

GRAND HARBOUR MARINA RULES

Terms & Conditions

1.1 Definitions

Berth	means the water space or shore space temporarily allocated to the OWNER by the COMPANY for the storage of the Vessel during the Term of this Agreement.
Charges	means the charges for the Services set out in the COMPANY Tariff schedule available in the marina website.
Company	means Grand Harbour Marina PLC.
Berthing Fee	means the fee payable by the OWNER to the COMPANY for berthing in accordance with the Terms and Conditions.
Manager	means the person or his representative who shall be responsible for the day-to-day administration of the Marina.
Marina	means all the land and water adjacent thereto including slipways, pontoons, finger pontoon, jetties, quays, piers, known as Grand Harbour Marina, Vittoriosa, BRG 1721, Malta.
Services	means Services to be provided by the COMPANY to the OWNER.
Term	means the continuous period as specified within the Berthing Licence Agreement from the Start Date to the End Date.
Vessel	means is but not limited to ship, yacht, dinghy, catamaran, boat or craft whether or not its principal propulsion shall be by wind or engine.

1.2 Interpretation

- 1.2.1 Words importing the masculine gender also include the neuter and feminine gender and words importing the singular number include also the plural number and where there are two or more parties or persons included in the term OWNER, the undertakings expressed to be made respectively by them shall be deemed to be made by parties or persons jointly and severally.
- 1.2.2 All headings are for identification only and shall not form any part of or affect the interpretation of any clause.

2. Berth Allocation

- 2.1. The Vessel shall be berthed only in the Berth allocated by the Company and shall not be berthed elsewhere in the Marina, unless with the consent of the marina.
- 2.2. Nothing in this Berthing Contract shall entitle the OWNER to the exclusive use of any particular berth. The Company reserves the right to use the Berth when it is left vacant by the Owner.
- 2.3. The Parties hereby acknowledge that the Berthing Contract does not grant any title of lease to the Berth from the Company to the Owner and that the Berthing Contract is personal to the Owner and is valid only for the Vessel identified therein and shall not be assigned nor shall it be used for an alternative vessel of the Owner or of any other person.
- 2.4. Unless a Vessel berthed at the marina has a valid Berthing Contract, that vessel is considered to be illegally berthed at the marina liable to a daily penalty fee equivalent to five (5) times the applicable daily rate published on the Company's website until the Vessel is removed or a Berthing Contract is agreed.
- 2.5. The Vessel shall be berthed by the OWNER in such a manner and in such location as the COMPANY may require. Unless otherwise agreed all necessary warps and fenders shall be provided by the OWNER and the OWNER expressly undertakes and agrees to ensure that the Vessel is properly and safely secured and attached to the pontoon and or bow mooring at all times. In particular it is the responsibility of the OWNER to check the security of warps and fenders and to replace them when necessary.
- 2.6. The OWNER shall berth the Vessel to the Marina by tying the ropes to the available cleats on the assigned berth. Tying of chains directly to the cleats is not allowed, unless covered by rubber protection.

