



OPERATING REGULATIONS

► 2021



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SECTION I – TERMS AND CONDITIONS

1. Application of the charges

The General Director of the Atlantic Port of Bordeaux (GPMB) takes the measures for the application of this Regulation and the charges.

The charges are intended to be used primarily for the issuance of temporary occupancy permits (AOT). With regard to the issuance of temporary occupancy agreements (COT), the applicable charges may be freely negotiated pursuant to Order No. 2017-562 of 19 April 2017 relating to public domain property.

For occupancies paid per day, the duration of the occupancy will be calculated in indivisible days, without a deduction for non-working days. Days are counted from midnight to midnight and each fraction of a day counts as a full day.

The occupancy starting point will be the time at which the requested areas are made available to the requesting user. The occupancy will end only on the date that the temporarily occupied areas are effectively returned by the user to the GPMB. This return will be noted by a qualified staff member of the GPMB, after completing an inspection of the premises.

For occupancies paid annually, payments shall be made quarterly and in advance. If the dues have not been paid 15 days after formal notice, the occupancy permit will be terminated automatically and without notice.

Decimals will be rounded up or down to the nearest whole number.

The dues do not include any property taxes or other taxes to which the reserved property is or may be subject.

2. Payment terms

2.1. *Payment*

The dues shall be paid to the Agent comptable du GPMB (GPMB accounting officer) by bank transfer or by cheque made out to 'Agent comptable du GPMB'.

The payment period is thirty (30) days from the end of the month of the date of issue of the invoice.

If the invoices are not paid by the due date, a fixed-rate late payment fee and late interest shall be charged. The fixed cost of debt recovery provided for in Articles 39 and 40 of the Act of 28 January 2013 is forty (40) euros. The late interest charge is equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations (the official REFI rate applicable on the day following the debt due date) plus eight (8) percentage points.

If the dues are not paid by the due date, GPMB may refuse any further services covered in this document, until the arrears have been paid in full.

The occupancy permit may be terminated by the GPMB if the arrears have not been paid within fifteen (15) days after formal notice has been given. In addition, the GPMB may order the removal of the installations, equipment and goods, at the expense and risk of the occupier without a permit.

2.2. Security deposit - Bank guarantee

For the provision of dry dock facilities, the GPMB may request payment of the amounts due by certified cheque or a bank guarantee before the vessel uses or vacates the dry dock facility.

The GPMB may request a security deposit if necessary.

3. Liability and Insurance

3.1. Liability

The user assumes vis-à-vis third parties the liability created by his activities, the liability of the owner and/or the custodian for all property located in the dry docks, the dockside areas or on the land of the public domain that he actually owns or that he has been authorised to occupy (including all risks of fire, loss, theft, flood, water damage, etc.).

The user is responsible for the care and conservation of his equipment in the dry docks and the adjacent dockside areas. No liability can be sought against the GPMB for losses or damage suffered by the user or companies acting on his behalf.

The user must care for and protect the equipment leased by the GPMB. He shall be liable for any loss or damage caused to and/or by such equipment while it remains in his possession or custody.

The user alone is liable for any losses or damage caused to third parties including subcontractors in connection with the provision by the GPMB of the dry dock facility. He holds harmless the GPMB and its insurers against all claims and/or lawsuits made in this respect, regardless of the cause.

3.2. Insurance

The user must purchase insurance that covers his civil liability and all other insurance that allows him to fulfil his contractual obligations, in particular the rehabilitation of the premises.

The policy must contain a clause whereby his insurer waives any recourse against the GPMB and its insurer.

A certificate of insurance and the corresponding receipts shall be sent to GPMB before signing the occupancy agreement and on request.

The user shall inform the GPMB within twenty-four (24) hours of the occurrence of any loss or accident suffered or caused during the time the property (tools, materials, etc.) is made available by the GPMB, regardless of the magnitude of the accident and the person responsible.

4. Obligations

4.1. GPMB's obligations

The GPMB is required to carry out the manoeuvre and prepare the keel blocks.

The GPMB is required to stop the manoeuvre at the request of the user subject to the overall safety conditions of which the GPMB is the sole judge. The user is responsible for the financial consequences of this manoeuvre.

4.2. Users' obligations

4.2.1. Entry - dry-docking - keel blocks

The vessel must enter the dry dock stable and upright and at the draught differences indicated by the GPMB.

Entering the dry dock and all manoeuvres are at the user's own risk, under his orders and responsibility. Should the vessel be unable to enter the dry dock as scheduled due to the dimensions or trim of the vessel or any other cause, including a significant variation in the level of water of the Garonne or forecast wind gusts of more than 55 km/h, the vessel must be taken to a mooring or wharf indicated by the GPMB, by its own means, without being entitled to claim compensation.

