



SEM de Gestion de Port Fréjus

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Annexes to the Temporary Occupancy Agreement for a berth in Port Fréjus

Prices

Applicable pricing conditions

Terms and Conditions for berth rental

January 2020

SOMMAIRE

1.	Tariffs of Port Fréjus	1
1.1	Mooring fees	1
1.2	Fees for guarantee of use agreements	4
1.3	Tariffs for towing and various works	5
1.4	Commission tariffs on sales of guarantee of use agreements	6
1.5	Tariffs for administrative fees	7
1.6	Tariffs for direct debit payment of fees for guarantee of use agreements	8
1.7	Tariffs for direct debit payment of fees for berth rental	9
1.8	Parking tariffs	10
1.9	Occupancy tariff for the ground surface of the harbour domain	10
1.10	Boaters' portal and fees for printing occupancy agreements	10
2.	Applicable pricing conditions	11
2.1	Mandatory advance payment for occupancy fees	11
2.2	Invoicing unauthorised occupancy or occupancy « without valid occupancy title »	11
2.3	Surcharge for « resident » or « domiciled » categories	12
2.4	Surcharge for « gainful or commercial activities»	12
2.5	Tariffs for the « Professional » category	12
2.6	Service on berths offered to titleholders of occupancy agreements	13
2.7	Keys or electronic badges	16
2.8	Harbour services	16
2.9	Terms of access to the slipway	16
2.10	Terms of access to the docking cradles for VNM (Nautical Motor Vessels)	17
2.11	Refund conditions for boats in transit, seasonal rentals, or monthly rentals	17
2.12	Guarantee of use agreements	17
2.13	Pro rata of annual rental fee	18
2.14	Tourist tax	18
2.15	Environmental policy of Port Fréjus in particular regarding the wastewater recovery tanks	18
3.	Terms and conditions for berth rental in Port-Fréjus	19
3.1	Definition of acceptable measurements on an allocated berth	19
3.2	Prior express authorisation	20
3.3	Acceptation of boats within the harbour domain	20
3.4	Allocation or renewal of Temporary Occupancy Agreement – Required documents	20
3.5	Authorised mooring duration	21
3.6	Definition of “invalid occupancy title” - application of the daily tariff	21
3.7	Procedures and sanctions – invalid title and/or occupancy without valid occupancy title	22
3.8	Manœuvrability of boats / Substitutes / change of berths and relocation of the boat	23
3.9	Connection and disconnection of energy supplies for boats	23
3.10	Terms of use of berths	23

3.11	Boat identification	24
3.12	Absence	24
3.13	Termination procedure	24
3.14	Management of parking for boaters	25
3.15	Competent jurisdiction	26

Tariffs of Port Fréjus for 2020 in € including tax

Valid from 1st January to 31st December 2020

In accordance with the transport code and in particular title III
After consultation of the Harbour Council on 4th November 2019
Deliberation of the Municipal Council on 26 November 2019

These tariffs are applicable under the « Applicable Pricing Conditions for à Port Fréjus », the « Terms and Conditions for berth rental » and the « Harbour Policy rules » provided in this document.

1. PRICES IN PORT FRÉJUS

1.1. Mooring fees

Mooring fees for 2020 per category of berth are as follows (in € including tax) :

BERTH SIZES	LOW SEASON			MIDDLE SEASON			HIGH SEASON			ANNUAL RENTAL
	From 1st October to 31st March			April, May, June, September			July, August			
	DAY	DAY	DAY		DAY	DAY	WEEK	MONTH	DAY	
5,50 m x 2,20 m	6,50 €	11,00 €	14,50 €	2 020,00 €	14,50 €	6,50 €	39,00 €	156,00 €	11,00 €	5,50 m x 2,20 m
6,00 m x 2,50 m	8,00 €	13,50 €	18,00 €	2 505,00 €	18,00 €	8,00 €	48,00 €	192,00 €	13,50 €	6,00 m x 2,50 m
7,00 m x 2,80 m canal	10,00 €	17,50 €	23,50 €	3 175,00 €	23,50 €	10,00 €	60,00 €	240,00 €	17,50 €	7,00 m x 2,80 m canal
8,00 m x 3,00 m	12,50 €	21,00 €	29,00 €	3 850,00 €	29,00 €	12,50 €	75,00 €	300,00 €	21,00 €	8,00 m x 3,00 m
9,00 m x 3,30 m canal	15,00 €	25,50 €	35,00 €	4 670,00 €	35,00 €	15,00 €	90,00 €	360,00 €	25,50 €	9,00 m x 3,30 m canal
10,00 m x 3,50 m	17,00 €	30,00 €	40,50 €	5 490,00 €	40,50 €	17,00 €	102,00 €	408,00 €	30,00 €	10,00 m x 3,50 m
11,00 m x 3,80 m canal	20,00 €	34,50 €	47,00 €	6 370,00 €	47,00 €	20,00 €	120,00 €	480,00 €	34,50 €	11,00 m x 3,80 m canal
12,00 m x 4,00 m	22,50 €	39,00 €	53,50 €	7 250,00 €	53,50 €	22,50 €	135,00 €	540,00 €	39,00 €	12,00 m x 4,00 m
15,00 m x 4,50 m	30,50 €	53,00 €	73,00 €	9 800,00 €	73,00 €	30,50 €	183,00 €	732,00 €	53,00 €	15,00 m x 4,50 m
18,00 m x 5,15 m	39,50 €	69,50 €	97,00 €	12 820,00 €	97,00 €	39,50 €	237,00 €	948,00 €	69,50 €	18,00 m x 5,15 m
20,00 m x 6,00 m	50,00 €	85,00 €	118,00 €	15 500,00 €	118,00 €	50,00 €	300,00 €	1 200,00 €	85,00 €	20,00 m x 6,00 m
22,00 m x 5,70 m	58,00 €	99,50 €	138,00 €	18 490,00 €	138,00 €	58,00 €	348,00 €	1 392,00 €	99,50 €	22,00 m x 5,70 m
30,00 m x 7,00 m	94,00 €	163,50 €	225,50 €	30 340,00 €	225,50 €	94,00 €	564,00 €	2 256,00 €	163,50 €	30,00 m x 7,00 m
40,00 m x 9,00 m	159,00 €	278,50 €	384,00 €	*****	384,00 €	159,00 €	954,00 €	3 820,00 €	278,50 €	40,00 m x 9,00 m
MULTIHULL (per m²)	0,50 €	1,00 €	1,00 €	141,40 €	1,00 €	0,50 €	3,00 €	11,00 €	1,00 €	MULTIHULL (per m²)
Jet-Ski	Not available			12,50 €	15,00 €	*****	15,00 €	Not available	12,50 €	75,00 €
Refuelling	50 % of the daily rate									
Water and electricity	50 % of the daily rate									
Slipway	Daily flat rate of 10 €									