- 2.7. The OWNER shall notify The Company prior to his departure from the Marina, advising the anticipated time and date of return to ensure that the Berth will be available to the OWNER on his return to the Marina.
- 2.8. The Owner acknowledges that the Company shall have the right to move, at the Owner's sole cost and expense, or require the Owner to move the Vessel from the Berth to another berth within the Marina if it is in the interests of the Company.
- 2.9. Vessels berthing in the Menqa must be moved out of the Marina by the Owner if bad weather is forecasted or upon receipt of notice. Should the Owner fail to move such Vessel, or should the Company not be in a position to make contact with the Owner, the Company shall have the right to move the Vessel at the expense of the Owner.
- 2.10. The OWNER must not use any Vessel occupying a berth provided by the COMPANY for residential purposes without obtaining the COMPANY'S prior written consent, which may be withheld in its absolute discretion or granted on such terms as it shall see fit. For the avoidance of doubt, a Vessel shall be regarded as being used for residential purposes if, amongst other things, the OWNER:
- (i) uses the Vessel as his principal or main place of residence; or
 - (ii) stays on board the Vessel in excess of an average of three nights per week over a twelve week period; or
 - (iii) uses the COMPANY'S offices at the Marina as his mailing address.
- 2.11. Except with the COMPANY'S written consent, no part of the Marina or any Vessel kept in or on the Marina may be used by the OWNER for any commercial purpose, including hiring, embarkation or disembarkation of charter parties, sale or demonstration of sale or hire of the Vessel. The OWNER must upon request by the COMPANY supply to it full details in writing of all such use under the proviso to this condition;
- 2.12. The OWNER shall be permitted to arrange a private sale of not more than one Vessel (such Vessel usually being berthed at the Marina) during any one or more periods of six consecutive months of the Licence granted to him. A private sale shall be deemed to be any sale that is not made in the course of a trade or business. In the event of such a private sale:
- (i) the OWNER must be present at all times during which the Vessel is to be viewed, and the OWNER is not permitted to display a "For Sale" notice on the Vessel in or on the Marina;
 - (ii) the OWNER must, within seven days of such a private sale, notify the COMPANY in writing of the name and address of the buyer of the Vessel.
- ### 3.0 Safety and Environment
- 3.1. The OWNER shall maintain the Vessel in good, clean and seaworthy condition and ensure that the Vessel is able to proceed under its own power at all times. The Vessel shall leave the Marina at least twice during the term.
- 3.2. The OWNER shall take all necessary and reasonable precautions against the outbreak of fire in or upon the Vessel. The OWNER shall provide at least one fire extinguisher in or upon the Vessel suitable for the type of engines, fuel and equipment relating to the Vessel and of a kind which shall be approved by the appropriate Government Department. Such extinguisher shall at all times be kept instantly ready for use and in good and efficient working order.
- 3.3. No dangerous inflammable poisonous or noxious substances spirits oil or petrol or other inflammable fluid shall be brought into the Marina or stored on the Vessel except in properly secured containers expressly designed to contain such substances against leakage.
- 3.4. The OWNER shall not refuel the Vessel except in the area expressly reserved for and indicated as the refuelling area in the Marina.
- 3.5. The OWNER shall ensure that the Vessel is properly maintained as to minimise emissions and the risk of fuel or oil leakages.
- 3.6. The OWNER shall ensure that all portable fuel tanks and spare fuel containers are clearly marked with the fuel type.