The keel block plan proposed by the GPMB is validated by the user or his representative. The dry-docking and positioning on the keel blocks of the vessel is carried out according to the instructions provided by the user who is responsible for providing all necessary information to the GPMB.

The manufacture and removal of a special cradle or keel blocks shall be the vessel's responsibility.

The ship repair company entrusted with the vessel or any company working on it shall provide the equipment needed to ensure the safety of the property and people.

The user may have the bottom of a vessel opened in a dry dock facility below its waterline only after notifying the GPMB thereof in writing 24 hours in advance.

The user will implement the environmental measures applicable to the booked facility (ICPE declaration for the Pôle Naval (ship repair yard) (berth 209, du Maroc berth and dry dock 1) and ICPE permit for Bassens (berth 429 and dry dock 3)).

4.2.2. Lighting – Waste

It is the user's responsibility to set up temporary lighting as needed according to his activity to meet regulatory requirements, and depending on the existing situation. The user's attention is drawn to the fact that lights powered by the GPMB grid should be preferred to lights powered by thermal generators.

Lights powered by mobile generators will be allowed exceptionally on special request. They will have to comply with the noise levels defined by the ICPE frameworks for each site.

The user must remove all debris and waste resulting from the work carried out, at the simple request of the GPMB during the stay in the dry dock and before refloating.

The user will also comply with the requirements applicable to establishments classified for environmental protection (ICPE) – available from the GPMB – for dry docks 1, 2 and 3 and berths 209, 208, 207, 206, 205, du Maroc and 429. In the event of failure to comply with this requirement, the GPMB may refuse to refloat the vessel, with the cost of occupying the dry dock remaining at the user's expense.

After formal notice has been served and has not been acted upon, the cleaning and removal of debris/waste will be carried out automatically, at the user's expense, without prejudice to any legal action that may be brought against the user for a public domain offence.

4.2.3. Exit

On completion of the repairs and cleaning of the dry dock facility, and at least 24 hours in advance, the user shall provide the GPMB with a written request for the vessel to be refloated.

The vessel will be refloated as soon as the dry dock staff and equipment become available.

If the Dock Master is not notified under the conditions of this paragraph that the work on the vessel has been completed, the GPMB, after notifying the user of its decision, may automatically refloat the vessel, at the user's expense and risk.

When refloated, the vessel must be removed from the dry dock immediately and taken to the anchorage or wharf indicated to it by the GPMB. If these conditions are not met, the vessel may be automatically towed to a location designated by the GPMB at the user's expense and risk.

A special post-exit inspection once the vessel has left the dry dock will be carried out when:

- the stability of a vessel has been changed while in the dry dock,
- when refloated, the vessel has suddenly listed

And it may be feared that during the raising operation, the keel blocks have shifted.

The user will pay the costs of this dry-docking operation and any repairs to the keel blocks.

4.2.4. General Information

The user will take the necessary precautions to avoid the effects of free surfaces on the residual stability of the docked vessel or during a dry-docking or refloating manoeuvre.

In general, the user will be responsible for any loss, damage or additional operating costs arising from a change in the stability of the vessel during its stay in GPMB dry dock facilities.

The GPMB is not responsible for losses and damage caused to the fitting-out by a dry-docking delay, insufficient equipment or a lack of shoring during repairs.

The GPMB is not responsible for any losses, damage or delays suffered or caused by the vessel or its load during dry-docking, refloating and the stay in the dock and, in general, while the vessel is at the GPMB.

It is the user's responsibility to plug gutters during sanding.

5. Port security and safety

5.1. Port security

Any person at the port site must have an access permit. Permits are issued for operating or maintenance needs or any professional activity deemed useful by the operator. A permit is necessary and may be cancelled by the authority which issued it. It is in the form of an access card (badge or pass). The general provisions for distribution and use of badges, data privacy, and charges are available on the GPMB website (www.bordeaux-port.fr).

5.2. Port safety

5.2.1. Traffic

Traffic on port sites can be very intense (cars, trucks, trains, handling machinery, etc.). The Highway Code, and in particular the rules of priority, apply to the traffic lanes recognisable by the presence of road signs and ground marking.

On the wharves and dockside areas, handling machinery has priority. Vehicles in these areas must travel at walking speed.

5.2.2. Handling and construction work areas

Access to handling areas and areas in which construction work is being undertaken is subject to prior permission from the handler or the client.

