



DUN LAOGHAIRE MARINA OPERATING RULES

ABOUT

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.

Paal Janson CMM
General Manager
Dun Laoghaire Marina

On behalf of Marina Marketing and Management Ltd.
We trust you will enjoy the facilities at Dun Laoghaire Marina.



Dun Laoghaire Marina

Operating Rules

Issued by Marina Marketing & Management Ltd

Dun Laoghaire Rathdown County Council

Dun Laoghaire Rathdown County Council is the local authority for the county and oversees 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 Byelaws of Dun Laoghaire Harbour.

A copy of the Dun Laoghaire Harbour Bye-Laws may be obtained from:

<https://www.dlrcoco.ie/sites/dlrcoco/files/2023-05/Harbour%20Bye-Laws.pdf>

Contents

SECTION A – GENERAL ADMINISTRATION	2
A.1 ACCESS	2
A.2 MARINA OFFICE	2
A.3 MARINA VARIABLE CHARGES	2
A.4 BERTH LEASE AGREEMENT	2
A.5 CANCELLATION OF BERTH LEASE AGREEMENT	3
A.6 INSURANCE	4
A.7 LIVEBOARDS	4
A.8 DATA RETENTION POLICY	4
A.9 BIOMETRIC DATA POLICY	4
SECTION B – AMENITY BUILDING FACILITIES & FORECOURT	5
B.1. FACILITIES AVAILABLE	5
B.2. ENVIRONMENTAL POLLUTION CONTROL	5
B.3. BOATLIFT / FLOATING PONTOONS	6
SECTION C – BERTHING MANOEUVRING & SAFETY	6
C.1. BASIC SERVICES	6
C.2. FUEL AND GAZ SUPPLIES	6
C.3. ENVIRONMENTAL PROTECTION	7
C.4. BERTHING	7
C.5. MANOEUVRING	8
C.6. SAFETY	8
C.7. DOMESTIC PETS	9
C.8. SOCIAL BEHAVIOUR	9
SECTION D – GLOSSARY OF TERMS	10



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 Byelaws.
- A.1.2** Access to the marina administration building and forecourt shall be through security-controlled gates and doors.
- A.1.3** Wheelchair access 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:
- Administration building 08.00 to 22.00 hours per day.
 - Main marina 24 hrs per day through the right-hand side entrance gate.

A.2 MARINA OFFICE

- A.2.1** The 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.3 MARINA VARIABLE CHARGES

- A.3.1** The charges for the various services available within the marina may 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. Annual or seasonal berthing shall be paid for by electronic money transfer, credit card or cash

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 by April 1st. For Winter Berthing contracts fees are due on October 1st. Unless payment is made through Standing Order, which is subject to a 2% administration fee. Please request a Standing Order form from the marina office if you wish to avail of this payment method.
- A.4.3** For Annual standing orders there are six consecutive instalments, starting on April 1st, with the final payment due on the September 1st. Summer & Winter standing orders consist of three consecutive instalments, commencing on April 1st for summer and October 1st for winter, with fees to be settled by June 1st or December 1st, respectively.
- A.4.4** The Annual contract is only available to commence in April each year and carries a minimum term of eleven months. Summer and Winter contracts each carry a minimum term of three months. Any stay that does not meet the minimum term for a contract, or any period after a contract has expired where the boat remains on the marina, will be charged at the published short-term rates.



A.4.5 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.4.6 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.4.7 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:

- Retain the power to remove any vessel and any associated equipment.
- Hold any vessel and/or equipment pending settlement of account including interest as applicable.
- 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.4.8 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.4.9 All vessels shall be clearly identified by name or registered number that shall be readily visible from the pontoons.

A.4.10 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.

A.5 CANCELLATION OF BERTH LEASE AGREEMENT

A.5.1 Berthing contracts may be cancelled by giving 30 days' notice to The Company. Any balance is refunded from the end of the calendar month in accordance with A.5.3

A.5.2 Berthing contracts are non-transferable. In the event a berth holder sells their boat, the balance of their existing berthing contract may not be sold or assigned to the new owner. The seller's account will be closed in accordance with A.5.3 Cancellation of a Berthing Agreement, and any credits or refunds due will be calculated based on the departure date.

The new owner must apply directly to the marina for a berth and will be subject to availability, suitability, and our current published fees and contract terms. Entry into a contract with the marina is not guaranteed and is at the sole discretion of the Company.

A.5.3 Cancellation of a Berthing Agreement

Annual contract to depart early between:

- 1st April – 30th June: Converted to short-term rates.
- 1st July – 30th September: Converted to a full summer / summer pro rata contract.
- 1st October – 31st December: Converted to a full summer contract and winter short term rates.
- 1st January – 31st March: Cancellations after 1st January result in the commuted fees being greater than the initial annual figure paid and therefore no refund is given.

Summer contract to depart early between:

- 1st April – 30th June: Converted to short-term rates.



