

TERMS AND CONDITIONS - All use of the Marina is subject to these Terms and Conditions

1. In these Terms and Conditions the Company shall mean Greystones Harbour Marina and/or its agents to whom the application for berthing is made which may be its associated companies, concessionaires, tenants and assignees for the operation (if any) of the boat repair yard, brokerage, or any other harbour facility. The expression "harbour" shall include a yacht harbour, marina, moorings, or any other facility for berthing a yacht. The expression "Owner" shall include a charter, master or agent or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle. The expression "Licence" shall mean the licence granted to the owner to berth any vessel on the Company's harbour or premises pursuant to these Terms and Conditions.
2.
 - a) All vessels or vehicles in or on the Company's harbour and premises may be moved by the Company to any part of the same harbour and premises.
 - b) The Company shall not be liable whether in contract, or otherwise, for the loss, theft or any other damage of whatsoever nature caused to any vessel or vehicle or any other property of the Owner or other claiming through the Owner except to the extent that such loss, theft or damage may be caused by the negligence or willful act of the Company or those for whom the Company is responsible.
 - c) The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by or instituted against the Company or its servants or agents which may be caused by the Owner's vessel or vehicle or by the Owner, his servants, agents, crew, guests or sub contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or willful act of the Company or those for whom it is responsible.
 - d) The Owner shall insure his vehicles or vessels against loss or damage howsoever caused and shall maintain third party insurance (including both public liability and where relevant employers liability insurance) in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, servants, visitors, guests and sub contractors a sum of not less than €2,500,000 in respect of each accident or damage and shall maintain in respect of each vessel adequate salvage insurance. Such insurance shall be effected and maintained by an insurance office of repute and the Owner shall produce the policy or policies relating thereto to the Company on demand.
3.
 - a) Except with the written consent of the Company which may be withheld at the Company's sole discretion, no part of the Company's harbour or premises or any vessel or vehicle shall be used by the Owner for any commercial purpose, including hiring, embarkation or disembarkation of charter parties, sale or demonstration of sale or hire of the vessel provided that the occasional use of the vessel by a personal friend of the Owner on payment to the Owner or a contribution towards the actual running cost of the said vessel shall not be deemed a commercial purpose hereunder. The Owner shall upon request by the Company supply to the Company full details in writing of all such use under the proviso to this rule.
 - b) The Owner shall be permitted to arrange a private sale of not more than one vessel (such vessel usually being berthed at the Company's premises) during any one or more periods of twelve consecutive months of the Licence granted to the Owner. In the event of such a private sale:
 - (i) The Owner shall be present at all times during which the vessel is being viewed, and he shall not be permitted to display a 'For Sale' notice on his vessel whilst in or on the Company's harbour or premises.
 - (ii) The Owner shall not be required to pay commission to the Company upon such private sale in excess of one percent of the sale price except where permission has been given by the Company as a higher rate of commission.
4. No work shall be done to the vessel whilst in or on the Company's harbour or premises except by the Company (unless with the written consent of the Company which may be withheld at the Company's sole

discretion) other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family, not causing any nuisance or annoyance to any other users of the harbour or premises or any person residing in the vicinity.

