



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

RULES FOR USING THE DRY DOCK

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 dry dock is made available to the users.

The dry dock 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

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

a) Use

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

b) Type of vessels

Vessels that are at risk or constitute a risk to the port (water ingress, serious damage) have priority, and then fishing and working vessels, support vessels and passenger vessels have priority over other vessels.

c) Order of admission

Subject to the restrictions in points a) and b), 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 dry docking 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 8 days prior to the planned dry docking date.

Notwithstanding the provisions above concerning the order of admission, priority will be given to:

1. Vessels at risk of sinking
2. Vessels belonging to Ports of Normandy

When there is an urgent need to get a vessel into the dry dock, it will be possible to oblige a vessel already occupying it to leave temporarily:

- subject to the schedule of rates;

And

- subject to the vessel in the dry dock being fit for relaunch.

The urgency of the situation will be assessed by the staff in charge of policing the port and, in the last resort, the Port Manager.

The request must always be made in writing (*Annex 1*) and must include:

- Description and registration no. of the vessel;
- Its dimensions and official tonnages;
- Vessel's forward draught, midship draught and aft draught on presentation;
- Vessel weight on presentation;
- The date when the vessel will be ready to be dry docked;
- Requested occupancy period of the dry dock;
- The days and hours when work will be carried out on the vessel;
- The type of work envisaged and in particular whether careening or hull cleaning are planned;
- Vessel replacement cost;
- Name and address of the shipowner's official representative;
- Completed account creation form (user's first request only).

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 dry docking/relaunch of their vessel.

Vessel dry docking 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.

At least 24 hours before the date scheduled for the haul-out or relaunch, the manager will confirm the time of the operations to the user. This information will be provided in writing by the manager and may be sent to the user by any legal means: post, text message or email.

The shipowner or their representative must follow the instructions given by the manager. The instructions given guarantee the safety of the operations relating to the vessel's entry to and exit from the dry dock.

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

5. Suspension of handling and repair operations:

If the manager considers that there is any danger involved in a maintenance/repair operation on 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 may refuse entry if the operation is considered by the manager or the harbourmaster's office to be dangerous or liable to cause damage to the vessel or structure.

The manager will be responsible for operating the gates and the draining and filling valves, for drying the dock and keeping it constantly dry for the entire time the vessel is in it, for evacuating water released from vessels or used to clean hulls, for removing sludge and other materials after each draining with the exception of waste and detritus resulting from the cleaning of hulls which have been deposited on masonry or keel blocks.

When the user plans to carry out careening or hull cleaning and any mechanical work on the vessel's propulsion system that will lead to oil being discharged or leaked into the dry dock during the occupancy period, the manager must install and commission the filtration system beforehand. This service will be billed to the user at the applicable rates. The manager must take the measures necessary to drain the dry dock within twelve hours of the vessel entering the dock, not counting any interruptions in the draining requested by users.

The manager shall allow the hardstanding adjacent to the dry dock to be occupied free of charge 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.

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 dry dock and the adjacent hardstandings for operations not conducted under the manager's control, in particular during storage periods.

ARTICLE 4 – OBLIGATIONS OF USERS

For both entry and exit, the applicant undertakes to inform the manager – at least 24 hours before the time scheduled for the manoeuvre – if the movement cannot go ahead on the date and/or at the time scheduled.

All vessels entering the dry dock must be stable. If this is not the case, entry will only take place at the shipowner's risk or the manager may refuse entry.

If stability is altered during the vessel's stay in the dry dock, resulting in suspected damage to the structures on lifting or exit of the vessel, a special inspection of the dock may be conducted at the manager's request after the vessel's exit. If such damage attributable to the vessel is caused, the shipowner will cover the cost of repairs and will pay, according to the terms of the schedule of rates, for the preparation of special cradles or keel blocks, as well as the draining and occupancy of the dry dock made necessary by the inspection and repairs. If no such damage is observed, Ports of Normandy will cover all costs.

Furthermore, users must take all useful measures to carry out the inspection and repair of their vessel without the slightest delay, failing which, the harbourmaster's office or the manager will issue them with a formal notice to evacuate the dry dock within a specified timeframe. If the vessel is still in the dry dock after the specified deadline, the manager will be entitled, without further formalities, to carry out the work needed to ensure the vessel is fit for refloating, then to flood the dry dock and shift the vessel out of the dock, all of which will be at the risk and expense of the shipowner, ship's agent or captain, without any right of recovery of charges already paid from Ports of Normandy.

The same measures may be taken at any time, after issuing a formal warning, as of the expiry of the deadline mentioned in the fourth paragraph of this article or any longer period granted by Ports of Normandy.

Users may have repairs carried out on their vessels provided they comply with all applicable regulations and take the urban environment of the site into consideration. Users shall take all possible measures to reduce nuisance caused by such work.

Accordingly, when making their booking and, in any case, before the vessel enters the dry dock, users must inform the manager if careening or hull cleaning operations are planned while the vessel is in the dry dock so that the manager can install and commission the filtration system.

The shipowner will cover the cost of preparing the cradles and keel blocks, lashing, towing and hauling vessels on entry and exit, and the storage and protection of any equipment it deposits in the dry dock and on the hardstanding.

When repairs to the vessel are complete and before the dry dock is flooded, the shipowner 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 the dry dock floor and altars.

If the shipowner fails to comply with this requirement, even after being issued with a formal notice to do so, these items will be removed by the manager at the shipowner's expense without prejudice to any prosecution for highway offences or any other sanction defined by the regulations in force and in particular the Environment Code.

Furthermore, the vessel cannot be relaunched until expressly agreed in writing by the shipowner, ship's agent or the captain of the vessel. This agreement must be obtained at least three hours before the vessel's exit.

ARTICLE 5 – LIGHTING

The manager is not obliged to provide lighting in the dry dock.

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. Requested occupancy period of the dry dock:

The occupancy period will be measured in calendar days. The first day taken into account will be the day when the vessel enters the dry dock.

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

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 dry dock 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 lifting and 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 hardstanding or 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 - DRY DOCKING OF SEVERAL VESSELS AT THE SAME TIME

The manager cannot accept two or more vessel in the dry dock at the same time 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 dry dock and its use.

This insurance covers vessel damage and physical injury while manoeuvring in or using the dry dock 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 in the dry dock, 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 dry dock 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 billed 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 dry docking

The vessel must be unloaded and all holds cleaned of residues before any dry docking 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 into the dry dock and again on its departure.

2. While the vessel is in the dry dock

Discharging of waste or effluent from a vessel into the dry dock or onto the hardstanding around it 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 dry dock and area around it. Offenders are liable to receive a penalty notice issued by the harbourmaster's office and will be billed for the cost of removal.

4. During careening or hull cleaning operations

When making their booking and, in all circumstances, before the vessel enters the dry dock, users must inform the manager if careening or hull cleaning operations are planned while the vessel is in dry dock so that the manager can install and commission the filtration system.

The user must check that the system has in fact been installed and is operational before starting its careening or cleaning work. If it is not operating correctly, they must inform the manager so that this can be rectified.

5. 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 in the dry dock.

Any damage caused to other vessels, equipment or vehicles in the vicinity of the dry dock 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.