



Port Louis Marina Marina Rules & Regulations

All use of the Marina is subject to these rules.

1 DEFINITIONS

- 1.1 'Company' means Camper & Nicholson's Grenada Services Ltd, its employees and agents.
- 1.2 'Marina' means the yacht Marina including its berths, moorings, land, quays, breakwaters, buildings, pontoons and any other things under the control of the Company.
- 1.3 'Owner' means any person who owns or has control of any Vessel or vehicle in the Marina. If there are two or more Owners they shall be deemed to be acting jointly and severally.
- 1.4 'User' means any person entering/using the Marina for any reason.
- 1.5 'Vessel' means any Vessel (including its tender and equipment) using the Marina.
- 1.6 'Marina User' means any person (other than the Company) using the Marina.
- 1.6 'Licence' means a berth licence issued to the Owner for the Vessel.
- 1.7 'Berthing Agreement' means an agreed berthing period, generally less than 12 months.
- 1.8 'Berth' means a berth, mooring, or onshore storage place.
- 1.9 'Hot Work' means any activity generating a naked flame, spark, or hot gas.
- 1.10 'Health & Safety Policy' means the health and safety policy below which shall be deemed to be an integral part of these Rules.
- 1.11 'Work Permit' means a valid permit issued by the Company to a contractor or person permitting him to provide services at the Marina.
- 1.12 Entry into the Marina by any means or for any purpose entails acceptance and compliance with the regulations affecting the Marina.
- 1.13 Use of the Marina and navigation to and from the Marina is at all times subject to the orders, regulations and other requirements that may be issued and administered by the Grenada Ports Authority.

2 LIABILITY AND INSURANCE

- 2.1 All persons use the Marina at their own risk and, to the extent permitted by law, the Company shall not, except in the case of its own negligence, be liable for the death or injury of any Marina User, nor for any loss, theft or any other damage caused to any Vessel, vehicle, or personal possessions. The Company shall not be under any general duty to provide safety watch, weather watch, or security services to prevent or reduce the likelihood of injury, theft or damage.
- 2.2 To the extent permitted by law the Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by or instituted against the Company that may be caused by his Vessel, his crew, family or guests, except where these result from the Company's negligence.
- 2.3 The Owner shall maintain with a reputable insurer third party insurance cover for the Vessel, him/herself, the crew, family and guests for a sum of not less than £2,000,000 (two million pounds sterling or equivalent currency) in respect of each incident.
- 2.4 The Company reserves the right to request a copy of insurance certificates to confirm details relate to an active policy. The Owner shall promptly advise the Company of any subsequent material changes to the insurance cover and, if requested, provide a new copy on renewal of the policy.
- 2.5 The vessel insurance shall cover salvage and wreck removal costs, as well as cover to remain in Grenada during the hurricane season as applicable and cover for named storms or hurricanes.
- 2.6 The Owner is responsible for ensuring that every person or Company carrying out any works to his Vessel is adequately insured and shall reimburse the Company for any loss or expense suffered

directly or indirectly by the Company arising from such work.

3 HURRICANES, STORMS & UNUSUAL WEATHER EVENTS

- 3.1 The Owner is at all times responsible for the safety of his vessel.
- 3.2 In the event of a hurricane, named storm or any other unusual weather event the Owner shall ensure the vessel is properly secured and prepared. The Company accepts no responsibility for such preparations.
- 3.3 The Owner shall ensure the vessel is insured in accordance with Section 2 of these rules.
- 3.4 The Owner shall be responsible for any damage caused to the Marina and any other vessel or item by his Vessel or any other of the Owner's items during such an event.
- 3.5 In the event of a hurricane, named storm or other unusual weather event the Company has the right to ask and will expect vessels greater than 20.0m in length to leave the marina and has the right to insist all vessels leave, if deemed necessary.
- 3.6 The Marina Hurricane Plan, issued annually by the Company, shall be read in conjunction with, and is deemed part of, these rules.

