

Dun Laoghaire



Paal Janson, GM
Sept 2019

Dun Laoghaire Marina – Operating Rules

The following operating rules are applied by Marina Marketing and Management Ltd the operator of Dun Laoghaire Marina. These rules are applicable to all boat owners berthed on the marina, under long term contracts (6 or 12 months) and short term visitors to the Dun Laoghaire Marina. They are adopted to ensure the operation of the Marina is conducted to the highest possible standards of safety and comfort.

It is proposed that these rules will be reviewed at least on an annual basis and amended, altered or added to, based on experience. The latest review or amendment date will be recorded on the bottom of each page.

The rules are divided into the following sections: -

Section A:- General, hours of operation, rights of access, insurance requirements etc.

Section B:- Administration Building, facilities and berth allocation,

Section C:- Berthing, manoeuvring, and safety.

Dun Laoghaire Harbour Company.

The Dun Laoghaire Harbour Company is a semi-state body with the statutory authority to oversee the total operation of the Harbour. It is therefore a requirement that Marina Marketing and Management Ltd – Operator and Manager of Dun Laoghaire Marina ensures that all berth holders and visitors to the Marina act, and co-operate fully, in accordance with the published Bye-Laws of the Dun Laoghaire Harbour Company.

A copy of the Dun Laoghaire Harbour Company Bye-Laws may be obtained through the Marina Administration Office if required.

On behalf of Marina Marketing and Management Ltd.

We trust you will enjoy the marina facilities at Dun Laoghaire

Paal Janson

General Manager

Dun Laoghaire Marina

May 2018

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Section A – General Administration

A.1 ACCESS

- A.1.1 The management of Dun Laoghaire Marina retains the right to refuse admission to anyone who fails to follow these rules or to observe the Dun Laoghaire Harbour Bye-Laws.
- A.1.2 Access to the marina administration building and forecourt shall be through security controlled gates and doors.
- A.1.3 Access for disabled persons shall be through the right-hand entrance gate by ramp to the forecourt area.
- A.1.4 Access to the marina berths shall be by a single articulated ramp
- A.1.5 Access shall normally be available as follows. a/- Administration building 08.00 to 22.00 hours per day. b/- Main marina 24 hrs per day through the right-hand side entrance gate.

A.2 MARINA OFFICE

- A.2.1 The main Marina Administration Office shall be open from 09.00 to 17.00 Local time, Monday to Friday except for public holidays, throughout the year.
- A.2.2. During the calendar period May through September, Marina Supervisors shall be available in the Administration Office on a 24/7 basis.

A.3 MARINA VARIABLE CHARGES

- A.3.1. The charges for the various services available within the marina will vary from time to time. Charges will be updated regularly and displayed on the main notice boards in the marina. Current price list is available in the Administration Office and displayed on the external notice boards.
- A.3.2. All charges shall be settled at the time of purchase or registration. The Company does not operate a credit scheme. Payment shall be accepted by the following means: Cash, valid credit card – VISA or Mastercard only, valid debit card. Annula or seasonal berthing shall be paid for by cheque, bank draft, electronic money transfer or credit card.

