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COVE SAILING CLUB MARINA RULES

1. Marina Licence

1.1 The Committee of Cove Sailing Club (henceforth known as the Club) will allocate berths annually for the Club Marina via a Marina Licence and shall have the exclusive right to assign another or different berth to the Licensee during the licence period, at its absolute discretion.

1.2 All holders of Marina Licences must be a current full member of Cove Sailing Club.

1.3 Licence fees will be based on overall boat length. The Committee of The Club reserves the exclusive right to set the rate on an annual basis, which will be notified to existing berth holders in advance of the new Licence Period.

1.4 The Licence Period will be for twelve months, commencing on the 1st April to the 31st March inclusive.

1.5 Licence Fees shall be payable annually in advance.

1.6 In the event that the correct fees are not paid by the required date, the Club will assume that the berth is no longer required and the Club reserves the right to reallocate the berth.

1.7 Berths are allocated to licensees only and the Licensee shall not assign, sublet or offer their allocated berth or any other rights created hereby, to any other person at any time.

1.8 A Marina licence may be terminated by the Club in the event that the berth holder fails to pay on demand within the period requested any outstanding monies due for the berth or any associated charges attaching thereto. In such circumstances, the boat must be removed from the berth within one week of notice being issued to the owner.

1.9 Where a Licence is terminated under Rule 1.6 above, the Club is empowered to;

- Retain the power to remove any vessel and any associated equipment.
- Hold any vessel and/or equipment pending settlement of account including interest as applicable
- Seek to recoup the costs of removal of vessel and storage costs from the licensee.
- After due process, the Club has the power to offer the sale of any vessel and/or equipment associated therewith to settle the outstanding account including interest.

1.10 The Club shall have the right to require the Licensee to remove the vessel from the berth temporarily to facilitate special events, or to undertake duties in accordance with good management of the club generally. In this event the Club shall, but without being under any obligation to do so, use its best endeavours to provide the Licensee with an alternative suitable berth, or mooring.

1.11 The Club may assign a different berth in the event that the Licensee changes the size or type of his/her vessel during the licence period. In such event, the club may seek further payments, or make a refund to the licensee, depending on the size of the vessel and/or the length of any unexpired license period.

1.12 The Club reserves the right to move any vessel from its assigned berth, when in the opinion of The Marina Management Committee (MMC) the physical or environmental conditions dictate it would be in the best interests of the boat owner, other boat owners, or the Club to provide an alternative berth.

1.13 Use of the berth shall be limited to the purpose of recreational activities only. Any application to use a berth for commercial activity may be permitted at the discretion of Cove Sailing Club and proof of adequate commercial insurance will be sought in such circumstances. It is not permitted to allow a berth to be utilised for residential use. If a licensee breaches this rule, then the Club is authorised to take the measures set out in Rule 1.9 above.

1.14 The Club accepts no responsibility or liability for any loss of or damage to vessels or injury to personnel howsoever caused. All Licensees shall indemnify the Club against loss arising by reason of mooring of the vessel and must hold adequate insurance including third party risks for a minimum cover of €3,000,000. Licensee may be required to provide evidence of such insurance to the Club.

1.15 All vessels shall be clearly identified by name or registered number and shall display a current marina sticker, which shall be readily visible from the pontoons.

1.16 Licensees are required to report without delay, to the MMC, any contact with another member's vessel whilst leaving or entering a berth.

1.17 Notwithstanding that the Licence may not have been signed by the Club or the Licensee, the placing of any vessel in the berth by the Licensee shall be deemed to be acceptance by him/her of the terms and conditions hereof, and the agreement to abide by such rules or regulations.

2. Marina Fees

2.1 Marina License fees may vary annually and changes will be notified to Licensees. Current rates are available on the Club web site.

2.2 All License fees are payable in advance. The Licensee shall pay to the Club on demand the Marina License fee and all sums due for utilities consumed and any other sums from time to time directed to be payable by the Licensees to the Club.

2.3 Licensees are not entitled to any rebate should the facility not be used for any period covered by the Licence other than in exceptional circumstance and at the discretion of the MMC.

3. Access to the Marina

3.1 The Marina is the private property of Cove Sailing Club and the Club retains the right to refuse or limit access to the marina to any individual.

3.2 Land access to the marinas will be via a security gate.

4. Marina Protocol

4.1 The Club operates the Marina for the benefit of its members and visitors.

4.2 Berth holders are reminded that the Marina is situated in an area directly adjacent to a children's playground and a residential development and to give due consideration at all times to residents and other users of this amenity area.

4.2 The Club accepts that all boat owners and berth holders are competent in the operation of their craft. They are expected to be capable of safely navigating their vessel.

4.3 All licensees must notify the MMC if they intend to vacate their berth for longer than two weeks for optimal marina utilisation purposes.

4.4 A Licensee or visiting craft skipper is responsible for ensuring that their craft is adequately secured by suitable warps and protected by suitable fenders.

4.5 Licensees and visiting crafts shall at all times respect the privacy of others and shall ensure noise pollution is kept to a minimum. Nuisance noise from halyards, etc., on spars can cause distress to fellow members, visitors and to local residents. Proper measures must be taken to prevent such noise in fresh conditions.