Each user agrees to comply with the guidelines applicable in the area in question.

Specific instructions appropriate for the product being handled or the nature of the work are displayed at the entrance to the area.

5.2.3. Falling into the water

Standing less than 1.50 metres from the edge of the wharf exposes the user to a risk of falling into the water. This unsafe area is demarcated on the Bassens and Verdon terminals by a red line painted on the ground.

In order to minimise this risk, users must:

- Keep operations on the wharf edge to a strict minimum;
- Plan collective protection measures for work sites (sealed barriers, self-standing barriers, nets, etc.);
- If an anchor point can be made, use a fall arrest harness;
- Wear a life jacket (buoyancy >100 N), keep a lifeline to hand with a throw line of at least 30 m and never remain alone.

6. Images

By default, the user permits photographs, including by air or satellite, of his equipment/vessels occupying the facilities of the GPMB and the use of such shots for the purpose of promoting the activities of the GPMB.

7. Administrative processing

All files are subject to a minimum administrative processing which is invoiced at a flat rate of two hundred euros excluding VAT (€200 excl. VAT).

Any new user must provide the GPMB with the following documents:

- Individual: a copy of the national identity card, proof of residence and bank account details;
- Business: company registration certificate (K-bis) dated less than 3 months prior (if obtained directly by the GPMB, it is invoiced €100 excl. VAT).

SECTION II – BOOKING CONDITIONS

The GPMB operates the following infrastructure/facilities under the conditions specified in this Regulation:

- Bassins à flot: Berths 209, 208, 207, 206, 205, Berth du Maroc, dry docks 1 and 2;
- Bassens: Berth 429, dry dock 3;
- Bacalan: the slipway.

1. Facility characteristics

The GPMB reserves the right to require prior presentation of all documents, in particular drawings and certificates to verify that the dimensions and displacement are compatible with the characteristics of the facilities.

	Location	Effective length*	Effective width*	Draught*
Dry dock 1	Bassins à flot	157 m	22 m	Please ask us
Dry dock 2		105 m	22 m	Please ask us
Dry dock 3	Bassens	247 m	34 m	Please ask us
Slipway	Bacalan	60 m	12 m	Please ask us
Berth 209	Bassins à flot	140 m	Please ask us	
Berth 208		180 m	Please ask us	
Berth 207		105 m	Please ask us	
Berth 206		120 m	Please ask us	
Berth 205		160 m	Please ask us	
Berth Du Maroc	Bassins à flot	75 m	Please ask us	
Berth 429	Bassens	175 m	Please ask us	

**Maximum dimensions of the infrastructure*

2. Booking

There are **three steps** involved in booking the facilities:

- The written request;
- The commercial proposal and registration;
- The confirmation of the booking.

2.1. Written request

The user must send his request by postal mail or by email to:

GPMB – Département Exploitation et Travaux
 Service Travaux Ingénierie Projets (Pôle Naval)
 152 quai de Bacalan - CS 41320
 33082 BORDEAUX CEDEX

Email: maintenance@bordeaux-port.fr

The request shall specify the requested facility, the purpose of the work, the desired period (or the exact duration if known), the specific conditions and characteristics of the vessel.

2.2. The GPMB's commercial proposal and registration of the request

The GPMB sends the user a commercial proposal and mutually agrees on the dates according to the availability of the infrastructure.

The request is then registered and the user informed.

In the event of multiple requests for the same period, the GPMB will consult the users concerned a minimum of three (3) weeks before registering the bookings. GPMB will select the user whose request was registered first. If this user does not accept, the user ranked next will be selected by the GPMB.

In the context of a call for tenders for a specific vessel (or several vessels), the GPMB may register several requests for the bidding companies. The booking will be made for the successful bidder.

Facility booking confirmation for a date and duration agreed on by the user and the GPMB: No later than two (2) months before the date selected for use of the facility, the user shall confirm his booking request in writing and pay a deposit for the amount stated in the commercial proposal.

The GPMB returns the booking confirmation to the user for the requested date and duration by post or email.

The facility and the adjacent dockside areas may be the subject of a Public Domain occupancy agreement, in accordance with the financial terms set out in the commercial proposal.

2.3. Modification of the date or duration of availability

In the event of a change to the date and/or duration of availability before registration of the booking or during the booking period, the GPMB will indicate the new availability to the user, who shall confirm in writing whether he maintains his request and/or booking.

In the event of a change in duration during the period of occupancy, the GPMB will inform the user of the occupancy possibilities depending on other requests.

If the occupancy period initially planned is exceeded, a surcharge of 100% may be applied (Art. L2125-8 of the French General Code of Public Property).

