



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

## LES MIELLES SERVICE YARD

### RULES FOR USING THE 300T TRAVELIFT

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 1 March 2022,

Having regard to Decision no. 22-046 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* (public-private entity 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.

## **ARTICLE 1 – OBJECT OF THE RULES**

The object of these rules is to set out the conditions under which the Les Mielles service yard is made available to the users.

The haul-out equipment and the service yard are 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, 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 – DESCRIPTION OF THE SERVICE YARD AND THE 300T TRAVELIFT**

The Les Mielles service yard is part of the maritime public domain at the Port of Cherbourg. Its facilities include the following (*plan attached*):

- 45-metre fitting-out pontoon (*berth AK2, managed by the harbourmaster's office of the commercial port*);
- Haul-out/relaunch basin: 40 x 10.50 metres;
- 9,000 square metres of hardstanding, entirely fenced off;
- Water and power distribution pedestals placed at regular intervals across the hardstanding;
- Hardstanding surface runoff water treatment unit;
- Travelift running surface between the basin and the hardstanding.

The technical characteristics of the travelift are as follows:

- Lifting capacity: 300 tonnes spread between 4 lifting beams,
- Clearance under cross beam (*when loaded*): 12.50 metres from ground,
- Masting crane: 2 tonnes at 6 metres.

## **ARTICLE 3 – REQUEST TO USE THE SERVICE YARD AND 300 T TRAVELIFT AND ACCEPTANCE**

### **1. - Request to use equipment**

The request must always be made in writing (*Annex 1*) 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 date when the vessel will be ready to be hauled out;
- Requested occupancy period of the hardstanding space;
- 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).

Users may be asked to enclose a bank guarantee certificate for €2,000 with the request, especially new customers and those domiciled abroad. This certificate will be returned as soon as any works concerned by paragraph 5 of Article 5 below have been carried out.

Requests will be recorded in a register kept by the manager as soon as they are complete, in the order and on the date of their entry. Where the hauling out operation is technically feasible and the order accepted, the applicant will be notified within 8 calendar days of receipt of the vessel's full details. This notification will include the dates of the handling operations. These dates may be changed by the manager giving at least 24 hours' notice before the handling operation concerned.

### **2. Organisation of operations**

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.

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.

When a vessel with a booking is not presented at the scheduled time, a new request must be submitted. It will be then be allocated to the next available slot.

Vessels belonging to the same shipowner may switch their order of entry, with the manager's agreement.

If the travelift is out of service for scheduled repairs, servicing or maintenance or in exceptional circumstances or a case of force majeure (*e.g. unfavourable weather conditions*), vessels booked in may not claim any form of compensation. After such a stoppage, operations will resume as planned.

For the same reasons, some vessels will have to postpone their relaunch. They will not be billed for the extra period of occupancy of the hardstanding. However, it is expressly understood that shipowners may not claim compensation.

### 3. Schedule of use

Requests to use the facilities are processed:

- firstly, on the criterion of availability of the service yard and the order of receipt of the request;
- secondly, on whether a vessel is to be relaunched or hauled out, the former having priority over the latter.

Notwithstanding the provisions above, priority will be given to vessels with major damage or on public interest grounds, such assessment being a matter for the Port of Cherbourg harbourmaster's office.

This priority right does not entitle vessels blocked on the hardstanding or unable to access it to compensation.

Except in the emergency situations referred to in the previous article, the general provisions apply. However, the manager reserves the right to refuse a vessel admission to its equipment. The main causes may be:

- The condition of the vessel
- Incomplete or manifestly incorrect information being provided

### 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 travelift operator. The instructions given by the driver guarantee the safety of the operations relating to the raising and lowering of the vessel. They will include, among other things, adjustments of the draft, ballast or cargo of the vessel presented.

The travelift operator will indicate how many crew members need to be present for the manoeuvre. The vessel must be equipped with mooring lines, fenders and all the equipment needed to guarantee safety during lifting operations.

If it deems it necessary, and in particular for a first haul-out, the manager may request the intervention of a team of divers to ensure the slings are correctly positioned. The ensuing extra cost will be borne by the user.

## **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 4 – OBLIGATIONS OF PORTS OF NORMANDY TOWARDS USERS**

PORTS OF NORMANDY shall make the installations available to users, 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 responsible for all the operations necessary to hauling the vessel onto the hardstanding and for relaunching it (*lifting the vessel – preparation of chocking/keel blocking - transport to the allocated space – depositing on the cradle or keel blocks – lifting again for relaunch*).

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 service yard for operations not conducted under the manager's control, in particular during storage periods.

The manager will raise an operations tracking form to serve as a neutral record and the basis for billing the services at the applicable rates.

## **ARTICLE 5 – OBLIGATIONS OF USERS**

All vessels using the travelift must be stable. If this is not the case, the haul-out operation may be aborted.

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

If PORTS OF NORMANDY finds that such damage attributable to the vessel has occurred, the user will not only have to pay for the cost of repairs but also the costs incurred for the inspection. If no such damage is observed, PORTS OF NORMANDY will cover all costs.

The user will be responsible for entering and leaving the basin and the storage and protection of any equipment it deposits on the hardstanding.

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 travelift.

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.

## **ARTICLE 6 – LIGHTING**

PORTS OF NORMANDY is not obliged to provide lighting on the hardstanding for night work by the users.

## **ARTICLE 7 – 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. Hardstanding occupancy period**

The occupancy period will be measured in calendar days. The first day taken into account will be the day when the vessel is hauled out.

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 travelift 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.

#### **4. Non-commencement or interruption of works**

When the owner of a vessel installed on the hardstanding is unable to commence or has to interrupt their repairs for any reason not attributable to the manager, the latter may decide to relaunch the vessel. The shipowner will be informed of such a decision as soon as possible.

## **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 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 travelift and its use.

This insurance covers vessel damage and physical injury while manoeuvring or using the travelift 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 all damage caused by the user, their property or their employees to the installations.

Thus, throughout the time when the vessel is on the service yard, 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 9 – CONSEQUENTIAL LOSS**

Insofar as its liability is recognised by ordinary law, PORTS OF NORMANDY's liability in terms of consequential losses caused by the travelift 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 10 – PREVENTION OF POLLUTION**

The user (*owner of the vessel and firms working on the vessel*) 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 lifting operations**

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

The manager will ensure that the previous user has swept and collected all residues and solid waste from the space before another vessel is hauled out. The manager and user will carry out a joint inventory before the vessel is brought alongside.

### **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.



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/maintenance operations**

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

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.

### **4. On relaunch**

Before lifting the vessel, or immediately afterwards, the user must also clear away all waste resulting from repair work, and disassemble and remove all objects and equipment used during these operations.

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

## **ARTICLE 11 – MEASURES TO REDUCE ENVIRONMENTAL IMPACTS**

Any damage caused to other vessels in the service yard or to any equipment belonging to the manager or other users as a result of ineffective protection will be charged directly to the shipowner responsible.

## **ARTICLE 12 – COMPLAINTS REGISTER**

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.

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