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A.4 BERTH LEASE AGREEMENT

- A.4.1. All berth holders shall be issued with an appropriate Berthing Agreement applicable to the vessel specification detailed in the application form.
- A.4.2. In the case of Annual and Summer Berthing contracts the appropriate fees are due to be paid in total on the 1st April. For Winter Berthing contracts payment fees are due on 1st October.
- A.4.3. Fees outstanding for 90 days shall be placed in the hands of the Company's Solicitors for Debt Recovery. This will involve a legal charge of € 365.00 (inclusive of VAT) plus a further charge of 5% of the outstanding fees due. The total sum of these legal charges shall be the responsibility of the nominated berth holder.
- A.4.4. Individual berthing agreements shall be terminated by the Company in the event that the nominated berth holder fails to pay any outstanding monies due for the berth or any associated charges attaching thereto.
- A.4.5. When the Berthing Agreement is terminated by the Company due to failure by a berth holder to pay appropriate dues or other non observance of the rules, the Company shall :- a)- retain the power to remove any vessel and any associated equipment, b)- hold any vessel and/or equipment pending settlement of account including interest as applicable, c)- after due process have the power to offer for sale any vessel and/or equipment associated therewith to settle the outstanding account including interest and legal fees.
- A.4.6. The Company reserves the right to move any vessel from its assigned berth when, in the opinion of the marina staff on duty, physical, operational or environmental conditions dictate it would be in the best interests to allocate an alternative berth.
- A.4.7. The Company accepts no responsibility or liability for any loss of or damage to vessels and equipment or injury to personnel howsoever caused. All berth holders must hold adequate insurance including third party risks for a minimum of €3,000,000. On application and on contract signature the berth holder signs confirmation that insurance is in place.
- A.4.8. All vessels shall be clearly identified by name or registered number that shall be readily visible from the pontoons
- A.4.9. The Company shall not keep spare keys for any vessel. 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 of issue and/or return of such keys.

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A.4.10. All berth holders 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 berthed on the marina.

A.4.11. There is no consent of Dun Laoghaire Marina under any berth licence or lease arrangement to the use of the vessel for Static Charter or 'Peer-to-Peer' short term, accommodation-only use.

A.4.12. Cancellation of a Berthing Agreement

Annual Contract Cancellation: When an annual contract is cancelled, the period the boat was present on the marina is commuted to the shorter six-month contract(s) and any outstanding balance is refunded from the end of the calendar month.

For example – Annual Contract cancelled 15th August; fees are converted to five full months of the summer contract and the balance repaid.

Annual contract cancelled 24th November; fees are converted to summer and two full months winter pro rata.

Please note that cancellations subsequent to December 31st result in the commuted fees being greater than the initial annual figure paid and therefore no refund is given.

Summer/Winter Contract Cancellation: When a summer or winter six-month contract is cancelled, the fees are converted to a pro rata rate and any outstanding balance is refunded from the end of the calendar month.

A.4.13. Data Retention Policy

Under the DPAs and the GDPR, Dun Laoghaire Marina are required to provide data subjects with the legal grounds or lawful basis that they are relying on for processing personal data.

The legal grounds for processing personal data are as follows:

- Consent;
- Performance of a contract;
- Legal obligation;
- Vital interest;
- Public interest; or Legitimate interests.

Explicit consent is required where special categories, also known as sensitive personal data are being processed.

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A.4.14. Biometric Data Policy

Dun Laoghaire Marina's policy is to protect and store biometric data in accordance with applicable standards and laws including, but not limited to, the General Data Protection Regulations.

An individual's biometric data will not be collected or otherwise obtained by Dun Laoghaire Marina without prior written consent of the individual. Dun Laoghaire Marina will inform the individual of the reason his or her biometric information is being collected and the length of time the data will be stored.

Dun Laoghaire Marina will not sell, lease, trade, or otherwise profit from an individual's biometric data. Biometric data will not be disclosed by Dun Laoghaire Marina unless (i) consent is obtained, (ii) required by law, or (iii) required by valid legal subpoena. Biometric data will be stored using a reasonable standard of care and in a manner that is the same or exceeds the standards used to protect other confidential and sensitive information held by Dun Laoghaire Marina

Dun Laoghaire Marina will destroy biometric data within a reasonable period of time of when the purpose for obtaining or collecting such data has been fulfilled. Generally, this means within one (1) month of a customer's termination of contract.

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Section B

Amenity Building Facilities and Forecourt.

