

PORT AND WHARF REGULATIONS PORT ADHOC NEDERLAND

Artikel 1. Scope of the regulations

These Port and Shipyard Regulations apply to all marinas and/or shipyards affiliated with Port Adhoc Netherlands, including the port, the shipyard, the associated parking and storage areas, and the buildings located there.

For the purposes of these regulations, storage is understood to mean the period during which a vessel is kept ashore or moored with the intention of being out of use for an extended period.

The harbour master is the person responsible for the day-to-day supervision of the marina or the shipyard.

Artikel 2. Access to the marina

Access to the marina/shipyard is prohibited to unauthorized persons. Visitors must report to the harbour office or the harbour master.

Anyone present at the marina/shipyard must follow the instructions of the harbour master or other personnel and must be aware of the applicable safety and emergency regulations on-site.

Artikel 3. Conduct

Everyone present at the marina/shipyard is required to maintain order, peace, and cleanliness, observe safety measures, and avoid causing offense through their behavior.

The following activities are prohibited at the marina/shipyard:

1. Making excessive noise, using drugs, and/or displaying public intoxication.
2. Discharging waste from onboard toilets (sewage) into the water.
3. Polluting the marina with oil, bilge water, grease, household waste, animal excrement, or other environmental contaminants.
4. Allowing (domestic) animals to roam freely.
5. Cleaning vessels and cars with drinking water and/or non-biodegradable cleaning products.
6. Winterizing vessels with non-biodegradable antifreeze.
7. Running engines except for the purpose of maneuvering the vessel.
8. Mooring in any location other than the one agreed upon or designated.
9. Sailing with hoisted sails or at unsafe or disruptive speeds.
10. Failing to moor the vessel properly, neglecting it, or leaving it in an unkempt state.
11. Using open flames (including barbecues), except in designated areas outside the jetties.
12. Leaving property unattended outside the vessel.
13. Swimming or diving within the port area.
14. Spending the night on the vessel or using it as a place of residence.
15. Abusing the provided internet connection by uploading or downloading large, illegal, or immoral files. It is also prohibited to visit websites containing pornographic, racist, discriminatory, insulting, or offensive material. Additionally, using the wireless network for commercial purposes without the express written consent of the port is forbidden. Sending "spam" is also prohibited.
16. Using the available power supply to charge electric propulsion batteries without the harbour master's permission.
17. Operating drones over the port.
18. Using (electric) bicycles, scooters, rollerblades, or other (motorized) wheeled devices on the jetties.

The harbour master may grant temporary exemptions for activities listed underpoints 1, 7, 8, 11, 12, 13, and 14. For point 10, the harbour master may take necessary measures at the expense of the vessel owner. For point 16, the harbour master may grant exemptions and/or require additional measures.

In the event of repeated violations, the harbour master may terminate the berth/storage agreement within a reasonable period. Violation of this article grants the harbour master the right to deny the offender access to the marina/shipyard..

Artikel 4. Waste

Everyone present at the marina/shipyard is required to dispose of waste separately in the appropriate collection points. Special waste/landfill material is not accepted by the marina/shipyard.

To dispose of substances mentioned in Article 3, point 3, the instructions of the harbour master must be followed. In case of a violation, the harbour master has the right to remove or arrange the removal of pollutants at the expense of the responsible party.

Artikel 5. Liability and insurance

The harbour master is not liable for any damage, regardless of cause, to persons or property, or for loss or theft, unless caused by fault or negligence on the part of the harbour master.

The harbour master/shipyard manager is not liable for damage resulting from the use of (hand) tools, climbing or scaffolding equipment, or hoisting equipment belonging to the consumer or third parties.

The marina does not provide insurance for berthed or stored vessels. The berth or storage tenant is responsible for obtaining adequate insurance (all-risk or third-party liability) for their vessel.

Port Adhoc Netherlands accepts no liability for fully discharged batteries due to power failure or other causes within the port.

Artikel 6. Use of berth and/or storage space by third parties

If a berth or storage tenant wishes to transfer the use of their vessel, accessories, berth, or storage space to third parties, they must first obtain permission from the harbour master.

