

Harbour Management Regulations

Buyshaven Enkhuizen

Enkhuizen, 1 October 2012

Chapter I INTRODUCTION

Article 1.

The regulations have been established for the execution of the management of the marina that comes under the responsibility of the Vereniging Buyshaven (Buyshaven Association, hereinafter referred to as VB).

Article 2.

The marina in question that is VB's responsibility is the Buyshaven in Enkhuizen, including jetties and ancillary grounds and buildings.

Article 3.

The board of the VB has delegated (technical) management of the Buyshaven and ancillary infrastructure in Enkhuizen to the chairman of the VB. In this role, he is supported by the secretary of the VB, who has, in turn, delegated his duties to the secretarial office of the KNZ&RV (Royal Netherlands Yacht Club).

Chapter II GENERAL PROVISIONS

Article 4.

Provisions in these regulations apply to berth holders and members of the Royal Netherlands Yacht Club, passengers and crew members of visiting vessels (transients), as well as guests of both these user categories. Aside from these regulations, the rules of the Inland Waterways Police Regulations (BPR) also apply.

Article 5.

In these regulations, the owner is defined as:

The person who is the owner or shared owner of a vessel or the person who is in charge on board a vessel and holds responsibility for the vessel in that capacity at any time.

Chapter III AUTHORITY OF THE HARBOUR MASTER

Article 6.

The harbour master is employed by the VB and works in this capacity under the responsibility of the chairman of the VB.

Article 7.

The harbour master takes care of, on the VB's behalf, day-to-day affairs in and around the marina, taking all measures required to maintain order and safety in and around the marina and due care for the vessels moored at the marina. Wherever these regulations make reference to the harbour master, this also includes his/her substitute.

Article 8.

As part of the authority bestowed upon him/her under Article 7 of these regulations and in light of the stipulations of Articles 20 through 27 of these regulations, the harbour master is authorised to issue instructions to the owner of a vessel, who shall subsequently be required to adhere to such instructions. In case the owner of a vessel is not on board his/her vessel, the harbour master is authorised under the authority awarded to him/her under Article 7 of these regulations and in light of the stipulations of Articles 20 through 27 of these regulations, to change the vessel's berth, or have someone do so.

Chapter IV BERTHS

Article 9.

1. The marina in Enkhuizen provides berths for vessels owned by one or multiple members of the Vereniging Buyshaven and/or the Royal Netherlands Yacht Club, or members of an association affiliated with the WATERSPORTVERBOND (Water Sports Association), the Royal Dutch Rowing Federation (KNRB), the Royal Dutch Motorboat Club (KNMC), or a foreign sister association, insofar as they have been allocated a seasonal berth (alternating or fixed, in accordance with Article 10 of these regulations). If and insofar as space is available, members of the Vereniging Buyshaven, the Royal Netherlands Yacht Club, or third parties (transients) insofar as those of the latter are members of an association affiliated with the WATERSPORTVERBOND, the KNRB, the KNMC, or a foreign sister association, can be allocated a temporary berth.
2. The harbour master may temporarily allocate a berth to vessels other than those referred to above.

Article 10.

When it comes to seasonal berths, the marina in Enkhuizen makes a distinction between fixed berths and alternating berths. In the case of the former, the berth holder has a specific berth at his/her disposal that has been allocated for the entire season, while in case of the latter, a fixed berth is not (yet) available, and the vessel may be allocated different berths during the season in question.

Article 11.

1. Requests for a seasonal berth – either on the shore or in the water – must be submitted to the secretary of the VB in writing. It is mandatory to use the yachts form available from the secretarial office of the Royal Netherlands Yacht Club for this.
2. Seasonal berths are allocated annually by the secretary of the VB and rented out in accordance with the terms and conditions specified in a standard rental agreement, which anyone who is entitled to a seasonal berth under these regulations can access at the secretarial office and on the website of the Royal Netherlands Yacht Club.
3. Allocation of a seasonal berth that has become available shall first depend on the date on which the yachts form referred to in paragraph 1 of this article was received by the secretarial office of the Royal Netherlands Yacht Club. The second factor is the size of the vessel in relation to the size of the requested berth, as assessed by the secretary of the VB. The board of the VB is authorised to deviate from berth allocation rules in individual cases if that is deemed to be in the VB's best interest.

Article 12.

Berths shall not be allocated to vessels that, due to their appearance, dimensions, name, state of repair, or type of use, could lead to complaints, which shall be decided at the discretion of the harbour master.

Article 13.