The GPMB may, if necessary, order the vessel to be refloated and towed to any location in the port it designates, all at the user's expense and risk.

If the vessel cannot be removed from the dry dock, the user shall bear all financial consequences caused to the GPMB and third parties as a result of the prolonged occupancy.

If the vessel can be removed from the dry dock, the GPMB may designate an in-water location for the user to complete the work, and no compensation may be claimed due to this change of location.

3. Requisitioning/right of priority

The vessels shall occupy each facility according to the booking confirmed by the GPMB.

However, if urgent or emergency circumstances so require, the GPMB may be required to make a facility available without notice or booking. In this case, the user may not claim any compensation of any kind, except the compensation provided for in Article L.5331-9 of the French Transport Code applicable to requisitioning.

A right of priority is granted:

1. If the urgent or emergency circumstances so require, for vessels posing an imminent danger to the environment or a hazard;
2. For vessels or machinery belonging to the State or to the GPMB or used by them, when the request is made by the public authority in question.

In the absence of an alternative solution, a user whose booking is cancelled due to such a situation will receive a refund of the deposit paid.

A user whose occupancy is cut short due to such a situation is billed only for the actual occupancy period.

4. Suspension of operations

When the staff of the GPMB believe that there is a danger or harm in continuing to work in a dry dock facility or when one of these facilities must be taken out of service by order of the GPMB, the user must immediately suspend operations, until everything is restored to good working order.

Such suspension shall not give rise to any recourse against GPMB, even if the work interruption is caused by a defect in GPMB's equipment. In the latter case, the performance period provided for in the contract will be suspended during the interruption and extended for the same period, without late penalties.

5. Cancellation of a dry-docking or refloating manoeuvre

5.1. Due to the GPMB

The GPMB may cancel a dry-docking or refloating manoeuvre in a dry dock facility, at any time and at its sole discretion, without the user being able to make a complaint. In this case, the occupancy period between the cancellation and the time when the manoeuvre is once again possible will not count towards the occupancy fees or any possible additional costs of the new dry-docking or refloating manoeuvre.

5.2. Due to the user

The user may cancel a dry-docking or refloating manoeuvre:

- *Without any financial impact other than losing the deposit* if the cancellation order stating the purpose, date and time is given to the GPMB with acknowledgement of receipt, before the order deadline, i.e.:
 - a. On weekdays: Before 12:00 noon for any manoeuvre on the next day after 5:00 AM;
 - b. On weekends: Friday before 12:00 noon;
 - c. On public holidays: the preceding day before 12:00 noon;
 - d. At night: the preceding working day before 10:00 AM.
- *With a financial impact in addition to losing the deposit* in all cases other than those listed in the preceding paragraph, the impact being:
 - a. If the work has started, payment of the entire service ordered;
 - b. If the work has not started, payment of 50% of the portion of the dues covering the service ordered.

In all cases, the additional costs, including those that may be necessary for making the site secure, will be charged to the user.

SECTION III – USE CONDITIONS

Mooring of vessels at the wharf or in a dry dock is not carried out by GPMB staff. This is the responsibility of the captains of the vessels.

The conditions below apply to dry dock 1 and the berths of the Bassins à flot (209 and Maroc):

- The user must inform the GPMB of the amount of waste water discharged into the network. Checks may be carried out;
- The user must comply with the provisions of the environmental code for the declaration of classified facilities;
- Noisy work is prohibited at weekends and on public holidays. Special precautions must be taken when using noise-generating equipment such as vacuum trucks;
- The site is not guarded, unless a special request is made (subject to a quote). It is the responsibility of the user and its co-contractors to respect the rules on closing the gates.

1. Dry docks

The charges apply to the occupancy of dry docks by the vessel per calendar day and provides access to the work site during the normal opening hours of the GPMB.

The entry and exit days are not taken into account in the occupancy fees.

The GPMB may not accommodate two or more vessels in the dry docks simultaneously without the users' written consent.

The GPMB is the sole judge of the appropriateness of performing within the same manoeuvre the exit of one vessel and the entry of the next. The GPMB may, at any time cancel the manoeuvre without giving rise to compensation.

2. Wharves

The booking and the charges are for simple parking with no turning manoeuvre, no moving of the vessel away from the wharf, and no guarantee of the availability of the body of water adjacent to the moored vessel. These fee-based services must be requested separately and are dealt with according to their feasibility, on the advice of the harbour master's office if necessary.

The booking and the charges correspond to the provision of the wharf for the length of the vessel in question.

