



REGIE DES OUTILS DE MISE A SEC DU PORT DE CHERBOURG (HAUL-OUT SERVICE OPERATOR)

RULES FOR USING THE SYNCROLIFT

Having regard to the General Local Authorities Code (*Code général des collectivités territoriales*) and in particular Articles [L 2221-1](#) et seq.,

Having regard to the General Public Property Code (*Code général de la propriété des personnes publiques*),

Having regard to Article L341-4 et seq. of the Tourism Code,

Having regard to the Transport Code and in particular Articles [L 5331-1](#) et seq. and [L 5337-1](#) et seq.,

Having regard to Decision no. 20-159 of 7 December 2020 recording the creation of the "**régie des outils de mise à sec du port de Cherbourg**" (Port of Cherbourg haul-out service operator).

Having regard to the favourable opinion of the operating board (*conseil d'exploitation*) dated.....,

Having regard to Decision no. of the board (*comité syndical*) of the Ports of Normandy port authority adopting these operating rules,

Reminder:

Until the end of 2020 the Port Authority, the "Syndicat Mixte Ports de Normandie" (Ports of Normandy joint authority) was responsible for the management of the equipment used to haul out vessels at the Port of Cherbourg. From a regulatory point of view, these operations amounted to a commercial activity.

Considering that the public haul-out equipment management services are Industrial and Commercial Public Services;

Considering that the direct operation of an industrial and commercial public service by the *Syndicat Mixte* (joint authority) must be the subject of a public entity known as a "*régie*" as provided for by Article L.1412-1 of the General Local Authorities Code;

It was therefore decided to set up, as of 1 January 2021, a *régie* with the financial autonomy to carry on one activity, that of managing the haul-out equipment managed by Ports of Normandy (Travelift, Syncrolift and dry dock). The *Syndicat Mixte Ports de Normandie* therefore provides the *régie* with all of the resources it needs to operate the haul-out equipment.

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ARTICLE 1 - OBJECT OF THE RULES

The object of these rules is to set out the conditions under which the Syncrolift is made available to the users.

The Syncrolift is operated by the haul-out service operator, the *régie des outils de mise à sec* of the Port of Cherbourg.

Use of the equipment implies full acceptance of these rules and the rates applicable to their use decided by Ports of Normandy.

A copy of these rules is available for users to consult at the Cherbourg Operations Centre (Bassin du Commerce swing bridge) and on the Ports of Normandy website.

Terms used in these rules to refer to the different parties involved:

- **Manager**: Ports of Normandy, Haul-out Service Operator (*Régie*), Access and Maintenance Division, Cherbourg Operations Centre
- **Shipowner**: the owner of the vessel
- **User**: shipowner or legal representative entering into the contract for the service requested
- **Dock master**: provider appointed by Ports of Normandy and in charge of transferring and positioning the vessel on the Syncrolift and the work platform.

ARTICLE 2 – REQUEST AND ADMISSION TO USE THE INSTALLATIONS AND APPARATUS

1. Use

Regardless of the type of vessel, priority will be given to requests to use the facilities for maintenance and repairs over dry berthing.

2. Type of vessels

Commercial vessels including passenger ships, working and support vessels have priority over other vessels.

3. Order of admission

Subject to restrictions in points 1 and 2, installations and apparatus will be made available to users in the order they are requested.

Requests will be recorded in the order and on the date when they are forwarded by the manager. Where the hauling out operation is technically feasible and the order accepted, the applicant will be notified within eight days of receipt of the ship's full details.

Ports of Normandy reserves the right to request a date change depending on operations that may arise between acceptance of the order and 15 days prior to the planned **haul-out** date.