In the case of shared vessel ownership, all owners must be verified by the harbour master as required by law.

Artikel 7. Preventing harmful behaviour

Everyone present at the marina/shipyard is required to uphold the safety of people, animals, and the environment and to prevent damage or danger resulting from negligence or non-compliance with marina/shipyard regulations.

Artikel 8. Prohibited during storage

During storage, the following actions are prohibited:

1. Leaving gas cylinders and loose fuel tanks on board.
2. Using onboard heating systems without direct supervision.
3. Charging batteries (in the vessel) without direct supervision.
4. Leaving the vessel connected to shore power without direct supervision.
5. Removing or repositioning supports or stabilizers.

Open sailboats or catamarans with standing masts may not be moored in the storage area during the winter storage period without the harbour master's permission. Boats on the catamaran beach or dinghy field (if applicable) must be securely anchored during this period.

Artikel 9. Hailing

Before lifting, the renter must:

1. Report what type of antifouling system or paint has been applied and indicate the correct lifting strap placement using identification marks on the hull.
2. Declare whether the vessel is equipped with lithium batteries. The harbour master has the right to inspect the battery and charging system.
3. Disconnect lithium batteries from the onboard electrical system as much as possible during storage.
4. Remove all secondary lithium batteries (e.g., from tools or laptops) from the vessel before storage.
5. Failure to comply with this article may result in the marina/shipyard refusing or terminating the storage agreement.

Artikel 10. (Prohibition) of work during storage

During storage, the following activities are prohibited:

1. Performing any work (paid or unpaid) on the vessel.
2. Removing or moving supports or stabilizers.
3. Blocking escape routes, jetties, or exits.
4. Smoking in the storage buildings.

The harbour master may grant temporary exemptions for certain activities under point 1, but hazardous activities such as welding, grinding, burning, or any work involving open flames are strictly prohibited at all times.

Violation of this article grants the harbour master/shipyard manager the right to immediately and indefinitely deny the offender access to the marina/shipyard.

Artikel 11. Work on, above or near the water

It is prohibited to carry out any work near the water that results in the release of substances into the surface water. Substances include waste, pollutants, and harmful materials. Any (DIY) work on vessels that generates waste materials—such as dust, shavings, liquids, or paint residues—must always be conducted away from the water surface.

Before performing such work, the harbour master must be informed so that an appropriate workspace can be designated.

Long-term noise disturbance is also not permitted. Work may not generate noise for more than 30 consecutive minutes.

All waste materials, including debris, sharp objects, and larger pieces, must be collected and disposed of at the designated locations within the marina. Sanding is only allowed if a vacuum system is attached. When painting, drilling, chiseling, breaking, or similar activities, a properly sized protective tarp must be placed under the boat to collect waste materials.

Artikel 12. Ban on commercial activities

It is strictly prohibited, without the express permission of the harbour master or yard manager, to use a moored or stored vessel, berth, or

storage space for commercial activities. This includes selling or renting the vessel and/or accessories, as well as placing signs, notices, or advertisements to that effect.

No commercial activities of any kind may be conducted without prior written permission from the harbour master.

Artikel 13. Shutting off power supply

The harbour master is authorized to disconnect the power supply to the winter storage areas, sheds, and/or workshops. He is also entitled to restrict access to certain locations when necessary.

Artikel 14. Recording and drone ban

It is prohibited to record marina employees, marina property, or individuals using the marina, along with their belongings, without the harbour master's permission.

"Recording" is understood in the broadest sense, including visual materials (photos and videos) and audio recordings. For this reason, the use of drones on and above the entire marina is strictly prohibited.

The HISWA General Terms and Conditions of Contracting, Sale and Delivery apply to all contracts for the supply of services and contracting for work, and the HISWA General Terms and Conditions for Rental and Rental of Berths and Storage Places apply to rental and rental agreements. The General Terms and Conditions will be given to you on first request, but can also be viewed on www.hiswa.nl. For the protection of personal data, the entrepreneur refers to the Privacy Statement.