These prices include the weather information fees, environmental contribution, tourist tax, water and electricity supply (see below) for berths of less than 18 m and the services specified in the Terms and Conditions of berth rental.

Electricity consumption is invoiced in the following way :

- Included in the mooring fee for boats of less than 18 m and / or less than 90 m² whatever the duration of stay, with the exclusion of the « Resident » or « Domiciled » categories,
- For boats in the « Resident » or « Domiciled » categories, electricity consumption is invoiced according to the meter reading based on the tariff of 0,15 €/kWh whatever the boat size,

- For boats in excess of 18 m and / or over 90 m² :
 - Within the limit of two consecutive weeks of occupation:
 - ✓ Electricity consumption is invoiced 8 € per day for berths of 18 m to 22 m,
 - ✓ Electricity consumption is invoiced 12 € per day for berths of 22 m or more,
 - In excess of two weeks of consecutive occupation:
 - ✓ Electricity consumption is invoiced according to meter reading based on the tariff of 0,15 €/kWh.

In the case of a sworn harbour officer observing excessive use of water or electricity, payment of a complementary invoice of 100 € may be required from the holder of the occupancy agreement for each offence.

One launching and bringing ashore via the slipway is included for all occupancy agreement holders of berths in excess of two weeks.

Access to the sanitary block of the harbour is included in the mooring tax fee according to the provisions mentioned in the Applicable Pricing Conditions.

Reminder of the definition of measurements accepted in a berth :

The user shall occupy the berth defined in the agreement or any other berth corresponding to the characteristics of his boat, as assigned by the harbour services. The user's boat must fulfil the following conditions : the beam, including fenders, may not exceed the width of the berth, no excess beam width shall be tolerated. In the case of beam width being found in excess of the allocated berth width, for users holding a rental agreement, the holder shall be invoiced in the berth category above that of the allocated berth. A tolerance of 10 % is accepted on overall length as long as the surface of the boat (overall length x beam) is equal to or less than that of the allocated berth.

In order to guarantee the safety of moorings, the number and diameter of fenders per boat length as follows :

Length of boat (in m)	Diameter of fenders (in cm)	Number of fenders
3 to 6	9 to 12	6
6 to 8	12 to 20	8
8 to 10	20 to 25	8
10 to 14	25 to 35	10
14 to 20	35 to 50	12

1.2. Fees for guarantee of use agreements

For the year 2020 the fees charged for guarantee of use are 49,50 € not including tax per m², which represents the following amounts per category of berth :

Size	Surface (in m ²)	Total (in € before tax)	V.A.T. (rate of 20%)	Total (in € including tax)
5,50 m x 2,20 m	12,10	598,95 €	119,79 €	718,74 €
6,00 m x 2,50 m	15,00	742,50 €	148,50 €	891,00 €
8,00 m x 3,00 m	24,00	1 188,00 €	237,60 €	1 425,60 €
10,00 m x 3,50 m	35,00	1 732,50 €	346,50 €	2 079,00 €
12,00 m x 4,00 m	48,00	2 376,00 €	475,20 €	2 851,20 €
12,00 m x 7,00 m	84,00	4 158,00 €	831,60 €	4 989,60 €
15,00 m x 4,50 m	67,50	3 341,25 €	668,25 €	4 009,50 €
18,00 m x 5,15 m	92,70	4 588,65 €	917,73 €	5 506,38 €
22,00 m x 5,70 m	125,40	6 207,30 €	1 241,46 €	7 448,76 €
24,00 m x 5,70 m	136,80	6 771,60 €	1 354,32 €	8 125,92 €
30,00 m x 7,00 m	210,00	10 395,00 €	2 079,00 €	12 474,00 €

Charges are payable on the due date.