4 COMMERCIAL ACTIVITY & SALE OF A VESSEL

- 4.1 The Owner shall not use the Marina or his Vessel for any commercial purpose without the Company's prior approval which will not be unreasonably withheld.
- 4.2 The occasional use of a Vessel by a friend of its Owner who then pays a bone fide contribution towards its actual running costs shall not be deemed a commercial use.
- 4.3 The Owner may sell his Vessel whilst it is at the Marina providing that he or his representative is present at all times when the Vessel is being viewed or demonstrated. 'For Sale' notices shall not be displayed on the Vessel unless first authorised by the Company in writing. The Owner shall pay any outstanding fees prior to the sale completing and on completion, the Owner shall promptly notify the Company in writing of the name and address of the new Owner.

5 REPAIRS & MAINTENANCE & CONTRACTORS IN GENERAL

- 5.1 The Owner shall maintain his Vessel in a clean and tidy state and in a sufficiently seaworthy condition to enable it to move from the Marina under its own power, or using its own resources, at reasonably short notice.
- 5.2 Only repair and maintenance work of a minor and routine nature may be done on a Vessel. Subject to complying with the Health & Safety Policy such work may be done by the Owner or by his regular crew, or by the holder of a Work Permit.
- 5.3 The Company reserves the right to order any repair or maintenance work to cease if it considers that it is causing damage, inconvenience, nuisance or a health and safety risk to the Marina, to Marina Users, or to persons or premises nearby.
- 5.4 Hot Work is expressly prohibited unless specifically authorised by the Company in writing.
- 5.5 For health, safety and insurance reasons the Company operates a policy whereby contractors and service providers may not work or provide services on the Marina unless in possession of a Work Permit issued by the Company. However, with the exception of fuel deliveries, a Work Permit is not required for routine collections from, and deliveries to a Vessel.
- 5.6 The Company accepts no responsibility or liability for the work carried out on any Vessel by any Contractor or Day Worker.
- 5.7 All contractors, Day Workers and similar will provide valid copies of insurance certificates to the Company on request.
- 5.8 Advertising material is not to be displayed or distributed without the express permission of the Company. Persons are not to "tout" for business on the marina in any form and Vessels and Marina Users may not be approached in order to gain business at any times.

6 PAYMENTS

- 6.1 Berthing fees and charges for other goods and services shall be calculated by reference to the Company's current tariff. In the event of an increase or reduction in the rate of VAT or other tax the Company shall have the right of adjustment and recovery from the Owner.

- 6.2 Berthing Fees are payable on arrival at the Marina and all invoices are payable on receipt.
- 6.4 If money owing to the Company is not paid by the date on which it is due then interest will be added to the balance at 2% above the base rate. This shall be calculated monthly using the interest rate applicable on the first day of the relevant month.
- 6.5 Without prejudice to its rights under Rule 13, the Company reserves the right to exercise a general lien upon (or otherwise retain) a Vessel until such time as its Owner has paid any money he owes the Company and suspend the provision of any services to the Owner. Subject to local laws, the Company has the right to sell the Vessel to pay outstanding fees and/or have the Vessel removed from the water if it is considered a risk to the Marina or other property.

7 USE OF THE BERTH

- 7.1 The Owner shall at all times ensure that his Vessel is berthed and secured in a seamanlike manner with mooring lines and fenders that are adequate to withstand all foreseeable weather and tidal conditions. Separate lines shall be used for each function (e.g. head ropes, springs, breast ropes) to allow for easy adjustment at all times. If the Owner uses any of the Company's moorings or lines then he shall satisfy himself that these are adequate for his Vessel and he shall take seamanlike precautions to protect them from chafe and other damage.
- 7.2 The Company may board, enter (by force if necessary), move, or carry out emergency work on an unattended Vessel if this is necessary for safety or urgent operational reasons. The Owner shall be liable to pay the Company for the reasonable costs incurred if they are a consequence of any breach of these Rules.
- 7.3 The Owner shall ensure that the Company has a duplicate set of all the keys of his Vessel and any written instructions that may be needed to enable the Company to enter safely and move the Vessel on a dead-ship basis.
- 7.4 The Owner shall ensure that his Vessel's connections to the utility supplies are properly designed, fitted and maintained. Electricity cables must be disconnected from the supply point before being disconnected from the Vessel.
- 7.5 All water hose-pipes shall be fitted with a spring-loaded nozzle designed to shut-off the water flow when the hose is unattended.
- 7.6 Owners leaving the Vessel for extended periods are to inform the Company of the details of the persons looking after the Vessel during their absence.