- 3.7. The OWNER will use suitable absorbents, rather than chemicals or detergents to deal with on board fuel or oil spillages
- 3.8. The OWNER shall ensure that if the Vessel is powered by an outboard engine(s), the Vessel is equipped with a supply of absorbing material for use in the event of a spillage on board. If the Vessel is powered by an inboard engine, the OWNER shall ensure that the Vessel is fitted with internal arrangements such as drip trays, bulkheads, bilge water filters or such other equipment effective in preventing the escape of oil from the bilges into the sea.
- 3.9. The OWNER shall not decant fuel into outboard engines or tanks when afloat unless circumstances require this to be done in an emergency or for safety reasons. Further, the OWNER will not pump oil or oily bilge water from a Vessel fitted with an inboard engine.
- 3.10. The OWNER agrees that no refuse shall be thrown overboard or left on the pontoon, jetties or other parts of the Marina and shall be disposed of in suitable receptacles or removed entirely from the Marina. The OWNER further undertakes and agrees that oil, petrol, tar, paint, sewage and any other similar noxious substances shall be discharged exclusively into receptacles specifically provided to receive such waste materials or removed entirely from the Marina.
- 3.11. The OWNER shall seek the COMPANY's consent prior to doing any work or engaging contractors to work on the Vessel in the marina. The OWNER shall inform the nature of the works, safety measures and environmental controls. In general, only works of light nature will be permitted and the marina will reserve the right to stop works if these cause nuisance or annoyance to other Marina users.
- 3.12. The COMPANY shall have the right to board, enter by force if necessary or carry out emergency work on the Vessel without prior notice to the OWNER if in the COMPANY's opinion such work is necessary for the safety of the Vessel or the safety of others.
- 3.13. The OWNER shall not operate or permit to be operated within the Marina any engine, generator, or other machinery, radio or any apparatus as to cause any nuisance, annoyance or inconvenience to other users of the Marina or any person residing in the vicinity of the Marina. The OWNER further agrees that Vessel users shall behave in a considerate manner and in such a way as to cause no nuisance, annoyance or inconvenience to any other users of the Marina.
- 3.14. The OWNER shall ensure that at all times halyards flags banners and other items attached to the Vessel shall be secured so as not to cause any noise, nuisance, annoyance or inconvenience to other Marina users or local residents.
- 3.15. Dinghies, tenders and rafts shall be stowed aboard the Vessel unless the OWNER and the COMPANY shall otherwise agree in writing.
- 3.16. No parts of the Vessel or other equipment, gear, fittings, supplies, stores or similar items shall be stored or left upon the pontoons, jetties, car parks or otherwise within the Marina without the prior written consent of the COMPANY.
- 3.17. The OWNER shall navigate and control the Vessel at all times in a seamanlike manner so as to cause no danger damage or inconvenience to any other person or Vessel. In particular the Vessel shall proceed at a speed which is safe in relation to prevailing conditions and shall at all times comply with any speed restrictions displayed within the Marina.
- 3.18. The OWNER shall comply with all reasonable instructions of the COMPANY in connection with all matters relating to the safe and efficient operation of the Marina.
- 3.19. The OWNER shall furthermore comply with the directions and regulations made from time to time by Transport Malta (details of which will be provided by the Company on request) and shall indemnify the COMPANY from all liability resulting from the acts and/or omissions of the OWNER.
- 3.20. The OWNER at all times shall strictly observe and perform all statutes, rules, regulations and byelaws in relation to the exercise of the rights and obligations of this Berthing Contract.
- 3.21. Animals may only be brought into the Marina provided that they are at all times kept under the control of the OWNER and do not cause inconvenience in the form of noise, fouling of pontoons or the communal areas or otherwise. Animals insofar as is reasonably practical shall be kept aboard the Vessel at all times. Strict regulations exist for the control of rabies and the COMPANY reserves the right to require the OWNER to remove any animal from the Marina without prior notice. No animal which has been taken abroad shall be brought into or landed in the Marina without the prior written agreement of the COMPANY.
- 3.22. The OWNER shall not erect any washing line on the Vessel or within the Marina or allow any washing to be displayed on the exterior of the Vessel.
- 3.23. Parking of vehicles on or around the marina is entirely at the OWNER's risk and the COMPANY may from time to time require vehicles to be parked in such position and manner as required. No tent, caravan (motor or trailer) or other vehicle adapted or designed for sleeping may remain in any part of the Marina without the prior written consent of the COMPANY.
- 3.24. No fishing, diving, swimming or other water sports are permitted within the marina. No BBQs are allowed in the marina unless with the consent of the marina office and in any case never close to any yachts.
- #### 4.0 Payments
- 4.1. In consideration for the Services the OWNER shall pay the Charges to the COMPANY as set out herein.
- 4.2. All Berthing Fees for the period covered by this Berthing Contract shall be paid in full in advance of the Start date upon receipt of an invoice.
- 4.3. All other payments including consumption of water and electricity are due upon receipt of an invoice.
- 4.4. **If the OWNER fails to pay any sum when due to the COMPANY such sum shall bear interest calculated at the rate of 8% per annum, or such higher rate as may be allowed by the Laws of Malta, and will be calculated and invoiced monthly.**
- 4.5. The Owner shall, under no circumstance, be entitled to a refund of any funds paid in terms of these Marina Rules.
- 4.6. The COMPANY reserves the right at its sole discretion to amend any tariffs.
- #### 5.0 Liability, Indemnity and Insurance
- 5.1. The OWNER must comprehensively insure his Vessel and other property against loss or damage however caused, which insurance must include cover for liability to third parties, crew, guests and sub-contractors in a sum of not less than €2m in respect of each accident or damage and must maintain in respect of each vessel adequate removal of wreck insurance. The OWNER must produce the policy relating to his insurance to the COMPANY as and when the policy expires. The OWNER shall not cancel, surrender or materially alter the terms of such insurance policy without the prior written consent of the COMPANY which consent will not be unreasonably withheld.
- 5.2. The OWNER shall furnish the marina with a valid copy of the Vessel registration document. The OWNER will supply new insurance and registration to the COMPANY as and when they expire.
- 5.3. All persons using any part of the Marina or facilities provided thereon for whatever purpose, whether by invitation or otherwise do so at their own risk. No responsibility will be accepted by the COMPANY for any loss, damage or injury to persons or property while in the marina.
- 5.4. The COMPANY shall not be liable for the loss, theft or any other damage of whatsoever nature caused to any Vessel or vehicle or other property belonging to the OWNER or others claiming through him unless from an act or omission of the COMPANY. The OWNER shall notify the Company immediately on becoming aware of any damage, loss or any theft at the Marina.
- 5.5. The OWNER shall indemnify the COMPANY against any loss, damage, injury or claims arising from the OWNER or from the Vessel or guest use of the Marina. Furthermore, the OWNER shall indemnify the COMPANY against any claims arising from any negligence of the OWNERs contractors, agents, employees or guest, including costs incurred in court proceeding, legal fees or any other expenses.
- 5.6. Where access for vessels to and from the Marina is via a lock gate, swing or lift bridge or other restriction, the COMPANY shall