1.3. Tariffs for towing and various works

Tariffs for towing and various works are as follows :

Dimensions	Montant (en € H.T.)	T.V.A. (taux de 20%)	Montant (en € T.T.C)
5,50 m x 2,20 m	46,67 €	9,33 €	56,00 €
6,00 m x 2,50 m	49,17 €	9,83 €	59,00 €
7,00 m x 2,80 m canal	57,50 €	11,50 €	69,00 €
8,00 m x 3,00 m	66,67 €	13,33 €	80,00 €
9,00 m x 3,30 m canal	73,33 €	14,67 €	88,00 €
10,00 m x 3,50 m	80,83 €	16,17 €	97,00 €
11,00 m x 3,80 m canal	87,50 €	17,50 €	105,00 €
12,00 m x 4,00 m	96,67 €	19,33 €	116,00 €
15,00 m x 4,50 m	120,83 €	24,17 €	145,00 €
18,00 m x 5,15 m	143,33 €	28,67 €	172,00 €
22,00 m x 5,70 m	172,50 €	34,50 €	207,00 €
30,00 m x 7,00 m	233,33 €	46,67 €	280,00 €
Works (hourly rate)			
Diving	62,50 €	12,50 €	75,00 €
Various works	33,33 €	6,67 €	40,00 €

One towing operation within the harbour domain is included for all occupancy titleholders of berths in excess of two weeks.

1.4. Commission tariffs on sales of guarantee of use agreements

The commission tariffs collected by S.E.M. de gestion of Port Fréjus on transactions concluded with the help of their services (presenting buyers and sellers) are:

Size	Total (in € before tax)	V.A.T. (rate of 20%)	Total (in € including tax)
5,50 m x 2,20 m	195,83 €	39,17 €	235,00 €
6,00 m x 2,50 m	245,83 €	49,17 €	295,00 €
8,00 m x 3,00 m	395,83 €	79,17 €	475,00 €
10,00 m x 3,50 m	575,00 €	115,00 €	690,00 €
12,00 m x 4,00 m	787,50 €	157,50 €	945,00 €
12,00 m x 7,00 m	1 383,33 €	276,67 €	1 660,00 €
15,00 m x 4,50 m	1 112,50 €	222,50 €	1 335,00 €
18,00 m x 5,15 m	1 525,00 €	305,00 €	1 830,00 €
22,00 m x 5,70 m	2 066,67 €	413,33 €	2 480,00 €
24,00 m x 5,70 m	2 250,00 €	450,00 €	2 700,00 €
25,00 m x 7,00 m	2 883,33 €	576,67 €	3 460,00 €
30,00 m x 7,00 m	3 458,33 €	691,67 €	4 150,00 €

This commission is due on every change of agreement holder for the guaranteed use of a berth concluded with the help of the services of SEM of Port Fréjus.

1.5. Tariffs for administrative fees

Tariffs for administrative fees due for every change of agreement holder for guaranteed use of berths are :

Size	Total (in € before tax)	V.A.T. (rate of 20%)	Total (in € including tax)
5,50 m x 2,20 m	194,55 €	38,91 €	233,46 €
6,00 m x 2,50 m	246,87 €	49,37 €	296,24 €
8,00 m x 3,00 m	394,99 €	79,00 €	473,99 €
10,00 m x 3,50 m	576,03 €	115,21 €	691,24 €
12,00 m x 4,00 m	789,97 €	157,99 €	947,96 €
12,00 m x 7,00 m	1 382,45 €	276,49 €	1 658,94 €
15,00 m x 4,50 m	1 110,90 €	222,18 €	1 333,08 €
18,00 m x 5,15 m	1 525,63 €	305,13 €	1 830,76 €
22,00 m x 5,70 m	2 063,79 €	412,76 €	2 476,55 €
24,00 m x 5,70 m	2 251,42 €	450,28 €	2 701,70 €
25,00 m x 7,00 m	2 880,10 €	576,02 €	3 456,12 €
30,00 m x 7,00 m	3 456,13 €	691,23 €	4 147,36 €

1.6. Tariffs for direct payment of fees for guarantee of use agreements

Direct payment fee for holders of guaranteed use of berths who choose this method of payment are :

Size	Total (in € before tax)	V.A.T. (rate of 20%)	Total (in € including tax)
5,50 m x 2,20 m	0,75 €	0,15 €	0,90 €
6,00 m x 2,50 m	0,83 €	0,17 €	1,00 €
8,00 m x 3,00 m	1,08 €	0,22 €	1,30 €
10,00 m x 3,50 m	1,33 €	0,27 €	1,60 €
12,00 m x 4,00 m	1,67 €	0,33 €	2,00 €
12,00 m x 7,00 m	2,67 €	0,53 €	3,20 €
15,00 m x 4,50 m	2,25 €	0,45 €	2,70 €
18,00 m x 5,15 m	2,92 €	0,58 €	3,50 €
22,00 m x 5,70 m	3,83 €	0,77 €	4,60 €
30,00 m x 7,00 m	6,08 €	1,22 €	7,30 €

In the case of any incident on a payment method chosen by the agreement holder : direct debit or cheque rejected by the bank, the harbour office reserves the right to charge a flat rate of 15 € per opposition.

1.7. Tariffs for direct debit payment of fees for berth rental

Tariffs for direct debit payment of rental contracts for berths are:

Size	Total (in € before tax)	V.A.T. (rate of 20%)	Total (in € including tax)
5,50 m x 2,20 m	1,88 €	0,37 €	2,25 €
6,00 m x 2,50 m	2,29 €	0,46 €	2,75 €
7,00 m x 2,80 m canal	2,50 €	0,50 €	3,00 €
8,00 m x 3,00 m	2,71 €	0,54 €	3,25 €
9,00 m x 3,30 m canal	2,92 €	0,58 €	3,50 €
10,00 m x 3,50 m	3,13 €	0,62 €	3,75 €
11,00 m x 3,80 m canal	3,75 €	0,75 €	4,50 €
12,00 m x 4,00 m	4,17 €	0,83 €	5,00 €
15,00 m x 4,50 m	5,42 €	1,08 €	6,50 €
18,00 m x 5,15 m	7,08 €	1,42 €	8,50 €
20,00 m x 6,00 m	9,58 €	1,92 €	11,50 €
22,00 m x 5,70 m	11,25 €	2,25 €	13,50 €
30,00 m x 7,00 m	13,33 €	2,67 €	16,00 €

In the case of any incident on a payment method chosen by the agreement holder : direct debit or cheque rejected by the bank, the harbour office reserves the right to charge a flat rate of 15 € per opposition.