8 GENERAL RULES

- 8.1 Marina Users shall comply with all reasonable instructions from the Company that relate to the safe and efficient operation of the Marina.
- 8.2 The Owner shall navigate his Vessel within the Marina in a seamanlike manner and at such a speed (and in any event no faster than 3 knots) that no danger or inconvenience is caused to other Vessels. Vessels shall not drop anchor in the Marina or fairway except in an emergency or unless directed to do so by the Company.
- 8.3 Unless by prior written consent from the Company, Owners shall ensure that Vessels are propelled by engine in the Marina and under no circumstances are propelled by sail or oar.
- 8.4 On behalf of himself and his crew, family and guests, the Owner agrees to comply with these Rules. The Owner further agrees not to allow anything to take place at the Marina or aboard his Vessel that might cause annoyance, nuisance or offence to the Company or any reasonable Marina User, or to persons or property nearby. Potentially offensive activities include the extended running of engines, loud audio equipment, outdoor cooking, unsecured halyards and sail covers, and anti-social behaviour.
- 8.5 Animals are only permitted on the Marina on the strict understanding that they are at all times under control and do not cause concern, disturbance or inconvenience to other Marina Users and do not foul the Marina. Dogs are to be kept on a leash at all times when off the Vessel. In case of any breach of this rule the Company reserves the right to have the offending animal removed immediately (by force if necessary) and thereafter banned from the Marina.
- 8.6 A Vessel's tender, gear, equipment, stores and other things shall (unless they are always stored aboard the Vessel) be clearly marked

with the name of the Vessel. These items shall not be left on the pontoons or quays or anywhere else on the Marina unless the place has been designated by the Company as a storage place. Items left without the consent of the Company may be disposed of.

8.7 The Marina shall not be used for swimming, diving, fishing, jet skiing, sailing, sailboarding, water skiing and similar activities.

8.8 Tenders/Dinghies shall only use the dinghy dock provided in front of the Marina Office unless directed by the Company.

8.9 Luggage Trolleys should only be used for their intended use. Trolleys are not to be used for storage purposes or carrying persons. Trolleys are to be returned to the storage area by the Marina Office after use and should not be left where they may cause a hazard or obstruction. Trolleys are not to be removed from the marina.

8.10 Times given by the Company for launching, lifting, or moving a Vessel, or other services are given in good faith and not guaranteed.

8.11 No person, other than a listed and bona fide crew member, shall live habitually or permanently aboard any Vessel unless the Owner has written authorisation from the Company for him to do so.

8.12 The Company may from time to time take pictures or video footage that captures scenes on the Marina for promotional purposes.

8.13 For all purposes Vessel Length shall be calculated including all davits, sterndrives, tenders, outdrives, outboards, rudders, anchors, pulpits and pushpits and any other extension fore and aft of the Vessel.

8.14 The Company reserves the right to measure any Vessel at any time to charge the Owner of the Vessel additional fees (if appropriate) if the length is greater than that notified to it by the Owner.

8.15 Users shall immediately report to the Company all damage done to its property, or another Owner's Vessel or property on the Marina.

8.16 The use of bicycles, scooters, Segways, skateboards or any other vehicle must be done in consideration of other marina users. The Company reserves the right to stop their usage at any time.

9 VEHICLES

9.1 Marina Users shall park their vehicles in accordance with the Company's instructions. During busy periods, the Company reserves the right to limit the number of car parking spaces available for the crew of each Vessel.

9.2 Unless by prior written consent from the Company, vehicles are not to be left overnight at the Marina.

9.3 The Company reserves the right for itself and its contractor to enter a vehicle (by force if necessary), or remove it by lifting or towing if it is parked in breach of the above. The Company specifically reserves the right for itself and its contractor to enter a vehicle (by force if necessary) to arrange the deactivation of its audible alarm if this continues to sound for longer than 30 minutes. The Owner of the vehicle shall reimburse the Company any costs incurred by it.

