

Terms and regulations for Søholm Yacht Service AS/ (SYS)

Violation of present terms and regulations is subject to claims for substitution according to Danish law's general liability rules.

Opening hours:

The yard is open seven days a week between 7.30 am and 9.00 pm.

The yard and the office is staffed Monday to Friday between 7.30 am and 4 pm. Saturday between 10 am and 12 am.

A winter storage period runs from 01.09.XX until 31.05.XX. Hereafter summer storage is charged according to rules in force.

Service outside office opening hours is possible, according to prior agreement.

Outside staffed opening hours, access to the yard is only possible with a coded chip key. An individually coded chip key is available from the office against a fixed deposit.

§ 1 General rules and regulations:

1.1

Boat owners, conductors of all vessel types and others staying within SYS's area, are obliged to study the present rules and regulations which can be got by request and free of charge from SYS's office. The same can also be found on SYS's homepage: www.soeholm-yacht.dk.

1.2

Observance of order within SYS's area is taken care of by SYS staff.

1.3

The halls and the outdoor areas can only be used for storage of boats, for reparation and maintenance of sail- and motorboats. Glasfiber work and work with any kind of flammable material in the halls is strictly forbidden.

1.4

The fenced area for storage must not be used for private vehicles. Private vehicles must be parked in the car park aread outside the electric gate. Commercial vehicles for maritime purposes can enter the yard after agreement with, and according to directions by, SYS staff.

1.5.1

Doors and ports of the halls, as well as the electric entrance gate, must be kept closed and locked.

1.5.2

Boat keys can, at boat owners risk, be handed over to SYS. The boat keys will be kept under lock and key.

1.6

Work and service jobs are only conducted within the mentioned opening hours. All jobs are done according to offers or hourly charges. Reparations can additionally be done by the boat owner or by other craftsmen, hired by the boat owner – however according to present rules and regulations by SYS.

1.7.1

SYS has the right to withhold the boat within SYS's area if SYS should have outstanding debt from the boat owner.

1.7.2

Regarding payment:

In those cases (storage in frost free halls) where a pre-payment for storage reservation has been agreed upon, the pre-payment must be transferred to SYS before the agreement is finally valid.

It is accepted by both parties that the full amount of the pre-payment will belong to SYS in case the reservation is later cancelled by the boat owner.

Should the pre-payment not be transferred within 7 days after agreed storage reservation, the agreement is no longer valid and SYS can rent out the concerned space to third party.

1.8

Any kind of outward maintenance of the boat must be planned and informed to SYS, so nearby “neighbour boats” can be informed accordingly. **Grinding work and other maintenance jobs that can be of significance to the neighbour boats must take place in SYS’s workshop.** Should dust damages occur, tortfeasor will be financially responsible. Reservation for workshop time must be made before the boat is stored in the hall. First week in the workshop is free of charge – hereafter is costs a daily price acc. to price sheet. Additional costs for moving the boat to- and from the workshop must be expected. Measured electric power use is charged acc. to SYS’s current rules.

1.9

All craftsmen are welcome in the yard. Upon arrival the craftsman must approach SYS staff to receive a chip key and a “terms and regulations for craftsmen” form. External craftsmen are charged a fee acc. to price sheet.

§ 2 Rules for navigation, mooring, etc.

2.1

Any vessel, mooring within SYS’s sailing area, can be required to move, if SYS considers it disrupting free and safe passage for others. Vessels resisting to move, or if the move doesn’t happen within the, from SYS staff given time limit, are subject to be removed by SYS at boat owners cost.

2.2

Navigation within SYS’s sailing area must at any time follow Danish Maritime Authority’s latest navigational rules for sailing, etc. within Danish waters.

2.3

Navigation within SYS’ sailing area must be done respectfully and at max. 2 knots, not to cause inconvenience to other sailors. Navigation must be done without risk for and damage of SYS’s facilities.

2.4

Permanent mooring vessels must only be anchored at appointed berths, exceptions only during piloting, reparation, fueling, etc.

2.5

Arriving vessels must announce their arrival at SYS’s office and they will be appointed to an assigned berth. The vessel must not be towed or moved to another berth without permission.

2.6

If injunctions are not responded to, the SYS staff can have the vessel moved at boat owners cost and risk. Expenses to e.g. ropes, manpower, etc. in connection with this move, will be charged to the boat owner. Additionally possible damages to the vessel during the move can’t be claimed compensated.

2.7

The vessel must not be tied to the quay, the bridges or similar, but only to the installed mooring devises.

2.8

All vessels are obliged to use mooring equipment suitable for the size and weight of the concerned vessel, as well as suitable for keeping the vessel within the consigned berth. Ropes and fenders must be placed in consideration of changing sea levels.

It is the boat owners own responsibility that the boat is moored safely with special consideration for wind- and weather conditions.

2.9

The vessel must have fenders placed along the hull to the extend that neighbour boats will be kept at a distance.

2.10

The vessel must not be hanging on an anchor or on ropes that fully or partly blocks the waters of the area without obtained permission. Upon request, ropes must be slacked for passage by other boats.

2.11

If, in case of insufficient berthing space in the yard, it is necessary that more vessels are parked broadside beside each other, then those vessels tied up closest to the quay, must accept that crew from outer parked vessels, have free and unimpeded passage to the quay.

2.12

Dinghies and such can only be placed nearby the vessel provided that it can happen without inconvenience to other vessels.

2.12

Vessels must not be parked in the shipyard area without prior permission from SYS.

2.14

If a vessel, following SYS' assumption, is being left behind in the yard, then SYS is, after public notice, eligible to take the concerned vessel into custody and remove it, store it, or in other ways dispose of it, all costs at owners risk and account.