1.8. Parking tariffs

S.E.M. de gestion rents spaces by the month in the P2 car park (covered with access control) of Port Fréjus from 1st January to 31st December at the following tariffs :

Definition of the parking period in P2 car park	Total (in € before tax)	V.A.T. (rate of 20%)	Total (in € including tax)
Annual	583,33 €	116,67 €	700,00 €
Period of parking payment (from 01/04 to 31/10)	437,50 €	87,50 €	525,00 €
Winter rate (from 01/01 to 31/03 and from 01/11 to 31/12)	300,00 €	60,00 €	360,00 €
Summer rate (from 15/06 to 15/09)	291,67 €	58,33 €	350,00 €
Month	116,67 €	23,33 €	140,00 €

Enquire at the Harbour Office.

1.9. Occupancy tariff for the ground surface of the harbour domain

Any occupation of the ground surface on the harbour domain requires prior authorisation from the Harbour Office of Port Fréjus and shall be invoiced per m² of occupancy for a fee of 5 € not including tax..

1.10.Boaters' portal and fees for printing occupancy agreements

All mooring agreements are accessible to users on a computer portal. The harbour office crew are available to provide all necessary information to users so that they may create their online account. This account is directly accessible from the harbour website: www.portfrejus.fr .

In order to limit our environmental footprint, S.E.M. de gestion du port de Fréjus wishes to limit the printing of agreements. An agreement shall be printed if, and only if the user requests. In this case the printing shall be invoiced at the rate of 9 € including tax.

Applicable Pricing Conditions in Port-Fréjus in 2020

Valid from 1st January to 31st December

2. APPLICABLE PRICING CONDITIONS

2.1. Mandatory advance payment for occupancy fees

All occupation of the public harbour domain by boats is temporary, personal, revocable and tenuous. It is mandatory to pay in advance and for a fixed period. Only for certain types of agreement, may the payment be made in either one or several instalments.

Payment by direct debit may be made for :

- Annual agreements,
- Payment of charges for guaranteed use agreements,
- Instalments for professional agreements.

In the case of any incident on a payment method chosen by the agreement holder : direct debit or cheque rejected by the bank, the harbour office reserves the right to charge a flat rate of 15 € per opposition.

2.2. Invoicing «unauthorised» occupancy, or occupancy « without valid occupancy title»

Owners and/or guardians of boats (or “unauthorised” occupants) or “without valid occupancy title” shall immediately be liable for an occupancy fee equivalent to the daily fee for the actual category and use of the boat (the said offences include : expired authorisation, occupancy which is non conform with the authorisation, default of payment by instalments, termination for breach of contract or in the general interest of the port, failure to renew, non-respect of the environmental regulations...). It should be noted that it is the occupant’s responsibility to ensure that advance payments of the domain’s fees are kept up to date.

2.3. Surcharge for « resident » or « domiciled » categories

Occupants who wish to give an address on their inhabitable boat must provide adequate insurance and will be liable for a surcharge of 5% of the annual fees in the appropriate category. This category of user shall qualify for the use of a letterbox at the Harbour Office, issue of a tax certificate and a key for unlimited use of the sanitary block. This surcharge may be accumulated with that of « commercial or gainful activity » and/or the applicable tariffs for the « Professional » category.

It should be noted that titleholders of guarantee of use agreements are also liable for this surcharge. The surcharge is calculated on the basis of the annual tariff of the berth mentioned in the guarantee of use agreement.

This surcharge is valid for all rental agreements for berths in excess of two weeks.

2.4. Surcharge for « gainful or commercial activities » :

When the berth is used for any type of gainful or commercial activity, a surcharge of 5% of the domain's fees is applied for this type of user, on the public tariff.

Any boater, who plans such activities, must make a mandatory prior declaration to the Harbour Office, and provide the adequate insurance certificate in order to receive formal permission.

It is specified that titleholders of agreements for guarantee of use are also subject to this surcharge. The surcharge is calculated on the basis of the annual tariff of the berth mentioned in the guarantee of use agreement.

This surcharge is valid for all rental agreements for berths in excess of two weeks. (monthly, seasonal, annual).

2.5. Tariffs for the « Professional » category

By exception to the current agreements and occupancy conditions for pleasure boats, occupants in the « Professional » category, duly registered with the commercial register (SIREN number and KBis to be submitted on establishment of the agreement) shall have the right to pay occupancy fees in the following manner :

- For annual titleholders :
 - Payment of 30 % at the end of January,
 - Payment of 20 % at the end of June,
 - Payment of 20 % at the end of August,
 - The balance of 30 % at the end of October.

- For monthly agreements, seasonal agreements (from June to September) or short stay agreements :
 - Advance payment at the beginning of the month, or on the first day of the short stay.