10 PRECAUTIONS AGAINST FIRE

10.1 Marina Users shall take all reasonable precautions against the outbreak of fire. No Hot Work shall be carried out at the Marina without the specific written authorisation of the Company.

10.2 No fuel, gas, pyrotechnic or other highly flammable or explosive substance shall be brought onto the Marina unless it is in an appropriately designed, secure container. The Owner shall ensure that if the container is kept aboard his Vessel it is stowed in a seamanlike manner, and in a suitably drained and ventilated place. Gas bottles shall be turned off when not in use.

10.3 Lead-acid batteries shall only be charged at the Marina if they are housed in a properly ventilated compartment.

10.4 The Owner shall maintain adequate firefighting equipment aboard his Vessel ready for immediate use in the event of fire. When the Vessel is occupied at least one suitable fire extinguisher shall be kept clearly visible and readily accessible above decks.

10.5 Vessels shall not be refuelled anywhere at the Marina except at the fuel berth or other place designated by the Company. The Owner is responsible for ensuring that the fuel is delivered onboard his Vessel in a manner that minimises the risk of fire.

11 PRECAUTIONS AGAINST POLLUTION

11.1 Marina Users shall take all reasonable precautions to prevent

pollution. No garbage, toilet effluent, dirty bilge water or other pollutant shall be discharged or thrown overboard or left anywhere on the Marina. These substances shall be disposed of carefully in the receptacles provided by the Company (and in accordance with any instructions marked on or adjacent these receptacles), or by their removal from the Marina.

11.2 No fuel, paint, chemical or other potential pollutant shall be brought onto the Marina unless it is in an appropriately designed, secure container. The Owner shall ensure that if the container is kept aboard his Vessel it is stowed in a seamanlike manner and in a suitably drained and ventilated place.

11.3 The Owner is responsible for: ensuring that fuel is delivered onboard his Vessel in a manner that minimises the risk of pollution and any costs incurred in responding to and clearing pollution.

12 BERTHING LICENCE/AGREEMENT

12.1 Before accepting a Licence or agreement the Owner shall satisfy himself that the Berth and all other relevant parts of the Marina are in all respects satisfactory for his Vessel.

12.2 Licence fees will not be refunded except in exceptional circumstances, and then only at the Company's discretion

12.3 The Owner may terminate his Licence at any time but will be deemed to have taken account of the provisions of Rule 12.2.

12.4 The Licence is personal to the Owner and is valid only for the Vessel named on it. The Licence may not be assigned, nor may it be used for an alternative Vessel.

12.5 The Licence is for berthing afloat and does not confer any rights to lay-up or storage of the Vessel ashore, and vice-versa.

12.6 The Licence does not entitle the Owner to the exclusive use of any particular Berth and the Company, acting reasonably, may move or require the Owner to move his Vessel from one Berth to another.

12.7 When a Licensed Vessel is absent from the Marina, the Company may use its Berth and retain any berthing fees arising.

12.8 The Owner shall inform the Company in advance if he expects his Vessel to be absent from the Marina for more than 24 hours. The Owner shall subsequently endeavour to inform the Company at least 24 hours before his Vessel's expected return to the Marina. Subject to this, as soon as the Vessel returns to the Marina the Company will use reasonable endeavours to make its usual Berth available or, failing this, an alternative Berth.

12.9 In the case of force majeure the Company shall have the right to terminate a Licence by serving the Owner with such notice as is reasonable in the circumstances. Force majeure will be deemed to apply if at any time the Marina is so badly damaged or affected by any natural or man-made occurrence or intervention, or by any other thing beyond the Company's reasonable control, such that the Company can no longer provide the Berth and/or its associated services in accordance with the Licence. Where so terminated, the Company will refund the Owner the unexpired portion of his Licence fee.

13 TERMINATION

13.1 In the event of any breach of these Rules, the Company shall have the right to terminate an Owner's Licence or berthing arrangements in accordance with the following procedure:

(a) If the Company determines that the breach is serious then the Company may terminate the Licence/Agreement without notice.