2.15

If a vessel shipwrecks or sinks in the waters belonging to SYS, and the boat owner doesn't remove the vessel within a reasonable time span stipulated by SYS, then SYS is entitled to make arrangements to have the vessel removed. SYS is hereafter entitled to claim related expenses paid by the vessel or by its owner.

2.16

Ship wrecks are not allowed to enter the shipyard without the explicit permission from SYS.

§3 – Lifting, repairs, fuel, etc.:

3.1

Lifting/ launching is only allowed by SYS staff.

3.2

The ship owner is obliged to clear the area for cradles, wagons, jacks, paint stuff and other equipment immediately after launching.

3.3

Vessels, boat trailers, masts, etc. can only be placed on the concerned areas according to agreement with the staff.

The boat spot must be keep clean and tidy during the entire storage period.

The boat owner must, for safety reasons, place his fire extinguisher in a rope or chain hanging from the bow of the boat in a height of max. 1,50 meter above ground.

3.4

During winter storage the boat owner is obliged to remove all liquid fuels, incl. gas- and pressure bottles, as well as fuel canisters, etc. from SYS area.

For safety reasons, electric power (220 volt land power) must only be connected to the boats, when the boat owner is present by the boat. The boat owner is personally obliged to inspect batteries and charge the same, unless other agreement has been made with SYS office staff.

Privat boat owners are not allowed to start either petrol or diesel engines inside the halls. Starting of engines is only allowed in the mechanic workshop or outside.

It is not allowed to dwell in the stored boats. SY can assist in arranging accommodation.

3.5

Vessels, boat trailers, etc. that are parked on SYS's area without permission or after exceeded time limit, are subject to removal at owner's costs and risk. Private trailers and cradles are stored outside at owner's risk.

3.6

Depositories of engine fuels and oils on SYS area are only allowed with the approval of and permission from SYS and the local fire authorities.

3.7

Filling of fuel in the halls is prohibited. When filling with fuel is done at SYS's outdoor area, all precautions for ignitions must be taken.

§ 4 – Miscellaneous rules of order:

4.1

Vessels in berth must carefully tie ropes and other items in such way that they won't clack unnecessarily against the mast.

4.2

Disposal of litter of any kind, including fish wastage, in the water or on SYS's area in general, is prohibited. Waste containers in the yard are referred to instead.

4.3

Waste oil and similar fluids must not be deposited in the regular waste containers, but must either be removed from the area or deposited carefully in the special waste containers marked for waste oil.

4.4

Emptying of sea toilets or dumping of oil contaminated water within SYS's area is prohibited.

4.5

Parking of caravans, mobile homes and boat trailers is only allowed on designated parking spots. Parking is only allowed after prior permission from SYS's staff.

4.6

The use of open fire throughout SYS's entire area is prohibited. Grills and barbeques can be used in accordance to directions from the staff.

§ 5 – Supervision, claims and compensation:

5.1

Anyone staying within SYS's area is obliged to follow the rules and regulations of SYS, hereunder also obliged to follow any request to leave the area.

5.2

Should a boat owner not follow the given rules and regulations, or the instructions given by the staff, within a given time limit, then the staff is entitled to take the necessary steps and actions to ensure order accordingly. Any damage caused by these precautions is not subject to compensation for the boat owner. The boat owner is obliged to pay for the costs that the concerned actions may cause.

5.3

The boat owner is responsible and obliged to pay for any damage that he, his crew or vessel may cause to the yard facilities, SYS property or other vessels. Damages on halls, yard facilities, vessels or other accidents putting people or property in danger must instantly be reported to SYS's office.

5.4

All vessels in storage are subject to owner's costs and risk. The vessel must be insured and the insurance must cover both liability- and hull insurance.

5.5

The owner assumes full responsibility and risk for theft, fire, storm surge, flooding, or any other external damage to personal belongings, the vessel, and its equipment.

5.6

SYS covers only self-made damages and only at gross negligence and with max. coverage according to SYS own insurance premium.

5.7

Any behavior contradicting the regulations of SYS, leading to expenses for SYS, will be charged to the tortfeasor.

5.8

Upon launching of a boat after winter storage, the boat owner is obliged to conduct an immediate and necessary examination of the boat, including the fitting of the mast. If the boat owner should have reason to complain about the condition of the boat after winter storage and launching, the boat owner is obliged to make the concerned complaint known immediately. With regard to e.g. fitting and trimming of masts, the boat owner is equally obliged to make immediately examination of same, and should there be claims on done work, the claim must be put forward immediately and latest before the boat depart from SYS's harbour.

Reason for the demand of immediate claim is to secure evidence and to minimize loss, as a potential damage can be inflicted or intensified after launching and handover of the boat.

Substitution as a result of operational losses or other indirect losses can under no circumstances be claimed reimbursed by SYS.

SYS would like to point out that the safety of the boat will be at owner's risk from that moment where the boat, according to previous agreement, must be launched. SYS is therefore not responsible for possible accidental damages on the boat, happening after this concerned moment.

Equivalent it applies for the boat owners handover of the boat to SYS for winter storage that the boat owner is responsible for possible accidental damages until the boat is lifted by SYS and put into storage.

SYS is obliged to, as soon as possible and within reasonable time, to lift the boat out of the water.

The boat owner has no right himself, or through other craftsmen or companies, to make reparations or improvements on the account of SYS, unless the boat owner has made prior written agreements with SYS of same.

Expenses for lifts by the crane are paid for by the boat owner – unless other has been agreed on in writing.