This category is limited to « Professionals » with proof of nautical activity in the Port of Fréjus : rental, diving clubs, boat sales, sea excursions, sea fishing and game fishing, maritime and underwater engineering, sailing schools. For reasons of harbour management policy, the Harbour Office reserves the right to accept a professional activity, or not.

No commercial activity is permitted on the slipway without prior authorisation from the Harbour Office, even for titleholders of professional agreements in Port Fréjus. Activities such as embarking and disembarking passengers, delivery of rental boats or other commercial activities, are forbidden. All offenders risk facing non-renewal or termination for breach of their contract, and/or legal proceedings.

2.6. Services on berths offered to titleholders of occupancy agreements

As part of the services covered by payment of mooring fees to S.E.M. de Gestion du Port de Fréjus, the latter commits to providing the following :

- A mooring (stern mooring line) except mooring ropes which are at the user's expense and responsibility,
- Water supply on the quay,
- Electricity supply on the quay under the following conditions :
 - Included in the mooring fees for boats of less than 18 m and / or less than 90 m² whatever the period of occupancy, non-category « Resident » or « Domiciled »,
 - For boats in the « Resident » or « Domiciled » categories, electricity consumption is invoiced according to the meter reading based on the applicable tariffs, whatever the size of the boat,
 - For boats over 18 m and / or above 90 m², based on the current public tariffs,
- Weather information,
- General supervision of moorings. The moorings should be of good quality, with adequate variety of ropes and correctly protected against fraying. S.E.M. de Gestion du Port de Fréjus cannot be held liable in the case of breakage,
- Domestic waste disposal,
- General surveillance of harbour water,

- Access to the sanitary block is free and unlimited, it is obtained with an electronic badge or a magnetic key,
- Access to the showers is obtained with an electronic badge or a magnetic key, free showers are included in mooring agreements, according to the following provisions :

Number of showers included per type of agreement				
Size	Annual contract	Monthly contract	Seasonal contract	Stop-off
	Per year	Per month	Per week	Per day
5,50 m x 2,20 m	15	2	2	2
6,00 m x 2,50 m	15	2	2	2
7,00 m x 2,80 m canal	15	2	2	2
8,00 m x 3,00 m	20	5	5	3
9,00 m x 3,30 m canal	20	5	5	3
10,00 m x 3,50 m	40	10	5	4
11,00 m x 3,80 m canal	40	10	10	4
12,00 m x 4,00 m	50	12	10	6
15,00 m x 4,50 m	50	12	15	8
18,00 m x 5,15 m	50	15	15	8
22,00 m x 5,70 m	50	15	15	10
30,00 m x 7,00 m	50	15	15	10

Requests for extra showers will be subject to invoicing at the current applicable rate (information at the Harbour Office),

- Black wastewater recovery service for boats under 15 metres overall length (information at the Harbour Office), within the limits of our service partner's availability,
- One parking space **per rental agreement** in the Caravello car park within the limits of available spaces and subject to conditions as defined in the « Terms and Conditions of berth rental in Port Fréjus »,
- One WiFi connection within the limits of service availability and existing technical capacity. The number of simultaneous connections per boat is limited to the following :
 - Berth of 5,50 m to 8,00 m : 2 connections,
 - Berth of 8,00 m to 11,00 m : 3 connections,
 - Berth of 11,00 m to 15,00 m : 5 connections,
 - Berth of 15,00 m to 22,00 m : 7 connections,
 - Over 22,00 m : 10 connections.

In the case of boats holding a « Resident » title : possibility of 2 connections more than those previously stipulated.

Any request for extra connections shall be invoiced at the rate 4 € per hour, 9 € per day, 30 € per month, and 195 € per year,

- Access to a digital press service is available from June to September proposing over 200 articles in several languages within the limits of availability and the existing technical capacity,
- Access to a relaxation room in the harbour watchtower within the limit of available space and vacancies of the room,
- One towing operation in the harbour domain for all holders of occupancy agreements of a berth for over two weeks.
- One launching and one bringing ashore for all holders of occupancy agreements of a berth for over two weeks.

The flat rate does not include the following services:

- Electricity supply for berths of 18 m and above. This shall be invoiced in addition to the rental fees under the following conditions :
 - 8 € per day for boats up to 22 m,
 - 12 € day for boats above 22 m,
 - Beyond 2 weeks of occupancy, electricity consumption shall be invoiced according to the meter reading based on the tariff of 0,15 €/kWh,
 - For boats with a « Resident » agreement : the electricity supply is invoiced at the actual cost of consumption according to the meter reading based on the tariff of 0,15 €/kWh,
- A telephone service is proposed on berths of 12 m and over, this service is not included in the rental fees (information at the Harbour Office),
- Black waste water recovery : boats in excess of 15 metres overall length have the possibility to benefit from a black waste water recovery service at the berth (information at the Harbour Office).

2.7. Keys or electronic badges

The electronic key (not refundable) or the magnetic badge is available at the rate of 10 € for slipway users. For users who hold an occupancy or a guarantee of use agreement, the first key is provided free of charge, and all other keys shall be sold at the rate of 10€. For users without an occupancy agreement, the validity of the key is for one year subject to provision of valid boat insurance. The key is nominative, non-assignable and non transferable, under penalty of withdrawal. It gives access to the car park (within the limits of available spaces, and limited to one space per agreement), the waste and recycling areas (point propres) and the sanitary block, and can be programmed for the showers. For clients who possess a key from before 31/12/2019, the remaining units can be used but are neither modifiable nor refundable.