The request must always be made in writing (*Annex I*) and must include:

- Description and registration no. of the vessel;
- Dimensions and official tonnages with a file containing up-to-date vessel drawings and charts, details of appendages and bilge keels (with a first request or if alterations have been made to the vessel only);
- Vessel's forward draught, midship draught and aft draught on presentation;
- Vessel weight on presentation (*including the lightweight displacement or normal load displacement and, if the manager allows the vessel to be lifted loaded, the weight of the extra load*);
- The vessel blocking plan with the load distribution⁽¹⁾;
- The date when the vessel will be ready to be hauled out;
- The actual occupancy period of the maintenance platform requested, including the preparation time needed to set up the keel blocks and remove them after the vessel is relaunched;
- The days and hours when work will be carried out on the vessel;
- Vessel replacement cost;
- Name of the shipowner's official representative;
- Completed account creation form (user's first request only).

(1) The maximum permissible load (including trolleys and keel blocks) is 50 T/metre. The platform is 90 m long by 32 m wide.

If a vessel with a booking cannot be presented at the scheduled time and date, the user must inform the manager giving at least 24 hours' notice.

If a vessel is not present at the scheduled time, the user must renew the request and take the first available slot that they can.

4. Terms and conditions of use:

The shipowner or their legal representative named in the request must be present in person for the haul-out/relaunch of their vessel.

Vessel haul-outs and relaunches take place on working days, taking account of tidal constraints, during the standard working hours at Ports of Normandy (7 am – 6 pm). However, the manager may carry out these operations outside of these hours and days, if it deems it possible.

The shipowner or their legal representative must follow the instructions given by the Dock Master in charge of coordinating operations. The instructions given guarantee the safety of the operations relating to the raising and lowering of the vessel and its transfer onto the work platform.

The vessel must be equipped with mooring lines, fenders and all the equipment needed to guarantee safety during lifting operations.

5. Suspension of handling and repair operations:

If the manager considers that there is any danger involved in a lifting operation or the moving or maintenance/repair of the vessel on the hardstanding, the manager and/or the users must suspend operations immediately until everything is safe once again. No compensation may be claimed for delays.

Likewise, when handling or other mobile equipment has to be moved, users must stop all activities on the orders of the manager or the staff in charge of policing the port. No compensation may be claimed for delays. In both of these cases, users will only be billed for the time when they were able to use the facilities.

ARTICLE 3 - OBLIGATIONS OF PORTS OF NORMANDY TOWARDS USERS

Ports of Normandy shall make the installations available to the public, not only during normal working hours in the port, but also outside these hours, day or night, where the request has been made in writing to the manager and accepted as per the procedure described in Article 2.

The manager will be required to manoeuvre the Syncrolift according to the instructions and under the responsibility of the Dock Master appointed by Ports of Normandy.

The manager shall allow the hardstanding adjacent to the Syncrolift to be occupied during the work, and provide the space required for organising the repair work site for each vessel and for the temporary storage of the corresponding equipment, within the limits of the space available and the access provided to the service building, at the rates applied by Ports of Normandy.

The manager will make the platform available to the user at most two weeks before the vessel's haul-out date in order to allow the preparation of the keel blocks and for one week after relaunch so that the trolleys can be stowed away and the platform cleaned.

Generally, the **manager** will not incur any liability due to damage of any kind that may result for users, their property and their employees, or for third parties, from the use of the maintenance platform **for operations not conducted under the manager's control**, in particular during storage periods.

The manager or its representative will raise an operations tracking form to serve as a neutral record and the basis for billing the services at the applicable rates. This tracking form will also be used to record any damage to the Syncrolift installations or the equipment and premises provided to the user. If such damage is caused by the user during the occupancy period, the necessary repairs, refurbishment or replacements will be billed at cost to the user.

ARTICLE 4 – OBLIGATIONS OF USERS

All vessels using the Syncrolift must be stable. The Dock Master will check that the keel blocks placed are compliant with the plan provided before securing and transferring the vessel. If the keel blocks are not compliant or there is a risk of instability, the haul-out operation may be aborted.

Where stability is altered during the manoeuvre and possible damage to the structures is suspected on lifting or hauling out the vessel, a special inspection of the Syncrolift may be conducted at the manager's request after hauling out.

If such damage attributable to the vessel is caused to the structure or its environment, the shipowner will cover the cost of repairs and pay for the costs incurred for the inspection. If no such damage is observed, Ports of Normandy will cover all costs.