Entitlement to a berth, regardless of whether it is a seasonal or a temporary berth, shall lapse with immediate effect for any vessel when the owner fails to abide by any provision or instruction from these regulations after having been notified of his/her non-compliance, or fails to follow any instruction issued on behalf of the VB based on these regulations or in any other way fails to meet obligations towards the VB.

Article 14.

1. The port site of the marina provides facilities for on-shore storage, albeit only for vessels that do not exceed three metres in overall length. Trailers cannot be stored.
2. Only in consultation with the harbour master, in exceptional cases storage space may be made available for vessels with an overall length of over three metres, only for a limited period of time. This also applies to the trailers used for these vessels.
3. Vessels described in paragraph 1 of this article must be stored on the racks intended for that. In case of a lack of space, vessels must be stored on the instruction of the harbour master.
4. A sticker specifying the name of the owner and relevant water sports association must be affixed to vessels stored on shore.

Chapter V RENTAL OF TEMPORARY BERTHS

Article 15.

Any vessel owner who wants to use a temporary berth must report to the harbour master upon arrival without delay to be allocated a berth, as well as abide by the harbour regulations. These regulations are available at the harbour office and on the Royal Netherlands Yacht Club website.

Article 16.

Harbour dues for rental of a temporary berth are payable immediately at the harbour office.

Article 17.

Members of the Royal Netherlands Yacht Club and the VB who do not have a seasonal berth at the marina in Enkhuizen are entitled to a number of free mooring days per year at the marinas in Muiden and Enkhuizen, which number shall be set by the board of the Royal Netherlands Yacht Club and the VB.

Article 18.

Exemption from payment of harbour dues can be granted:

- I. In the context of competitions or other events organised by the Vereniging Buyshaven on days scheduled by the board of the Vereniging Buyshaven.
- II. To special guests.

Article 19.

The secretary of the VB is authorised to deviate from the set rates in case of a large number of vessels of members of an association specified in Article 9, paragraph 1 of these regulations, albeit not for more than two days. In such cases, a reasonable fee shall be set that shall be payable by everyone.

Chapter VI PROHIBITORY PROVISIONS

Article 20.

Without prior consultation with and the approval of the harbour master, it is not permitted to:

1. Occupy a berth other than the allocated berth;
2. Moor at the entrance to the marina and at places where mooring would complicate manoeuvres by other vessels;
3. Moor the vessel in a way that leaves parts of the vessel outside the berth;
4. Leave property unattended outside the vessel;
5. Moor a ship's boats or dinghy in the boxes or under the jetty;
6. Make changes or add facilities to marina areas, jetties, and buildings;
7. Damage areas, jetties, and buildings in any way;
8. Navigate in the marina for any purpose other than mooring at or leaving the marina;
9. Navigate faster than is required for manoeuvring, up to a maximum of 6km per hour;
10. Navigate into and out of the marina with hoisted sails, unless the vessel does not have an engine;
11. Surf in the marina;
12. Swim in the marina;
13. Use electricity for heating purposes;
14. Use outboard toilets in the marina;
15. Let dogs off the leash or walk dogs outside the designated area;
16. Have an open fire (including a barbecue), weld, perform other activities that represent a fire hazard, or light fireworks, on board vessels, on jetties, or in areas. Unless it has been approved by the harbour master and is done at the location designated by the harbour master;
17. Smoke while refuelling;
18. Perform (dismantling, maintenance, repair) work on the vessel that inconveniences others;
19. Produce excessive noise by, among other things, playing music, leaving engines running or using power generators;
20. Park cars, motors, mopeds or bicycles outside designated areas;

21. Ride a bike on the jetties or footpaths;
22. Contaminate the water, jetties, or other parts of the marina with oil or other substances that are harmful to the environment, throw waste of any kind into the water or leave it behind in the marina, other than in the appropriate facilities;
23. Empty chemical toilets or discharge waste oil in places other than those appropriate for that;
24. Use a vessel as one's permanent residence;
25. Grind using a grinding disc etc, and
26. Engage in sandblasting on site.
27. Use a yacht moored at a seasonal or temporary berth in the marina for any purpose other than personal use.
28. Use a berth and/or marina facilities for commercial purposes without the written consent of the board, which must be sought in writing from the harbour master and stating reasons, with commercial purposes at least including the following: renting out a yacht – with or without captain – from a berth in the marina, crews of ships embarking and disembarking at the marina for rental or chartering, and displaying advertising through flags, banners, advertising boards etc. on yachts in the marina or on flagpoles, buildings, fences etc. in the marina.

Article 21.

In exceptional cases, the secretary of the VB or the harbour master on his/her behalf can grant an exemption from the prohibitory provisions in Article 20 of the regulations.

Chapter VII SAFETY PROVISIONS

Article 22.