B.1. FACILITIES AVAILABLE

- B.1.1. Coin operated laundry facilities are available in the Administration Building.
- B.1.2. Male and Female changing rooms fitted with shower and toilet facilities are provided. A specifically designed “facilities barge” is located towards the outer end of the main marina. Four individual cabins are available, each fitted out with a shower, wash basin and toilet. There is no charge for the use of these facilities. We do however request that due consideration for the next person to use the facilities is taken and that they are left in a clean and tidy condition.
- B.1.3. A number of individual lockers are available in the changing rooms for short term hire on payment of a nominal fee detailed on the variable charge sheet. Lockers left occupied in excess of one week shall be emptied – the contents will be stored and may be re-claimed from the Administration Office. The Company shall not be responsible for any loss or damage to any property left in these lockers at any time.
- B.1.4. A separate, self contained lavatory and shower facility for disabled persons is available and immediately accessible from the marina forecourt. When not immediately required for disabled person’s use, this facility may also be used as a family facility by couples with young children. There is no charge for the use of these facilities. As in B.1.2 above please ensure these facilities are left in a clean and tidy condition.
- B.1.5. A limited supply of wheeled barrows is available. A €1.00 coin operated system is installed on these units (similar to supermarket facilities). These shall be located at specific points within the marina and on the forecourt. In the event that one is accidentally lost into the sea, the marina staff on duty shall be informed of the location in order that recovery may be affected without delay. Steel barrows shall be used for transporting fuel, oil, anchors and chain and maintenance equipment. Composite plastic barrows shall only be used to transport sails, batteries, clothing and food supplies.
- B.1.6. Marina barrows shall not be used for storage or left unattended on walkways and fingers. They shall be returned to the designated barrow bays. The Company accepts no responsibility for any loss of , or damage to, any equipment, goods or property due to the use of these barrows.

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B.2. Environmental Pollution Control.

- B.2.1.** In accordance with Irish Law smoking is NOT permitted in the Administration building, the Amenities barge, or in the immediate environs of the Fuelling berth at Traders Wharf.
- B.2.2.** There is a specific facility for refuse disposal. The Company supports a recycling policy and the legal requirements for the disposal of hazardous waste. Facilities for the disposal of batteries and general waste are provided together with facilities for the recycling of “dry recyclable” materials, glass and also waste engine oils. Please assist the Marina efforts and segregate your refuse as appropriate.
- B.2.3.** Indiscriminate disposal of waste for recycling can be dangerous and would ultimately result in increased costs which will affect all berth holders in and visitors to the marina.

B.3. Berth holders desiring to install a boat lift in Dun Laoghaire Marina.

- B.3.1.** All requests for the installation of boat lifts must be made to Dun Laoghaire Marina management. Dun Laoghaire Marina, in its sole discretion, may allow the installation of a boat lift.
- B.3.2.** If the request for the installation of a lift is allowed the following conditions must be met:
 - Dun Laoghaire Marina must approve the type of lift and the installation company.
 - Dun Laoghaire Marina, or its contracted lift specialist, will inspect the work upon completion, and communicate to the customer that either the work has been done satisfactorily or that additional work is needed to complete a safe install.
- B.3.3.** When the lease is terminated and the customer removes his boat from the marina, it is understood that the lift remains the property of the customer. All costs associated with returning the slip to its original condition will be the responsibility of the customer. This includes, but is not limited to, replacement of pontoon boards and rubrail and repair of any structural defects with the pontoon fingers.
- B.3.4.** Dun Laoghaire Marina, in its sole discretion, may determine that a particular slip is not suitable for a boat lift.

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Section C

Berthing, Manoeuvring and Safety

C.1. BASIC SERVICES

- C.1.1. Shore power is available at most berths through individual connections on the service pillars. Power will be supplied on insertion of a power card that may be purchased through the Administration Office. The charge for 10Kw or 50Kw cards will be as published on the variable charge sheet.
- C.1.2. Potable water supply is available at selected service pillars. When hosepipes have been used they shall be coiled and re-stowed on the service pillar. Currently there is no charge for the supply of water. Due to proposed development of water metering charges may be introduced at a later date.