The user will cover the cost of preparing the cradles and keel blocks, towing and hauling vessels on entry and exit, mooring operations carried out by operators approved by the Port of Cherbourg, and the storage and protection of any equipment it deposits on the Syncrolift and the hardstanding.

Modification of the trolley and tie bars or any other equipment made available to the user is strictly prohibited except with the express agreement of Ports of Normandy. The costs of restoring them to their initial condition will be borne by the user.

Any repair work to the trolleys will also be charged to the user, except painting.

When repairs to the vessel are complete and before the vessel is relaunched, the user will, at their own expense, remove any items, refuse or waste originating from the ship or resulting from the work that have been left on the hardstanding and Syncrolift. Generally, the maintenance platform and any equipment and premises made available must be returned in their initial condition.

Where the user fails to comply with this requirement even after a formal notice to do so, Ports of Normandy will take care of it at the user's expense.

Furthermore, the vessel cannot be relaunched until expressly agreed in writing by the shipowner, ship's agent or the captain of the vessel.

Finally, the user undertakes to carry out the repairs and maintenance work in compliance with all currently applicable regulations, environmental regulations in particular.

ARTICLE 5 – LIGHTING

The manager is not obliged to provide lighting in the maintenance area for night work by the users.

ARTICLE 6 – APPLICATION OF RATES

Occupancy of the maritime public domain is governed by the General Local Authorities Code and the General Public Property Code. Occupancy of the public domain is necessarily temporary, at will and revocable. Any occupancy or use of the public domain gives rise to the payment of a fee.

The rates are decided by the board of the PORTS OF NORMANDY port authority (*comité syndical*).

1. Occupancy period of the maintenance platform:

The duration of maintenance platform occupancy and provision of trolleys will be calculated in calendar days. The first day taken into account for billing purposes will be the day when the vessel is hauled out.

The last day of occupancy will be the day when the vessel is relaunched.

The periods allowed for preparation and clearing away up to the maximum durations mentioned in Article 3 will not be billed.

If the relaunch is delayed due to bad weather or any other case of force majeure, the user will not be able to claim any compensation on those grounds.

Once relaunch is complete, the vessel must exit the Syncrolift zone quickly by following the orders of staff in charge of policing the port.

2. Reduction of the occupancy period:

The occupancy period is the period for which the space is booked for the vessel. This period can only be reduced with the express authorisation of the manager and subject to the applicable pricing conditions.

3. Extension of the occupancy period:

Except in exceptional circumstances, the occupancy period is limited to the period for which the space is booked for the vessel. This period can only be extended with the express authorisation of the manager.

If no such permission has been obtained, if the vessel remains in the space on expiry of the initial period, the manager will issue the shipowner with an official notice to vacate the space within a given timeframe. When that deadline is reached:

- If the vessel is able to float, but the user has not taken all the measures necessary to speed up the completion of the works as recommended in writing by the manager within 48 hours of receiving said recommendations, the manager will be entitled to relaunch the vessel without waiting for the repairs to be finished. The manager will be able to order the relaunch of the vessel, entirely at the user's expense and risk.
- If the vessel is unable to float, the manager will be entitled to have makeshift repairs carried out at the user's expense and to relaunch the vessel.
- The manager will also be able to move the vessel to any other storage space, again at the user's expense.

As of the issuing of this formal notice to vacate the space, the manager will no longer accept any liability for the vessel.

Any overstay after the date specified in the user's initial request will be billed at the rates set by a decision of Ports of Normandy.

Any compensation for costs and business interruption incurred by the next user will be payable by the user responsible for the delay.

ARTICLE 7 – HAULING OUT OF SEVERAL VESSELS

The manager cannot accept two or more vessels on the Syncrolift platform without the written consent of the captains or shipowners.

Where consent is given, each vessel will incur the charges calculated at the applicable rate.

