the Marina or agent. At all other times the gates are operated by Marina users in accordance with the guidelines provided and displayed in the Marina Centre. It is the Marina User's responsibility to familiarise themselves with the gate operations and if in any doubt to converse with Marina staff who will provide instructions. Kilrush Marina reserves the right to withdraw the LockGates from service for planned maintenance works by giving one week's notice to users. Unplanned breakdowns may occur from time to time and Kilrush Marina undertakes to rectify these as quickly as possible but in no circumstances shall users be compensated for any loss or inconvenience.
- 2.11 Nothing in the Licence shall entitle the Owner to the exclusive use of any particular berth. If at any time during the period of this Licence the berth previously allocated by the Company to the owner shall not be used by the Owner for mooring the Owners vessel, then the Company shall be entitled to moor or permit a third party to moor a vessel at such berth and the Company shall be entitled to all income (if any) arising. Upon the Owner returning his vessel to the harbour, the Company shall use all reasonable endeavours as soon as practicable to make the regular berth available. The Owner shall use all reasonable endeavours to give the Company not less than 48 hrs notice of return to the Marina.
- 3.1 Marina barrows shall not be used for storage or left unattended on the walkways and fingers. They shall be returned to the storage area after use. The Company accepts no responsibility for any loss of or damage to any equipment, goods or property due to the use of these barrows.
- 3.2 Marina hoses must be returned to their storage area after use.
- 3.3 In accordance with Irish Law, smoking is not permitted in any of the Company's buildings or on or near the refuelling berth.
- 3.4 There is a specific facility for disposing of refuse in the Marina. The Company supports a recycling policy and the legal requirements for the disposal of hazardous waste. General waste and recycling waste must be segregated and disposed of in the appropriate bins. Boatyard waste is the responsibility of boat owners. Any boatyard waste created by boat owners in the course of repair and maintenance of their boats must be removed, failure to do so will result in the Owner being charged for any costs and labour incurred by the Company.
- 3.5 Shore power is available at all pontoon berths and in the boatyard. If power is required a meter approved by the Company must be installed by the Owner and the owner must sign the appropriate part of the lease agreement. Failure to sign the agreement or /and install a meter, if using power will result in the Owner being billed at the published daily rate on the Tariff.
- 3.6 Potable water is available at selected points on the pontoons. When hoses/pipes have been used they shall be coiled and replaced neatly to avoid accidents. Currently there is no charge for the supply of water, however due to the planned introduction of water charges a fee may be introduced.
- 3.7 No vessel shall discharge sewage directly into the marina or harbour. Lavatory facilities are available in the Marina Centre.
- 3.8 Except in emergencies bilge water shall not be discharged within the Marina or harbour confines. Before discharging every effort must be made to ensure the discharge of hydrocarbon fuel or oil is kept to an absolute minimum and Company staff must be informed.
- 3.9 Owners shall only refuel craft at the fuelling point provided.
- 3.10 Owners and their crew guests, friends, visitors are required to park their motor vehicles in such position and in such manner as shall from time to time be directed by the company. Vehicles are parked at owner's own risk.
- 4.1 The Owner or skipper of a vessel is responsible for ensuring that their vessel is adequately fendered and secured by suitable warps. The Owner is entirely responsible for ensuring that his vessel is secured with appropriate warps. No part of the vessel shall overhang the pontoon or walkways. The Company accepts no liability for damage to first or third party vessels caused by inadequate mooring or fendering.
- 4.2 Where common cleats are used, Owners must ensure that any third party warp which may have to be released is remade immediately in a secure and seamanlike manner. All warps shall be tied off so as not to cause an obstruction or danger to persons walking on the marina walkways, pontoons or fingers. Lazy ends shall be led back to the vessels deck and secured or stowed appropriately.
- 4.3 The speed limit within the marina is "No wake". When approaching or leaving a berth speed should be kept to a minimum required to maintain steerage. Propeller wash and wake shall be kept to an absolute, minimum. This rule reflects good seamanship and common courtesy.
- 5.1 Children under 12 years of age shall wear a lifejacket at all times while on any part of the floating marina or in the vicinity of the water in the boatyard environs and must also be under the supervision of an adult.
- 5.2 No person shall deliberately enter the water from any part of the Harbour or marina or any vessel berthed thereon. Safety ladders are installed at strategic locations on the pontoons, please note their locations.
- 5.3 Lifebelts with lifelines and fire extinguishers are located throughout the Marina and harbour. Interference with these installations which obviously affects their intended use must be reported immediately to the Marina Centre.
- 5.4 Owners, their guests, crew or visitors shall at all times respect the privacy of others and shall ensure noise pollution is kept to a minimum.
- 5.5 Barbeques shall not be operated within the confines of the marina, harbour or boatyard.
- 5.6 Dogs must be kept under control at all times and owners are responsible for cleaning any fouling that may occur.