C.2. FUEL AND GAZ SUPPLIES

- C.2.1. Diesel fuel and 95 Octane unleaded petrol is available from the marina Fuel Berth at Traders Wharf. Standard Camping Gaz 904 and 907 cylinders are available through the Administration Office. Associated engine lubrication oils and coolant are also available. Charges are detailed on the variable charge sheet displayed on the notice boards and available at the Administration Office.
- C.2.2. Fuel supplies are available on request from 08.30 to sunset during the months of April to September. From October through to March fuel is available on request from 09.00 until sunset.
- C.2.3. Credit facilities shall not be available for fuel uplifts except by prior approval and will be dependent on quantity and on payment procedures. Payment for fuel /oil uplift shall be made at the time of the uplift. (See 1.3.2 for methods of payment.)

C.3. ENVIRONMENTAL PROTECTION.

- C.3.1. In the event of fuel spillage during refuelling an environmental pollution control kit is available for use by marina staff. The instructions of these staff shall be followed at all times in such circumstances.
- C.3.2. In addition to the main kit provided for spillage at the Fuel Berth, a supply of pollution control equipment is available through the marina Administration Office

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for cleaning up minor spillage of hydrocarbon fuels which may occur during fuel/oil transfer. The marina office must be informed of such spillage immediately in order to take the necessary action to limit pollution. (Harbour Bye-law 21)

- C.3.3.** No vessel shall discharge sewage directly into the marina or harbour. Lavatory facilities are available within the Administration Building and on the Facilities barge. Vessels fitted with holding tanks may discharge sewage at the Pump-out facility co-located at the Fuel Berth. There is a charge for this Pump-out service which is published in the variable charge sheet.
- C.3.4.** Except in cases of emergency, bilge water shall not be discharged within the marina or harbour boundaries. Before discharge every effort must be made to ensure discharge of hydrocarbon fuel/oil is minimal. Material for the absorption of hydrocarbon fuels is available at nominal charge from the Marina Office. For waste oil/fuel disposal see B.2.2. above.
- C.3.5.** Refuse bins are provided on the forecourt. Please recycle your waste as appropriate. A nominal environmental waste management charge is detailed separately on each contract as required by the Harbour Waste Management Plan.
- C.3.6.** A specific Battery Disposal facility is provided. All types of batteries should be disposed of in this facility.

C.4. BERTHING.

- C.4.1.** A berth holder or the skipper of a visiting vessel is responsible for ensuring that their craft is adequately secured by suitable warps and protected by suitable fenders.
- C.4.2.** No part of the vessel shall overhang the pontoons or walkways. (See also C.6.9.)
- C.4.3.** The Company accepts no liability for damage to first or third party vessel caused by inadequate mooring or fendering.
- C.4.4.** Where common cleats are used, berth holders 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 vessel's deck and secured/ stowed appropriately.
- C.4.5.** The speed limit within the marina boundaries is "No Wake". When approaching or leaving a berth speed shall be kept to the minimum required to maintain steerage. Propeller wash and wake shall be kept to a minimum.

C.5 MANOEUVRING.

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- C.5.1. Any power driven vessel shall at all times give way to yachts under sail while manoeuvring in the approaches to, and inside the breakwaters. This rule also applies when manoeuvring in the fairways within the Marina. Marina berth holders and skippers of visiting vessels should note that there are many sailing yachts operating from swinging moorings and launching facilities within the waterfront area bounded by the breakwaters.
- C.5.2. Attention is drawn to the Dun Laoghaire Harbour Bye-Law 11.1 which states “No Power driven vessel shall exceed the speed of 8 knots, or shall race or take part in any race, within the harbour”
- C.5.3. As stated in C.4.5. above when manoeuvring within the Marina and its approaches due care shall be taken to minimise propeller wash and wake turbulence. This reflects good seamanship and is a basic common courtesy when operating within a marina.