ARTICLE 8 – INSURANCE OF PROPERTY BELONGING TO PORTS OF NORMANDY, USERS OR THIRD PARTIES

1. Insurance policies taken out by users

The manager will require that users provide proof of an insurance policy covering at least the following risks:

- civil liability with regard to damage to port facilities (*structures and equipment*)
- raising and removal of wreckage in the event of the vessel sinking within the administrative boundaries of the port;
- damage caused to third parties within the technical area;
- theft;
- pollution;
- fire.

The user must submit the corresponding certificate with the request to use the installations. This shall cover at least the planned period of use.

2. Terms and conditions of users' insurance

The cost of insurance to cover fire, loss, theft, etc. of vessels, objects and materials other than those belonging to Ports of Normandy is not included in the fees.

Ports of Normandy has taken out civil liability insurance with respect to the Syncrolift and its use.

This insurance covers vessel damage and physical injury while manoeuvring or using the Syncrolift where liability lies with Ports of Normandy.

The insured value where no special declaration is made by the user is €15 million (combined single limit for *physical injury, property damage and consequential loss*).

The user remains liable for any damage it causes to the installations.

Thus, throughout the time when the vessel is on the maintenance platform, Ports of Normandy may not be held liable for any damage incurred by the user or their employees or caused to the user's vessel or to the user or their employees' property.

ARTICLE 11- CONSEQUENTIAL LOSS

Insofar as its liability is recognised by ordinary law, Ports of Normandy's liability in terms of consequential losses caused by the Syncrolift being unavailable is limited to:

- property damage and consequential loss: €5,000,000;
- pure financial loss: €1,500,000.

It is stipulated that the user and/or the shipowner shall waive all civil liability claims that they may be entitled to make against Ports of Normandy and its insurers in excess of the above amounts.

ARTICLE 12 – PREVENTION OF POLLUTION

The user who signed the occupancy contract with Ports of Normandy is responsible for cleaning the space during occupancy and after departure of the vessel. However, if cleaning is not carried out, the manager will have it done by their own staff or by an accredited firm. This service will be invoiced to the user.

Failure of a user to observe the following instructions will entitle the manager to refuse future admission of the user's vessel(s) to the service yard.

1. Before hauling out

The vessel must be unloaded and all holds cleaned of residues before any hauling out operation is undertaken. An inspection may be conducted by a member of the manager's staff. At the manager's request, any gear and equipment will be removed from the vessel before lifting.

The manager and user will carry out a joint inventory before the vessel is brought alongside and again on its departure.

2. When the vessel is on the hardstanding

Discharging of waste or effluent from a vessel onto the hardstanding is strictly prohibited. Offenders are liable to receive a penalty notice issued by the harbourmaster's office and will be billed for the cost of removal.

Bilge water and black and grey water will be pumped from vessels and removed by specialist operators at the shipowner's request. In this case, copies of the tracking forms will be sent to the manager.

3. During careening, sandblasting and general repair operations

The user of the space will clear away all waste at the end of each working day. The manager will inspect the entire service yard. Offenders are liable to receive a penalty notice issued by the harbourmaster's office and will be billed for the cost of removal.

4. On relaunch

Before relaunching vessel, the user must also clear away all waste resulting from repair work on the vessel, and disassemble and remove all objects and equipment used during these operations. The trolleys and tie bars must be removed, returned to their initial condition and cleared away at the latest one week after the vessel is relaunched. Offenders are liable to receive a penalty notice issued by the harbourmaster's office and will be billed for the cost of removal or repair.

The manager and the user will carry out a joint inventory before the vessel is relaunched.

ARTICLE 13 – MEASURES TO REDUCE ENVIRONMENTAL IMPACTS

When careening with a water hose and/or spray painting, a system of tarpaulins must be set up to retain all particles within the immediate vicinity of the vessel.

Any damage caused to other vessels, equipment or vehicles in the vicinity of the platform or to any equipment belonging to the manager or other users as a result of ineffective protection will be charged directly to the user responsible.

ARTICLE 14 - COMPLAINTS

The manager's office will keep a register for the purpose of recording complaints against the manager or their staff. The manager will advise Port Management whenever a complaint is made. Port Management will conduct an enquiry and record its decision in this register. The register may be consulted by users on request.