2.8. Harbour services

The following actions are at the boater's expense according to the applicable current rates, and can be performed on request by the boater and/or induced by failure to respect policy rules and/or the terms and conditions of rental and/or payment condition.

The services are as follows :

- All towing operations inside or outside the harbour limits (excluding services provided in the agreement),
- All underwater works (it is strictly forbidden to dive in the harbour, and all diving works must receive prior approval from the Harbour Office),
- Replacement or recuperation of mooring ropes resulting from abnormal wear and tear,
- All works on the power supply and water supply boxes.

2.9. Terms of access to the slipway

Access to the slipway requires an electronic key, which is on sale at the Harbour Office during normal working hours on presentation of the following documents :

- Circulation card or francization act for the boat or VNM (Nautical Motor Vessels),
- Valid insurance certificate.

Access to the slipway is limited to 24 hours and enables the following services:

- Launching of boats and bringing them ashore,
- Parking a vehicle and trailer within the limits of available spaces.

It is specified that access to the slipway is limited to the length of one convoy (vehicle + trailer) of 13 m.

Reminder : one launching and one bringing ashore are included in the rental fees of a berth for all agreements in excess of 7 days.

No commercial activity is authorised on the slipway without prior authorisation from the Harbour Office, even for titleholders of professional contracts in Port Fréjus. Activities such as embarking and disembarking passengers, delivery of rental boats or other commercial activities are forbidden. Offenders are at risk of termination of their agreement for breach of contract and/or legal proceedings.

2.10. Terms of access to the docking cradles for VNM (Nautical motor vessels)

Use of docking for Motorised Nautical Vehicles (such as jet ski) is reserved for experienced users, and is under their responsibility. Access and parking are at the user's risk. The Motorised Nautical Vehicle shall remain identifiable at all times.

2.11. Refund conditions for boats in transit, seasonal rentals, or monthly rentals

No refunds or credit notes shall be made in the event of absence from the allocated rental space, early departures or late arrivals.

2.12. Guarantee of use agreements

In order to maintain a certain degree of the personal aspect to the authorisation of occupancy of the public harbour domain as issued, and to avoid any unjustified speculation on the public domain, the sub-letting of berths, as authorised in the agreement of guarantee of use, is limited to the amount paid for an annual rental.

This sub-letting must be established under a management mandate, at the current public rates, which are available at the administrative service of the Harbour Office.

In any event, the port operator is entitled to rent the space for its own benefit in the absence of the user and/or the ability to mandate without any possibility of claim from the user.

2.13. Pro rata of the annual rental fee

Payment on a pro rata basis of the total annual rental fees of a berth is possible if the date of commencement of the rental agreement is before the 1st May. After this date, the fees shall be calculated on the basis of a monthly fee until the end of the current year.

2.14. Tourist tax

Tourist tax is included in the rental fees.

2.15. Environmental Policy of Port Fréjus, in particular regarding the wastewater recovery tanks.

Any boat without a wastewater tank, must use the sanitary block made available by the Port. In the case of failure to respect this condition, the occupancy agreement may be terminated under the provisions specified in the « Termination procedure », see paragraph « Terms and conditions for rental of berths Port Fréjus » and departure demanded.

Port Fréjus provides users with waste and recycling areas in order to collect the waste from general maintenance work on boats. Users are under the obligation to deposit their waste in these specific areas (information from the Harbour Office).

Any boat causing pollution in the harbour is at risk of termination of its occupancy agreement under the provisions specified in « Termination procedure », see paragraph « terms and conditions for rental of berths in Port Fréjus ». The depollution fees shall be entirely at the expense of the boat owner (including third party liability).

As from **2020**, **black wastewater** tanks or installation of a system of waste treatment will be a mandatory condition for obtaining or renewing authorisation for occupancy or the public harbour domain for the « Residents » or « Domiciled » categories.

This obligation will be extended to include all inhabitable boats moored in the harbour for more than 3 days from **2021**.

All boats presenting the following features shall be considered as inhabitable : any space fitted with permanent units in the boat's structure intended for activities such as sleeping, cooking, eating, washing, toilets, navigation and manoeuvring. Spaces destined only for storage, open cockpits, whether surrounded by canvas coverings, and engine compartments are not included in this definition.

Terms and Conditions for berth rental in Port-Fréjus in 2020

Valid from du 1st January to 31st December 2020
In compliance with articles 1103 and 1104 of the French Civil Code

3. TERMS AND CONDITIONS FOR BERTH RENTAL IN PORT-FRÉJUS

3.1. Definition of acceptable measurements on an allocated berth

The user shall occupy the berth as defined in the agreement or any other berth designated by the harbour services corresponding to the characteristics of his boat. The user's boat must fulfil the following conditions : the beam, including fenders (the size of the fenders must be adequate for the boat to be moored), may not exceed the width of the berth. A tolerance of 10 % is accepted on the overall length as long as the surface of the boat (overall length x beam) is equal to or less than that of the allocated berth.

No excess « beam width» and / or « length» shall be tolerated.

Any change of boat must be previously declared at the Harbour Office in order to be formally authorised.

For users holding a rental agreement (monthly, seasonal, annual) if excess beam width is found, the boat shall be invoiced for the actual width found.

For users holding a guarantee of use agreement, if excess beam width is found, the fees shall be calculated on the following basis : annual fee for the category of the boat moored, less the annual fee for the category defined in the agreement of use.

These fee adjustments in no way validate the occupancy title with express prior consent in compliance with the declared use. To this end, users must contact the harbour services in order to regularise their situation.