(b) Otherwise the Company will first serve legal notice on the Owner, specifying the breach and requiring him to remedy it within 14 days. If the Owner fails to remedy the breach within 14 days, the Company may at any time thereafter serve a further notice on the Owner terminating his Licence/agreement and requiring him to remove his Vessel from the Marina within 14 days.

13.2 If the Owner fails to remove his Vessel from the Marina upon termination then the Company may:

a) Continue to charge the Owner the Berthing fees and other charges (in accordance with the Company's tariff, where applicable) for keeping his Vessel at the Marina, and/or

b) At the Owner's risk, move his Vessel out of the Marina and charge the Owner for this move and for any subsequent berthing, storage and other costs properly incurred, and/or

c) Give 28 days' written notice to the Owner of its intention to recover the amounts due to it by disposing of his Vessel.

13.3 If a Vessel appears to have been abandoned, or if its Owner fails to respond to notices that have been properly served, then the Company may dispose of the Vessel as follows:

(a) The Company shall serve a further notice on the Owner at his last known address and shall publish a notice in a Grenada national daily newspaper and shall fix a notice to the mast or superstructure of the Vessel. These shall be 3-month notices of the Company's intention to dispose of the Vessel at public auction.

(b) If the Owner fails to respond by paying all amounts owing to the Company and (if applicable) removing his Vessel from the Marina or its storage place, the Company may seek a court order to sell the Vessel at public auction after the expiry of the 3-month notice period.

(c) The Company shall be entitled to deduct from the sale proceeds any costs properly incurred by it under these Rules and/or under the terms of any other agreement it has with the Owner. The Company shall account to the Owner for any balance. If any amount still remains due from the Owner to the Company, then the Company reserves the right to take further action to recover the outstanding amount.

14 PHOTOGRAPHY/VIDEOGRAPHY

14.1 Professional Photography & Videography or similar is not permitted on the Marina without the permission of the Company.

14.2 The Company may request Users of the Marina cease taking photographs or video footage of Vessels if it considers it to be affecting another User's privacy.

14.3 The use of Drones either flown from the Marina or over any part of the Marina is strictly prohibited.

14.4 Drones must be registered with the Royal Grenada Police Force in accordance with Grenadian Law prior to use.

14.5 Marina Users are requested to respect the privacy of others using the marina including other owners.

14.6 Refusal to comply with these rules may be considered an invasion of privacy or trespass with subsequent consequences.

15 VALIDITY

15.1 The Company reserves the right, acting reasonably, to amend or add to these Rules if it deems it necessary to do so for the safe and efficient operation of the Marina. Such amendments or additions shall become effective 28 days after being publicly displayed on the Company's notice board at the Marina or served on the Owner.

15.2 Further to clause 12.1, additional Rules will almost certainly be applied to certain facilities and classes of Vessel (e.g. for the fuel berth and the technical services facilities, and to commercial Vessels).

15.3 Legal notice may be served on the Owner in person, or by sending it by recorded delivery or courier service to his last known address (or in the case of a body corporate to its last known registered address), or by fixing it to his Vessel in a prominent position.

15.4 The Rule headings are for identification only. Where applicable, words signifying the masculine also include the feminine and the singular the plural. In the event that these Rules are translated and a question of interpretation arises or there is any uncertainty as to meaning, then this English version shall prevail.

15.5 The Company reserves the right to ask persons who fail to comply with any of these rules to leave the Marina and the Company, and at its sole discretion, may refuse access of such persons to the Marina.

15.6 Any dispute arising out of these Marina Rules shall be referred for determination to the Grenada Arbitration Centre and the arbitrator's decision, including his decision as to costs, shall be binding. The place of arbitration shall be Grenada.

15.7 These Marina Rules shall be construed and interpreted in accordance with the law of Grenada.

Port Louis Marina
Camper & Nicholsons Grenada Services Ltd
Mail Bag 9012, Kirani James Boulevard, St. George's, Grenada, West Indies
Tel: +1 473 435 7432 Fax: +1 473 435 8634
Email: reservations@cnportlouismarina.com
Website: www.cnmarinas.com/plm

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