not be liable for loss, damage or costs of whatsoever nature suffered by the OWNER as a result of the lock gate, swing or lift bridge or other restriction being inoperative.

5.7. No warranty or representation is expressed or implied by the COMPANY of the suitability of the Berth for the Vessel or of any berth structure gear or other facility provided under the Terms and Conditions of this Berthing Contract.

5.8. If the COMPANY shall be unable to perform any of its obligations by reason of fire, explosion, riot, malicious damage, theft, storm, flood or any other act omission or state of affairs beyond the COMPANY's control, the COMPANY shall be relieved of the obligations incurred under this Berthing Contract to the extent that the fulfilment of such obligations is prevented, frustrated, impeded or delayed as a consequence of any such event.

6.0. Emergency Information

6.1. This clause sets out how marina users are expected to respond in cases of emergencies such as during bad weather, fire, casualty assistance, oil spill or security threats. Living on the water brings additional risks which users must plan for. Marina users are encouraged to speak to the Company's staff as to familiarise with the emergency equipment available, including fire extinguishers, fire hoses, spill kits, first aid kits, life rings, safety ladders and AED.

6.2. In case on an emergency:

Call the Marina Office on +356 21 800 700 or draw the attention of berthing masters informing the nature of the emergency, number of persons onboard and the precise location of the incident.

If the situation warrants, marina users should call the Emergency Services directly on telephone number 112 not to waste precious time, then inform the marina office. The marina staff may be needed by the Emergency Services to provide access, assist with the tender or to turn off the power supply. The marina staff are well trained and can provide basic assistance until emergency services reach the site.

6.3. The marina office may post safety information on the pontoon gates or send via email to the registered address on the Berthing Contract.

7.0 Termination

7.1 This Agreement shall not be automatically renewed, but the TERMS and CONDITIONS shall remain in force on termination or expiry of the BERTHING LICENCE until the Vessel is removed from the marina.

7.2 The COMPANY shall have the right to terminate this Agreement forthwith by notice in writing to the OWNER in any of the following circumstances:

7.2.1 If the OWNER shall be in breach of a SUBSTANTIAL TERM of this Agreement. A SUBSTANTIAL TERM shall include failure by the OWNER to pay any sums due, breach of any material terms not resolved within seven days on receiving notice.

7.2.2 If the OWNER shall be in breach of any Term not being a substantial Term and shall not remedy such breach within fourteen days of written notification by the COMPANY.

7.2.3 If there shall be a repeated breach of any of the Terms other than a SUBSTANTIAL TERM of this Berthing Contract. A repeated breach is defined as two or more breaches of any of such Terms.