4.7 Care must be taken to ensure that no part of any craft shall overhang the walkways.

4.8 Inflatable and other tenders belonging to boats on the marina must not obstruct other vessels or other berth users. They should normally be stowed on davits or on deck.

4.9 Cove Sailing Club accepts no liability for damage to any vessels caused by inadequate mooring or fendering.

4.10 Where common cleats are used berth holders must ensure that any third party warp, which may have to be released, is remade immediately in a secure and seaman like manner.

4.11 Warps shall be tied off so as not to cause an obstruction or danger to persons walking on the marina walkways, pontoons or fingers. Marina walkways must be kept clear at all times for safety reasons. Boat or other equipment must not be left unattended on the marina walkways or pontoons at any time.

4.12 Tenders must not be moored from the main vessel.

5. Marina Utilities

5.1 A 220-volt power supply will be available at each marina berth.

5.2 Electricity will be available to all berth holders, payment will be on the basis of usage.

5.3 All mains electrical equipment used on the marinas must be in good condition. Damage leads or equipment must not be brought onto the marinas. Electrical leads must be routed such that they do not pose a trip hazard to the pedestrians and so that they cannot enter the water.

5.4 A *potable* water supply is available on the marina. When hosepipes have to be used, they must be turned off securely, coiled neatly and stowed on the service pillar. Water leaks must be reported to the Marina Co-ordinator.

5.5 Marina lighting is operated by light sensors. Any malfunction of the lighting should be reported to the MMC. This is an important safety requirement.

5.6 Any defective Marina furniture, such as mooring cleats, fire extinguishers, lifebuoys, life lines and rescue ladders must be reported to the Marina Co-ordinator immediately. This is an important safety requirement.

5.7 It is anticipated that trolleys will be available to transport sails, batteries, clothing and food supplies etc. Berth holders are requested to return trolleys promptly after use.

5.8 It is anticipated that trolleys may be available to transport fuel only. These trolleys if available will be clearly marked and should be the only ones used to transport fuel.

6. Environment

6.1 In the event of any fuel spillage, the berth holder must contact the MMC immediately.

6.2 Except in cases of emergency, contaminated bilge water must not be discharged within the marina boundaries. Every effort must be made to ensure discharge of hydrocarbon fuel/oil does not occur.

6.3 Recycling bins and general waste bins will be made available for the use of members and visitors for marine activity-generated waste only.

6.4 Dogs are not allowed onto any part of the club premises unless on a leash. Fouling caused by dogs must be immediately removed and disposed of appropriately by their handlers.

7. Contractors

7.1 Berth Holders may appoint their own marine contractor to work on their boat; however, they must comply with the following:

- The Berth Holder must advise the MMC in advance when the contractor will be on site giving an exact date and time.
- The appointed contractor **MUST** report to the MMC and must sign the contractors logbook entering the date and time of visit.
- The appointed contractor **MUST** hold adequate insurance and may be asked to produce a copy of a current insurance policy.
- Only routine engine maintenance, rig maintenance and boat cleaning are permitted on the marina. Any work outside of this has safety & regulatory requirement, which cannot be provided for on the marina. Hot work such as welding or grinding or any work, which can create a fire hazard, is absolutely prohibited.

- *Divers are NOT PERMITTED to work on any boats on the Club Marina. The Club insurers are insistent that the use of divers on the marina on members' boats is strictly forbidden.*

8. Safety

8.1 Children aged twelve years and under must wear a lifejacket at all times while on the marina and must be under the supervision of a responsible adult at all times.

8.2 Swimming or fishing from the marina is not permitted, except for Club sponsored events.

8.3 Barbecues shall not be operated on the marina or on boats berthed at the marina.

8.4 Fire fighting equipment is located at clearly defined positions throughout the Marina. In the event of an emergency, berth holders must notify the MMC immediately.

9. Visitors

9.1 Berths available for use by visiting vessels will be clearly identified on the marina.

9.2 A set-down berth will be maintained and it will be clearly sign-posted. Visiting craft should be directed to this berth to tie up (or raft up as necessary) before contacting the MMC where an appropriate berth will be assigned to the craft.

9.3 Visitors may not store tenders, kayaks or associated equipment on Club premises at any time except with the express permission of the MMC. Any such equipment may be deemed to be abandoned and the club reserves the right to remove and/or dispose of such property.

10. Harbour Regulations

10.1 Berth-holders and Visitors are reminded that all Commercial Shipping has absolute right of way within the harbour area. All boats must keep a safe distance away from any commercial shipping at all times including when entering or leaving the marina.

10.2 Berth-holders and visitors should be aware of the possible increased tidal flow within and/or near the marina when cruise liners are arriving and/or departing the Cobh cruise liner terminal. Sudden increases in water velocities may occur whilst these ships are maneuvering and berth-holders and visitors should not attempt to access or leave the marina during these times. Please see appropriate notices, which will be clearly displayed on the marina noticeboard for additional information.

10.3 Port of Cork Company nor any of its servants, agents or pilots shall not be liable to any club, organisation or person whatsoever for loss or damage of any kind arising from any such alleged damage caused to craft within the marina or marina components as a result of commercial shipping activities in the vicinity.

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