3.2. Prior express authorisation

All occupancy of the public port domain by a boat must be authorised by the issuing of a tenure document with express prior consent in compliance with the declared use. The agreement is made on a tenuous and revocable basis for the contractually agreed period. Port Fréjus authorities may terminate this at any given time without indemnities, for the motives of general interest. In this case the fees shall be reimbursed on a pro rata basis according to the type of agreement (annual, monthly, seasonal, short stay, professional, residential...). Automatic renewal is excluded. This agreement is personal and non-transferable. The user must acknowledge and abide by Port Policy rules and is committed to respect the agreement under penalty of termination, or non-renewal.

In the case of co-ownership, the majority owner of at least 51% of the boat shares shall be the sole holder of the occupancy agreement without excluding the financial solidarity of the co-owners in the event of default of payment or damage. Transfer of shares does not mean transfer of the contract. In the case of change of address, the user must notify the Harbour Office either in person or by registered post, and he must update the French registration deed, and send an updated copy or any other equivalent mandatory document without delay. The same formalities are required in the event of transfer of shares or ownership of a boat. The sale of all or part of a boat in no way constitutes the right of priority for the new co-owner.

3.3. Acceptation of boats within the harbour domain

The boat shall only be accepted in the port after signature of the occupancy agreement, presentation of the boat's papers, insurance certificate corresponding to the type of activity, and payment of the occupancy fees, according to the terms of the agreement.

3.4. Allocation or renewal of Temporary Occupancy Agreement – Required documents

Only the contract holder can request renewal of a contract for the following year. This must be done within two months prior to its term fixed on 31st December, by submitting copies and originals of the following documents :

- Proof of identity
- Proof of address dated within the last three months,
- Taxe d'Habitation (housing tax) forms in the case of residence in a commune of the CAVEM,
- Recent French registration deed or circulation card or equivalent title, particularly for boats under foreign flags. Unregistered information or that which is not up-to-date shall not be binding,

- Valid insurance certificate in the titleholder's name as subscriber and named policyholder,
- For companies, a valid extrait Kbis (company registration certificate) is required.

In the absence of this request, the occupant shall be considered as having renounced the renewal of his berth.

3.5. Authorised mooring duration

All occupancy of the harbour domain by a boat shall be paid in advance for a pre-determined duration as agreed in this contract. Obtaining this agreement is subject to the advance payment, and in the case of payment by instalments, a condition of the validity of the title. On expiry of the period for which the boat has been authorised to stay, the port, by its own right and without fulfilling any formalities, will consider the boat to be « without valid occupancy title ».

Occupancy agreements for mooring berths are issued, at most, for one civilian year on the very express condition that advance payments of fees be ensured, as agreed and previously described in this contract. It is the sole responsibility of the occupant to ensure timely payments of the fees. In the event of non-payment, whatever the motive, the port, by its own right and without fulfilling any formalities, will consider the boat to be "without valid occupancy title". As an exception, occupants in the "professional" category shall have the right to pay occupancy fees in accordance with the terms agreed in the applicable tariffs.

3.6. Definition of "invalid occupancy title" - application of the daily tariff

Given that payment is mandatory for all occupancy of the port domain, boats "without valid occupancy title" for whatever reason or motive, shall be immediately liable to pay an occupancy fee equivalent to the "daily tariff" for the category and actual use of the boat. This shall be immediately applicable at the term of the prior agreement, or on acknowledgement of improper use of the occupancy title of the berth. Receipt of this "occupation indemnity" in no way regularises the situation of the offender, who faces sanctions and proceedings as defined in the article on « Procedures and sanctions – Invalid title and/or occupation without authorisation ».

3.6.1. Berths without commercial or gainful activity, exclusively reserved for pleasure boating

Berths granted to non-professional occupants are strictly reserved solely for pleasure boating on a particular boat. The user expressly commits, under the terms of this contract, not to use his berth for gainful operations, commercial or advertising activities, whatever the nature, and whatever the duration, without prior authorisation under the terms stipulated in the following article.

The boater who wishes to use his berth for gainful, commercial or advertising activities, whatever the nature and whatever the duration, must declare his activity beforehand to the Harbour Master, and provide an adequate insurance certificate in order to be formally authorised. In terms of the extra benefits for the user occupying the port domain, the tariff shall be increased for this specific category of users (see current tariff conditions in Port Fréjus)

3.6.2. Non-respect of the destination and/or absence of prior declaration of commercial or gainful activity

In the event of absence of prior declaration, valid insurance or formal authorisation from the Harbour Master, Port Fréjus may consider the use of the berth by the boat for gainful or commercial activities, as a breach of contract, which justifies the termination of this agreement. The boat's occupancy shall be considered non-conform for use of the public domain, as of right, and without prior formalities, and the title of occupancy shall be "invalidated". In this event, Article 7 of this agreement shall be applied.

3.6.3. Non-respect de la destination et/ou absence de déclaration préalable d'activités commerciales ou lucratives

En cas d'absence de déclaration préalable, d'assurance valide et d'autorisation formelle de la capitainerie, l'utilisation de l'emplacement comme support à des activités lucratives ou commerciales par le navire pourra être considérée par le port de Fréjus comme une faute justifiant la résiliation du présent contrat. L'occupation par le navire sera considérée de plein droit et, sans formalité préalable, comme non conforme à l'utilisation du domaine public et le titre d'occupation sera "non valide". Dans ce contexte, l'utilisateur s'expose à une procédure de sanctions définie dans le paragraphe ci-après.