Rafting of one or more vessels must be expressly requested. The GPMB may accept the arrangement depending on the occupancy of the body of water adjacent to the hull of the vessel docked at the wharf. Rafting is subject to additional charges. If vessels are rafted, the vessel docked at the wharf cannot object to the vessel being transited to reach the wharf.

Any day started is due.

A reduction in occupancy time (at the beginning or end of the authorised period), if caused by the user, does not entitle the user to a reduction of the dues.

Additional conditions for the berths of the Bassins à flot (209 and Maroc):

- The technical conditions of admission are examined on a case-by-case basis, in particular the vessel's condition (seaworthiness, buoyancy, safety, etc.);
- The mooring and maintenance in good condition of the vessel are the user's responsibility;
- The GPMB will indicate the selected wharf zone;
- The user must return the berths in the condition in which they were found (cleaned of waste);
- The operating area on the wharf edge is reserved for handling operations and the unloading of vehicles;
- The user must respect the permissible vertical load distributions for his handling operations;
- In the event of co-activity, the GPMB will establish a prevention plan with the users and any subcontractors;
- The removal of waste using the appropriate channels is the users' responsibility;
- A user who wishes to reserve use of the body of water lengthwise, in order to carry out work, thus preventing rafting alongside his vessel, will also have the rafting charge applied to the length of the vessel;
- The user undertakes to contact the GPMB for uses involving passengers or the public, for a feasibility study and analysis of the measures to be taken as necessary;
- Mediterranean mooring may only be permitted on a case-by-case basis, after discussion with the harbour master's office, and subject to a specific quotation.

3. Slipway

The charge applies to the occupancy of a cradle of the slipway by the vessel per calendar day and provides access to the work site during the normal opening hours of the GPMB.

Occupancy of the slipway is independent of the time of day and the day. However for each special operation (overtime, weekend work), it is necessary to notify the GPMB no later than 24 hours before it is performed.

For a dry-docking operation not part of an inclusive-price package, the drying and refloating days are not taken into account in the occupancy fee.

Inclusive-price packages cannot be combined and cannot be modified during the dry-docking operation. Additional days of occupancy are charged. If this results in a refloating operation outside the hours of the inclusive-price package hours, a surcharge will be applied.

4. Additional services

In the event of excessive water and electricity consumption, the charge will be readjusted.

4.1. Drinking water

SUEZ installs and reads a meter for the requested occupancy period and invoices the user directly.

In order to guarantee the quality of the drinking water, it is the user's responsibility to purge the system as necessary after connection to the network.

If the GPMB has to act on behalf of SUEZ or the shipowner, a 25% surcharge will be applied to the SUEZ charges.

4.2. Non-drinking water

Non-drinking water will only be made available when GPMB staff are present.

4.3. Electricity

Vessels operate on the electricity supplied by the terminals of the GPMB.

Exceptions may be made on a case-by-case basis on request for vessels whose electrical installation cannot be connected or which require an adaptation period.

It is the user's responsibility to check with the GPMB that its electrical power needs match the supply possibilities available at each installation. Otherwise, the GPMB cannot be held responsible for the consequences of a mismatch found during the course of the operations.

Connection and disconnection are the user's responsibility and must be carried out during the normal hours of the GPMB.

4.4. Gangways

A gangway may be made available to the user subject to availability.

A user who does not use the gangway of the GPMB must use vessel access systems that comply with the applicable regulations.

4.5. Dockside areas

Dues are charged for occupancy of the dockside areas that make the areas unavailable to other users. The waste containers located in the dedicated area within the boundary of the available space are not concerned.

The rental of the waterproof slab requires the payment by the user of a security deposit of twenty-five thousand (25,000) euros. It can be paid by bank guarantee. This amount shall remain in the possession of GPMB until the end of the occupancy as a guarantee of payments of all amounts that the user may owe to the GPMB upon leaving.

4.6. Vessel centring and positioning

Centring and positioning the vessel are the user's responsibility (under the GPMB's supervision).

Towing and centring are carried out using the vessel's winches according to the dockmaster's instructions (except slipway).

4.7. Keel blocks

The user is required to provide complete and verified vessel plans to the GPMB.

An additional charge is applied if the plans provided by the user are incorrect (in particular the dimensions of the vessel) or incomplete.

The charges cover standard keel blocks. Should a vessel require special keel blocks or shoring, a separate quotation will be prepared.

Subject to feasibility, requests for moving keel blocks must be made at least 72 hours beforehand to allow the GPMB time to make the necessary arrangements.

4.8. GPMB team

A GPMB team comprises a team leader, an electrician and a mechanic.