C.6. SAFETY.

- C.6.1. Children aged twelve years and under shall wear a lifejacket at all times while on the forecourt area, walkways, pontoons and fingers of the marina, and must be under the supervision of a responsible adult at all times.
- C.6.2. Berth holders allocated berths in the west bight area shall wear a lifejacket at ALL times during the ferry trip from/to the marina. Persons refusing to wear a lifejacket shall not be carried on the ferry vessel.
- C.6.3. No person shall deliberately enter the water from any part of the marina or any vessel berthed thereon. Safety Ladders (Yellow) are installed on either side of the central walkway located between each pier and at other strategic locations within the marina installation.
- C.6.4. Lifebelts and lifelines are located at clearly identified positions throughout the marina. Interference with these installations which obviously affects their intended use must be reported immediately to the marina office. Remember YOU might need it next.
- C.6.5. When using marina barrows, care shall be taken to avoid causing an obstruction on the walkways and pontoons.
- C.6.6. All vessels shall be adequately moored and fendered. Warps and other equipment shall not be left on the walkways, pontoons, or fingers causing obstruction to pedestrians.

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- C.6.7. When using shore power the connecting cable shall not be left in a manner likely to be an obstruction to safe pedestrian passage. The cable shall also be sufficiently slack to allow for movement without damage to the service pillar or lead.
- C.6.8. When using fresh water hose connections the hose shall at all times be laid so as not to form an obstruction to safe pedestrian passage and shall be coiled and returned to its distribution point and the tap turned off.
- C.6.9. When berthed, no part of the vessel shall overhang any part of the Marina walkways, pontoons or fingers. (Deck stowed anchors, push-pit, pulpit, davits /ships tender, bowsprit, mizzen/mainsail boom – See also 3.4.2.also.)
- C.6.10. All sails shall be stowed or furled and all halyards tied off to prevent “halyard slap”.
- C.6.11. Fire fighting equipment is located at clearly defined positions throughout the marina. Marina staff are trained in the use of the equipment and should be alerted by VHF radio giving location of fire. Instructions for the use of the fire extinguishers are displayed at the fire points and should be followed. DO NOT wait for marina staff to arrive . Familiarise yourself with the printed display so that in the event of a requirement you can start controlling a fire until marina staff arrive.
- C.6.12. **When refuelling at the fuel berth smoking is not permitted.**
In addition all unnecessary electronic and electrical equipment should be switched off during the refuelling operation. Vessels shall not lie alongside or raft up at the fuel berth. Vessels shall always be manned by a competent person during refuelling.
- C.6.13. It is recommended that prior to leaving your vessel a simple check list is developed to ensure that it is left in a safe condition. (Berthed securely, Communications – OFF, Electrics – OFF, EPIRB –OFF and Secure , Fuel –OFF, Gas-OFF, Hatches –Secured, Halyards-Tied off, Mooring lines-SECURED and free end coiled, Sea cocks – CLOSED, **CABIN ACCESS HATCH SECURE/LOCKED.**

C.7. DOMESTIC PETS.

- C.7.1. Domestic Pets are not permitted on the forecourt, bridge, walkways or pontoons unless on a leash.
- C.7.2. If your pet fouls on the marina forecourt and entrance areas PLEASE CLEAN UP.

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C.8.SOCIAL BEHAVIOUR

- C.8.1 Berth holders shall at all times respect the privacy of others and shall ensure noise pollution is kept to a minimum.
- C.8.2. Mobile telephones shall be turned off and not used within the Administration Office areas.
- C.8.3. Barbecues shall not be operated within the confines of the Marina.

Glossary of terms.

The term “the Company” in these Operating Rules shall mean Marina Marketing and Management Ltd trading as Dun Laoghaire Marina

The term “the marina” in these Operating Rules shall mean Dun Laoghaire Marina.