5.
 - a) The Company shall have the right to exercise a general lien upon the vessel and/or other property of the vessels Owner whilst in or on the Company's harbour or premises until such time that any money owed to the company in respect of the vessel and/or other property, whether an account of rental, storage, commission, berthing, electricity and fuel charges, damages to Company property, work done or otherwise (including without limitation, interest and the Company's costs in enforcing this general lien and obtaining from the owner payment of any due accounts the Company under these Rules) shall be paid
 - b) Any monies which are not paid on the due date for payment shall attract interest at the rate of 2% per month.
 - c) The Company shall have the right to impound a vessel if fees have been outstanding for 3 months.
 6.
 - a) When no date for termination of a License has been agreed in writing between the parties, the Company or the Owner may terminate the Licence granted by giving the owner or Company 28 days' notice of such termination, at the expiration of which the Owner shall remove the vessel from the Company's harbour and premises.
 - b) The Company shall refuse the Owner the balance of rental (disregarding any rebate given) after the vessels' period of occupation has been calculated at the applicable tariff rate.
 - c) Any obligation of the Company toward vessels or goods left at its harbour or premises ends upon the expiry of lawful termination of the grant to the Owner of facilities in respect of such vessels or goods and the Company accepts no responsibility for loss or damage to any vessels or goods left at its harbour or premises without its consent save insofar as such loss or damage is caused by the negligence of the Company or those for whom the Company is responsible.
 - d) If the Owner fails to remove the vessel on termination of the Licence (whether under this rule or otherwise), the Company shall be entitled:
 - (i) To charge the Owner with the rent which would have been payable by the Owner to the Company if the Licence had not been terminated for the period between termination of the Licence and removal of the vessel from its harbour and premises and/or
 - (ii) at the Owner's risk (save in respect of loss or damage caused by the Company's negligence during such removal) to remove the vessel from its harbour and premises and thereafter secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees.
 7. The Company shall have the right to re-berth, move, board, enter, lift ashore, slip or carry out any emergency work on the vessel, if in the Company's opinion such be necessary for the safety of the vessel or the safety and/or convenience of other users of the harbour or for the safety of the Company's premises, plant and equipment and the Owner shall pay the Company reasonable charges for such work.
 8. The Owner shall not lend nor transfer the berth (this Licence being personal to the Owner, relating to a particular vessel and non-assignable) nor shall he use it for any other vessel without prior consent of the Company.
 9. The vessel shall be berthed or moored by the Owner in such a manner and position as the Company may from time to time require and unless otherwise agreed the necessary warps and fenders shall be provided by the Owner. Vessels must be clearly identified by name or alternatively by number (to be agreed with the Marina Manager).
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- a) Berths may be licensed for the periods published by the Company from time to time. Berthing fees will be calculated by reference to the Company's published charges from time to time. In the event of amendment to the rate of VAT., THE Company shall have the right to adjust the fees accordingly. No refunds or recalculations will be permitted on contracted rates, except in exceptional circumstances.
 - b) Nothing in this Licence shall entitle the Owner to the exclusive use of a particular berth. If at any time during the period of this Licence the berth previously allocated by the Company to the Owner shall not be used by the Owner for mooring the Owner's vessel, then the Company shall be entitled to moor or permit a third party to moor a vessel at such berth and the Company shall be entitled to all income (if any)

existing. Upon the Owner returning his vessel to the harbour, the Company shall use all reasonable endeavours as soon as possible to make such berth or alternative berth available to the Owner. The Owner shall use all reasonable endeavours to give to the Company not less than 24 hours' previous notice of the Owner's intention to return his vessel to the harbour.

11. All persons using any part of the Company's harbour or premises or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the Company's harbour or premises or facilities was caused by or resulted from the Company's negligence or deliberate act or that of those for whom the Company is responsible.
12. The vessel, when entering or leaving or maneuvering in the harbour shall not be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the harbour. Vessels are at all times subject to the speed restrictions and bye laws of harbour, navigation or other authorities.
13. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Company's harbour or premises nor shall animals be allowed within the Company's harbour or premises so as to cause any nuisance or annoyance to the Company, to any other users of the harbour or premises or any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid. Halyards shall be secured so as not to cause such nuisance or annoyance.
14. No refuse or noxious substances or sewage shall be discharged or thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's harbour and premises.
15. Dinghies, tenders and rafts shall be stowed aboard the vessel unless a berth is separately provided by the Company.
16. Owners and their crew are required to park their motor vehicles in such position and in such manner as shall from time to time be directed by the Company.
17. No sterns of boats, gear, or equipment, supplies, stores or the like shall be left upon the pontoons, jetties or car parks.
18. The Owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the offices of the Company. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size or on the vessel in case of fire, which extinguisher shall at all times be kept ready for immediate use and in good and efficient working order. Owners shall not refuel vessels in the harbour otherwise than in the Company's refueling berth.
19.
 - a) The Company shall have the right by notice in writing to the Owner forthwith to terminate this Licence if at any time the Company's harbour or premises shall be so damaged, impeded or interfered with by force majeure (as hereinafter defined) as to render it likely that the Company will be unable to continue to provide a berth or mooring in accordance with the Licence entered into between the Company and the Owner.
 - b) In these Terms and Conditions force majeure means any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of the Company including (insofar as beyond such control but without limitation) weather conditions, riots, civil commotion, aircraft, fire, breakdown or war.
 - c) In the event of such termination as aforesaid the Company shall refund the Owner the unexpired portion of the rental (disregarding any rebate given).
20. The foregoing Terms and Conditions shall apply to all users of the Company's harbour and premises and may be altered added to or amended from time to time by the Company. Upon such notice of amendment being displayed at the Company's offices or served on the Owner it shall be deemed incorporated herein.