If the actions or negligence of the berth holder lead to a risk of damage or may compromise the safety of vessels and/or persons, the VB shall - in case of an emergency without notice and always providing the berth holder has not complied with a relevant warning within a reasonable term - be entitled to take the measures the VB deems appropriate, the costs of which shall be borne by the berth holder.

Article 23.

1. A berth holder is required to ensure his/her vessel is not susceptible to excessive leakage.
2. In case of negligence, the harbour master can have the leak repaired, with costs borne by the owner, or relocate the vessel to ensure its sinking will not inconvenience other marina users.
3. In the event that a vessel has sunk, the owner is required to raise it on the harbour master's first request.
4. If the owner fails to raise the vessel, the vessel shall be raised on the instruction of the chairman of the VB and the costs thereof shall be passed on to the owner.

Article 24.

A berth holder is required to secure the standing and running rigging to prevent noise pollution.

Article 25.

In case of storm, fire, or any other contingency, everyone on the site of the marina shall be obliged to offer all possible assistance.

Article 26.

1. A berth holder must moor his/her vessel using appropriate mooring ropes in a way that ensures the vessel does not touch jetties, poles, or other vessels.
2. Failure to comply with the provision from paragraph 1 of this article authorises the harbour master to correct the mooring at the expense of the berth holder.

Article 27.

1. A berth holder is obliged to ensure that there are two fully functional and recently approved quick-acting fire extinguishers on board.
2. A vessel's engine and gas system must comply with the usual safety requirements.
3. The harbour master is authorised to verify compliance with this article by going on board the vessel.

Chapter VIII LIABILITY AND DAMAGE

Article 28.

If maintenance and/or repair work is required following unintentional or intentional incorrect use of property in the marina by the berth holder, the berth holder shall be obliged to cover any costs the VB has incurred as a result.

Article 29.

The owner of a vessel that causes damage in the marina shall be liable for that damage towards the VB. The owner is liable towards the VB for damage caused by the passengers and crew of his/her vessel.

Article 30.

The VB is not liable for damage to persons, to vessels, and to other property of berth holders and visitors, regardless of how this damage was caused, unless the damage is the result of gross negligence or carelessness of a person employed by the VB or the Royal Netherlands Yacht Club in fulfilling the duties assigned to him/her.

Article 31.

The VB is not liable for theft of vessels in the port area and in the marina and of other property of berth holders or visitors.

Article 32.

The owners of vessels in the marina must have adequate liability insurance and take out insurance against theft and damage through any cause.

Chapter IX FINAL CLAUSES

Article 33.

Complaints, comments, or questions can be lodged with the board of the VB in writing, as specified in Article 3 of these regulations, who shall be required to reply in writing within a reasonable term.

Article 34.

In case of matters that are not covered by these regulations or in case special circumstances necessitate deviation from a provision, or in case of a dispute concerning the application of one of these provisions, the board of the VB shall decide, factoring in the nature and purport of these regulations to the maximum possible degree.

Article 35.

All disputes regarding compliance with these regulations shall be resolved by the board of the VB at its first upcoming meeting through advice that is binding on both parties and that cannot be appealed, without prejudice to the lessee's right to, within one month after the lessor has invoked this provision in writing, opt to submit the dispute to the competent court.

As drawn up upon the establishment of the VB on 14 August 2001 and amended on 1 October 2012.
The chairman and secretary of the board of the VB.

H.P. Coops

P. Keijzer

Seasonal Berth Rental

Buyshaven Enkhuizen

Article 1

Rental and term

Unless agreed otherwise, the rental agreement for a seasonal berth is entered into for the period from 1 April to 1 November (summer season) and/or from 1 November to 1 April (winter season).

Article 2

Harbour dues and changes to harbour dues

- 2.1 Total harbour dues are payable in advance.
- 2.2 The lessee shall continue to be liable to pay the rental fee, also when he/she is temporarily not using the rental property, or does not want to use it for the remaining part of the agreed rental term.
- 2.3 Harbour dues shall not be refunded in case of early termination of this agreement or of the use of the berth.
- 2.4 Without prejudice to the provisions of Article 3 of this agreement, the Vereniging Buyshaven (Buyshaven Association, hereinafter referred to as VB) shall be entitled to allocate a berth to a third party for (part of) the season in question when this berth is not used during (part of) that season.
- 2.5 The VB reserves the right to change the amount of the harbour dues three months prior to the start of the new rental period. In that case, the lessee shall be entitled to terminate the rental agreement within 15 working days after receiving the notice. The latter shall not apply if the rental fee is changed following an increase in the VB's tax burden due to changes in tax legislation, duties etc. that partly concern the rented berth. Neither shall the above apply when the rental fee is amended as part of a government-imposed pricing order.