7.3. Upon termination of this Agreement the COMPANY shall have the right to require the OWNER to remove the Vessel from the Marina, otherwise the Vessel will be charged the applicable daily rate until final departure.

Special Conditions

8.1. Completion of an application form does NOT reserve or guarantee the offer or allocation of a berth.

8.2. All cars are parked at OWNER'S RISK. Cars must be parked within the designated areas and not so as to cause an obstruction.

8.3. Water and Electricity are provided subject to the following:

8.3.1. The OWNER is responsible to pay for any water and electricity consumption upon receipt of an invoice. The COMPANY reserves the right to interrupt utilities supply to a Vessel is payment of bills is overdue.

8.3.2. The OWNER is responsible for the locking of the electricity and water points when the Vessel is away from the marina.

8.3.3. The OWNER acknowledges that the COMPANY cannot guarantee a continuous supply due to services interruption or breakdowns. The OWNER indemnifies the COMPANY against any loss or damage caused by interrupted water or power supply.

8.4. The COMPANY reserves the right to introduce new Terms and Conditions or vary these Terms and Conditions in order to promote the better administration of the Marina in the interests of users of the Marina as a whole or to comply with statutes, regulations or byelaws. The COMPANY shall give not less than thirty days prior written notice of any such additions or variations in the terms and conditions to the OWNER.

8.5. All notices shall be in writing and shall be served by electronic post to the address recorded in the Berthing Licence.

8.6. All rights and remedies of the COMPANY herein shall be cumulative and may be exercised successively or concurrently and a waiver by the COMPANY of any breach hereof by the OWNER shall not constitute a waiver of any other breach nor shall any delay or omission of the COMPANY to exercise any rights arising from any breach by the OWNER affect or impair the COMPANY's rights in respect of such breach or any other breach of any kind.

8.7. No failure by the COMPANY to exercise any power given to it herein or to insist upon strict compliance by the OWNER with any obligation herein shall constitute any waiver of any of the COMPANY's rights under this Agreement.

Instructions for connecting Vessels to shore electricity supply

Our marina provides power for use on your pleasure craft with a direct connection to the shore supply which is connected to earth.

Unless you have an isolating transformer fitted on board to isolate the electrical system on your craft from the shore supply system, corrosion through electrolysis could damage your craft or surrounding craft.

On Arrival

- 1.0 Ensure the supply is switched off and disconnect all current-using equipment on the craft, before inserting the craft plug. Connect the flexible cable **firstly** at the pleasure craft inlet socket and **then** at the marina socket-outlet
- 2.0 The supply at the berth is nominally 230v 50 Hz blue – single phase, or nominally 400v 50 Hz red – three phase. The socket-outlet will accommodate a standard marina plug, coloured blue or red respectively (technically described as BS EN 60309-2, position 6 h).
- 3.0 For safety reasons, your craft must not be connected to any other socket-outlet than that allocated to you and the internal wiring on your craft must comply with the appropriate standards.
- 4.0 Every effort must be made to prevent the connecting flexible cable from falling into the water if it should become disengaged.
- 5.0 For safety reasons, only one pleasure-craft connecting cable supplying one pleasure craft may be connected to any one socket-outlet.
- 6.0 The connecting flexible cable must be in one length, without signs of damage, and not contain joints or other means to increase its length.
- 7.0 The entry of moisture and salt into the pleasure-craft inlet socket may cause a hazard. Examine carefully and clean the plug and socket before connecting the supply.
- 8.0 It is dangerous to attempt repairs or alterations.
- 9.0 If any difficulty arises, contact the marina management.

On Departure

- 1.0 Ensure that the supply is switched off and disconnect all current-using equipment on the craft, before the connecting cable is disconnected and any tie cord loops are unhooked.
- 2.0 The connecting flexible cable should be disconnected **firstly** from the marina socket outlet and **then** from the pleasure-craft inlet socket.
- 3.0 Any cover that may be provided to protect the inlet from weather should be securely replaced.
- 4.0 The connecting flexible cable should be coiled up and stored in a dry location where it will not be damaged.