- 1st July – 30th September: Converted to a summer pro rata contract.

Winter contract to depart early between:

- 1st October – 31st December: Converted to winter short term rates.
- 1st January – 31st March: Converted to a winter pro rata contract.

A.5.4 Contract Overstay: The “Termination Date” shall be March 31st for annual and winter contracts and September 30th for summer contracts. After the “Termination Date” short term fees shall apply.

A.6 INSURANCE

A.6.1 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.6.2 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.7 LIVEBOARDS

A.7.1 Liveboards are not permitted under any circumstances. Subletting of berths, renting, or advertising boats through platforms such as Airbnb or similar, is strictly prohibited. Berths are allocated solely for the private use of the named berth holder, and any breach of this condition may result in immediate termination of the contract and removal of the vessel from the marina.

A.8 DATA RETENTION POLICY

A.8.1 Under the DPAs and 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 is being processed.

A.9 BIOMETRIC DATA POLICY

A.9.1 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.

A.9.2 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.

A.9.3 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.



A.9.4 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.

A.9.5 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.

A.9.6 Person aged between 12-17 years are required to have parental/guardian consent to be registered on the Biometric access system. Persons under 12 years are required to be supervised on the marina at all times.

SECTION B – AMENITY BUILDING FACILITIES & 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 free of charge. Lockers left occupied in excess of 72hrs shall be emptied and contents disposed. 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 fully accessible and family changing room with a shower and lavatory are available from the marina forecourt. 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 wheelbarrows is available. A €1-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.

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 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 and visitors to the marina.

B.3. BOATLIFT / FLOATING PONTOONS

B.3.1 All requests for the installation of boat lifts or floating pontoons must be made to Dun Laoghaire Marina management. Dun Laoghaire Marina, in its sole discretion, may allow the installation of a boat lift or floating pontoon.

B.3.2 If the request for the installation of a lift or floating pontoon is allowed the following conditions must be met:

- Dun Laoghaire Marina must approve the type of lift or floating pontoon and the installation company.
- Dun Laoghaire Marina, or its contracted lift or floating pontoon 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 or floating pontoon 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 rub rail 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 or floating pontoon.

SECTION C – BERTHING MANOEUVRING & 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 smart card that may be purchased through the Administration Office. The charge per Kwh will be as published on the variable charge sheet.

C.1.2 Potable water supply is available at selected service pillars in blue hoses. 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 DERV fuel and E10 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 until ½ hr before sunset or our operating hours during the months of April to September. From October through to March fuel is available on request from 09.00 until ½ hr before sunset or our operating hours.

C.2.3 Credit facilities are not available for dispensed fuel except by prior approval and will be dependent on quantity and on payment procedures. Payment for fuel /oil shall be made at the time of dispensing. (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 the staff shall be always followed 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 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 Byelaw 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 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.

C.3.6 A specific Battery Disposal facility is provided. No Alkaline 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 If a vessel is observed to be taking on water or is otherwise at risk of sinking, the Marina will make every reasonable effort to contact the Owner. Where immediate action is required to prevent further damage or loss, Marina staff may, at their discretion, take steps to bail the vessel to a safe level. A service charge of €30 per incident will apply for this intervention. The Marina accepts no liability for any damage, loss, or consequential costs arising from water ingress, emergency intervention, or failure to intervene. The Owner remains solely responsible at all times for the condition, maintenance, and safety of their vessel while berthed at the Marina.

C.4.3 No part of the vessel shall overhang the pontoons or walkways.

C.4.4 The Company accepts no liability for damage to first or third-party vessel caused by inadequate mooring or fendering.



C.4.5 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 or stowed appropriately.

C.4.6 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 steerageway. Propeller wash and wake shall be kept to a minimum.

C.5 MANOEUVRING

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 Byelaw 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 always wear a lifejacket 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 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.6.3 Diving within the marina is strictly prohibited unless carried out in full compliance with the Safety, Health and Welfare at Work (Diving) Regulations 2018 (S.I. No. 254 of 2018) as set out by the Health and Safety Authority (HSA). All diving activities must be undertaken by suitably qualified personnel in accordance with these regulations and require the expressed prior permission of the Harbour Master. Unauthorized diving is not permitted under any circumstances.

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.



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 freshwater 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. Including but not limited to: Deck stowed anchors, push-pit, pulpit, davits, ships tender, bowsprit, mainsail boom.

C.6.10 All sails shall be stowed or furled, and all halyards tied off to prevent “halyard slap”.

C.6.11 Firefighting 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.

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 your boat 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
- 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.

C.8.SOCIAL BEHAVIOUR

C.8.1 Berth holders shall always 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.

SECTION D – GLOSSARY OF TERMS

D.1.1 The term “the Company” in these Operating Rules shall mean Marina Marketing and Management Ltd trading as Dun Laoghaire Marina

D.1.2 The term “the marina” in these Operating Rules shall mean Dun Laoghaire Marina.