3.7. Procedures and sanctions – invalid title and/or without valid occupancy title

In the event of an invalid occupancy title, whatever the motive (in particular : improper use, expired authorisation...), the boat owner(s) or guardian(s) are liable for unilateral termination for breach of contract, prosecution, or non renewal of the contract. In such cases, beyond the application of the daily rate, Port Fréjus reserves the right to regularise or not the situation. Failure to regularise the authorisations means that the boat shall be considered to be an "unauthorised occupant" of the public maritime domain. The port of Fréjus will serve notice on the owner(s) and/or guardian(s) of the boat, to evacuate the port domain within 12 calendar days under penalty of surcharges, expulsion, fines and penalty payments, and will reserve the right to take any conservatory measures for the preservation of its rights.

3.8. Manœuvrability of boats / Substitutes / change of berths and relocation of the boat

The user or the person in charge of maintaining the boat must be capable of safely manoeuvring the boat at any time on demand of the port services. All occupants must name a substitute who shall intervene at his risk and expense whenever necessary. He must inform the Harbour Master of their contact details. The occupant accepts in advance that the Port of Fréjus, may voluntarily modify the allocated berth or relocate the boat of its own initiative after informing the owner by letter sent to the address indicated on the act of francization or any equivalent document or means of communication, in the name of better management of the public domain.

3.9. Connection and disconnection of energy supplies for boats

It is forbidden for occupants to plug into currents without attendance at close proximity. □

As part of a sustainable development process, and to prevent the risk of damage, fire or over-consumption of energy (water and/or electricity), the titleholder expressly authorises the Port Fréjus officers to disconnect installations, at his risks and expenses, in particular in the case of potential danger, absence, lack of care and surveillance, omission...

3.10. Terms of use of berths

The user fully accepts the above obligations as defined in the Harbour Policy Rules. He commits to benefit from the berth in a reasonable manner, in particular, without disturbing neighbours and by leaving the installations and equipment that are at his disposal, in the same condition as on his arrival. Maintenance of the mooring rope is at the user's expense. □

The user certifies that he is insured against any damage that his boat may cause to a third party and/or to the port installations, and clears S.E.M. de Gestion du Port de Fréjus of all liability in the case of damage, theft, disappearance or fire which may occur to his boat and its accessories due to bad weather or a third party.

3.11. Boat identification

The user's boat must be perfectly identifiable, the documents and insurance certificate must be presented on request to the officers of S.E.M. de Gestion du Port de Fréjus. If the titleholder of the agreement is a sea boat professional, each actual occupancy shall be justified by a management mandate or a mandate for the sale of the boat.

3.12. Absence

All titleholders of berth occupancy authorisations (including titleholders of guarantee of use agreements) must make a declaration of absence at the Harbour Office every time he plans to leave his berth for a duration of over 3 days, stipulating the planned return date. The empty berth can be reallocated to another user for the duration of the planned absence, and without jeopardising the annual subscription. In the absence of this declaration, the empty berth shall be considered vacant for transient allocation after 48 hours. In any event, the operator has the faculty to rent the berth at his discretion in the absence of the user and/or a mandate, without the user being able to raise any objection.

All absence planned for more than 15 calendar days must be notified at the Harbour Master's Office at least one month prior to the actual absence of the boat.

3.13. Termination procedure

S.E.M. de Gestion du Port de Fréjus reserves the right, in the case of misconduct or failure to respect this agreement, to unilaterally terminate this contract by registered letter with acknowledgement of receipt, and to demand immediate departure of the boat. In the case of termination proceedings for misconduct, whatever the motive, the occupant shall be asked to submit the means of defence of his choice, within a period of 8 calendar days. In the event of difficulties in notifying the user, the notification shall be considered as validly assigned by Port Fréjus at the address indicated on the act of francization or any equivalent document. In the absence of submission of any means of defence, the occupant shall be considered as having no observation to formulate, and the debate shall be considered as having taken place in the presence of both parties. It will be up to Port Fréjus to implement the legal consequences.

Sale of boats with rental agreements

The buyer of a boat whose owner is titleholder of a rental agreement does not have priority on the berth rental. In the event of sale, the titleholder must contact the Harbour Master's administrative management department for further information.

3.14. Management of parking for boaters

The car park reserved for the use of pleasure boats in the port is located at the end of the 'quai Caravello'. This car park is exclusively reserved for those with a mooring agreement (rental or guaranteed use), limited to one small vehicle per contract within the limit of available spaces.

Camper vans are strictly prohibited.

Any vehicle exceeding the total height of 2 m must be registered with the Harbour Office before access to parking.

Any vehicle parked for over 3 consecutive days must register with the Harbour Office, stating the registration number and the length of stay. Long stay parking can be subject to invoicing at the current applicable rate (based on P2 parking rates).

A long stay parking area is reserved for vehicles, within the limits of availability, and in any event, for a maximum duration of two consecutive months. □

Two spaces for electric vehicles are available in the car park. Battery recharge is free.

In the event of non-respect of these terms, the Harbour Office reserves the right to demand removal of the vehicle by the relevant authorities. All costs incurred shall be at the sole expense of the vehicle owner.



Parking Caravello, management of the spaces :

1. Zone reserved for long stay parking.
2. Zone reserved for parking and charging electric vehicles.

Users are reminded that they must inform the harbour master's office if parking for over 3 days.

3.15. Competent Jurisdiction

Any litigation relevant to this agreement shall fall within the jurisdiction of the city courts of Fréjus.

Signed at (place) _____, on (date) _____

Signature preceded by the written words "conditions comprises et acceptées"



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