Article 3

If the lessee has indicated in writing by 1 November of the current year that he/she does not wish to use the berth for the next rental period, he/she may be eligible to take advantage of a scheme that gives him/her a right of reservation, which means that in return for a payment totalling 50% of the normally payable harbour dues, he retains a reservation right during a maximum of one season following the season during which he/she will not be using the berth allocated to him/her. This scheme does not apply to a part of the season. The VB has the right to rent the unoccupied berth to a third party for the season in question.

Article 4

- 4.1 Payments under this agreement are payable within thirty days after an itemised invoice was sent, without any deductions, discounts, or set-off, into an account specified by VB.
- 4.2 If the lessee fails to pay the invoice sent to him/her by the expiry date, he/she shall automatically be held in default, without notice of default being required. The VB shall in that case be entitled to charge the lessee interest on the outstanding invoice amount at the rate valid at the time plus 2% on an annual basis, which shall be calculated from thirty days after the expiry date.
- 4.3 All reasonable collection charges, both judicial and extrajudicial ones, shall fall to the defaulting lessee.

Article 5

Subletting of the berth allocated to the lessee or allowing a third party use the berth are not permitted.

It is not permitted to use the berth or marina facilities for commercial purposes, such as:

1. Renting out a yacht moored at a berth in the marina;
2. Crews embarking and disembarking ships that are used for commercial purposes and have moored at the marina;
3. Displaying advertising such as flags, banners, advertising boards, etc. on yachts moored at the marina, or on flagpoles, buildings, etc. in the marina.

Exemption from this rule may be granted in exceptional cases. Such exemption can be requested, stating arguments, from the harbour master in writing. He/she will then consult with the board of the VB and produce a binding decision.

Article 6

Renewal

- 6.1 The rental agreement shall be considered to have been renewed tacitly for the same period in the next year, unless either party has terminated the agreement by 1 November in the current year.
- 6.2 Allocation of a seasonal berth does not entitle the lessee to the same berth in the next season. The secretary of the VB is authorised to swap berths as part of its annual marina zoning, taking account of lessees' preferences to the greatest possible degree.

Article 7

Harbour regulations

This agreement is subject to the harbour management regulations of the VB as established upon founding of the VB on 14 August 2001 in their most recent version of 1 October 2012.

Article 8

Termination of rental agreement

- 8.1 Without prejudice to the right to demand compliance and/or compensation, substantial breach of contract or attributable failure on the part of the lessee or the lessor in complying with one of their obligations will give the lessor and the lessee respectively the right to terminate the rental agreement with immediate effect without judicial intervention.
- 8.2 Without prejudice to the provision of the previous paragraph, this agreement shall terminate with immediate effect, without giving rise to entitlement of reimbursement of harbour dues or a part thereof, unless the VB decides otherwise, in the following cases:
- In case of transfer of ownership of the vessel, unless the vessel is immediately or almost immediately replaced by a vessel that VB deems to be similar;
 - When the owner of the vessel ceases to be a member of an association affiliated with the WATERSPORTVERBOND (Water Sports Association), the KNRB, the KNMC, or a foreign sister association.
 - When in case of the death of the owner, the heir or beneficiary of the vessel is not a member of an association affiliated with the WATERSPORTVERBOND, the KNRB, the KNMC, or foreign sister association.

Article 9

Disputes

All disputes regarding compliance with these regulations that arise between the lessee and the VB shall be resolved by the board of the VB at its first upcoming meeting through advice that is binding on both parties and that cannot be appealed, without prejudice to the lessee's right to, within one month after the lessor has invoked this provision in writing, opt to submit the dispute to the competent court.

Article 10

Final clause

- 10.1 Prior to starting to use the berth, the lessee must report to the harbour master.
- 10.2 Holders of a seasonal berth who are leaving the marina in their vessel and intend to stay away one night or multiple nights, must notify the harbour master of that prior to departure by submitting a sign-out form stating the expected date of return. Berths that are temporarily available in situations referred to in the previous sentence can be made available to transients by the harbour master. In the event that the lessee were to return prior to the specified expected return date, he/she will temporarily be allocated another berth until the transient has departed.
- 10.3 The lessee is obliged to take out liability insurance for his/her vessel and accessories, as well as insurance against theft and damage for the time he/she uses the seasonal berth. The lessor has right of inspection of the lessee's relevant liability insurance policy.

As drawn up upon the establishment of the VB on 14 August 2001 and amended on 1 October 2012.

The chairman and secretary of the board of the VB.

H.P. Coops

P. Keijzer