

## **Harbour Regulations for the Görlitz Harbour at Berzdorfer Lake**

### **§ 1 Harbour Operator**

The harbour operator is KommWohnen Dienste GmbH, Konsulstraße 65, 02826 Görlitz (referred to as KWD).

KWD exercises the property rights directly or through a designated representative/harbour master. Service hours and telephone availability of the harbour operator are announced via notices in the harbour building, Hafenstraße 100, 02827 Görlitz, or in the associated display case.

The operation is intended for use as a boat harbour for sports and recreational boats as well as passenger ships.

### **§ 2 Scope**

These harbour regulations apply to the Görlitz Harbour and the associated facilities and buildings (such as parking lots, slipways, docks, pathways, etc.) as outlined in the attached site plan (area enclosed in red).

Furthermore, all superior laws and regulations apply in the harbour area. This especially includes the StVO (German road traffic regulations), the Saxon Shipping Ordinance, and environmental protection laws.

The harbour area includes the harbour basin and the harbour entrance as well as the harbour facilities.

### **§ 3 Berths**

Berths are assigned by KWD or the designated representative/harbour master. The right to use a berth is acquired by concluding a appropriate berth contract. Berths may not be sublet to third parties, either temporarily or permanently.

The season for lake use runs from April 1st to October 31st of each year. Harbour use is legally permissible all year round. Permanent berths are managed and allocated by KWD. Requests for a berth for the following year can be made to KWD. The definitive allocation of berths is carried out by the designated representative/harbour master upon conclusion of the berth contract.

Guest berths are assigned by the designated representative/harbour master. Guest users must report to the representative/harbour master at the first opportunity after arrival to agree on the duration of the berth time.

For onshore berths, appropriate areas are provided as needed. Assignment/allocation follows the regulations of paragraphs 1 and 3.

### **§ 4 Berth Fees / Other Fees**

Berth fees are determined according to the fee schedule in its current version. The berth fees shall be paid to the representative/harbour master as soon as possible, unless otherwise agreed in the contract for the use of the fixed mooring.

The fee schedule is available for inspection in the harbour building or displayed in the associated case.

### **§ 5 Electricity Supply**

Electricity can be drawn from the power columns on the northern main dock. Assignment and registration of the withdrawal point are carried out by the designated representative/harbour master. Electricity consumption is subject to a charge. Billing is

based on the measured consumption at the current electricity rate of the relevant provider.

Electricity may only be drawn using approved cables and if the on-board electrical system complies with the current relevant DIN standards. The use of electric heaters is not permitted.

## **§ 6 Use of Sanitary Facilities**

Permanent berth holders and guest users can use the sanitary facilities in the sanitary block of the harbour building. After use, the facilities must be left in a clean, faultless condition. Any damages must be reported to the designated representative/harbour master immediately.

Access is via an eCLIQ user key, which must be purchased upon conclusion of the berth contract. The key may not be passed on. An exception is made only for the temporary transfer to onboard guests of the berth holder. Family members are not considered onboard guests; they are entitled to access like the berth holder.

Day, week, and month users can purchase access authorization through the designated representative/harbour master. The use of the sanitary facilities is included in the respective berth fee.

## **§ 7 Disposal**

Waste of all kinds should be segregated and disposed of in marked and dedicated containers.

There are no containers for special waste disposal on the premises.

Hazardous waste and pollutants may not be stored or disposed of on the premises.

Fecal discharge is available in the sanitary block.

## **§ 8 Motor Vehicle Traffic, Parking, and Trailer Spaces**

The current version of the StVO (German road traffic regulations) applies in the harbour area. No winter service is provided. Driving and walking are at one's own risk.

The traffic routes and the parking lot above the harbour building are accessible. Driving (walking speed only) on these areas with motor vehicles is only permitted for berth holders, owners, and other authorized persons. Driving on the harbour areas behind the bollards is only allowed in connection with the transport of boats. Signs must be observed.

The boat berths and dock facilities are not public and may only be entered by authorized persons.

Motor vehicles and trailers may only be parked in the designated and marked areas. Parking spaces may not be occupied with other objects.

## **§ 9 Traffic with Watercraft**

In the harbour area, the Saxon Shipping Ordinance as amended and other maritime regulations apply.

Maneuvering must be done at a safe speed. Suction and waves are to be avoided.

Incoming vehicles have the priority. Operators of departing vehicles shall ensure that their maneuvers do not obstruct the manoeuvres of incoming vehicles.

Staying in the harbour entrance is prohibited. Unnecessary crossing in the harbour basin and in front of the harbour entrance is to be avoided.

The slipway must be kept free.

## **§ 10 Safety, Order, and Restrictions**

Within the scope of these harbour regulations, everyone must behave in such a way that no one is harmed, endangered, or more than unavoidably hindered or disturbed according to the circumstances. Boat owners/operators are responsible for the behavior of their crew and guests. Environmental protection concerns must be adequately considered.

The designated representative/harbour master exercises the property rights in the area according to § 2 of the harbour regulations. Instructions from the designated representative/harbour master that serve order as well as the ease and safety of traffic must be followed immediately. Persons who do not comply with the instructions may be banned from staying with immediate effect. In case of serious violations of the applicable legal regulations or these harbour regulations, the berth contract can be terminated with immediate effect, and the boat can be expelled from the harbour. Harbour users are required to moor their boats in accordance with good seamanship so that they neither break loose nor cause damage or traffic obstructions. Adequately strong mooring material must be used. Parts of the boat must not protrude over the jetty.

Boats must be secured against burglary and unauthorized use.

Electrical connections between boats and distributors must comply with the recognized rules of technology. The boat owner/operator must ensure that there is no risk of fire. Extreme care is essential when refuelling the boats.

In case of accidents or fire, the harbour master must be notified immediately and directly.

Harbour basin, harbour facilities, docks, sanitary and other facilities in the harbour area, as well as the waste disposal areas, must be kept clean.

Dogs must be kept on a leash in the harbour area and held in such a way that no one is disturbed or hindered.

The harbour area is publicly accessible and thus subject to use by everyone according to customary practices. This includes use by visitors to the harbour, holiday guests (holiday apartments), guests of the cafe, etc. This list is not exhaustive. The annual harbour festivals/other events are also part of the usual use of the harbour and can lead to impairments in the use of the berth.

### **§11 Prohibitions**

It shall be prohibited:

- making structural changes of dock or placing of obstacles or nameplates;
- surfing in the port area and staying on board vessels for longer periods than when entering and leaving the port area,
- discharging solid or liquid pollutants and foreign substances into port waters;
- washing boats,
- fishing, swimming, bathing or diving in the harbour basin or at the entrance to the harbour (except for events planned and authorised by the operator)

### **§ 12 Damages**

Any damage to harbour facilities should be reported immediately by each port user to representative/harbour master.

### **§ 13 Liability and insurance**

All vessels calling at the port must have adequate liability insurance covering the costs of wreck removal/rescue. The shipowner/master shall confirm by reporting to the port agent/master that the vessel is adequately insured and seaworthy.

The operator reserves the right to arrange for necessary measures as part of a replacement project at the expense of the boat owner / boatmaster.

The shipowner shall immediately recover the sunken vessel at his own expense. The harbour operator reserves the right to take the necessary measures at the expense of the owner/manager.

#### **§ 14 Further liability regulations**

The harbour operator shall provide only the berth. It does not store the boats and their accessories, as well as cars and trailers parked on the premises. Liability for damage to or loss of boats, vehicles, trailers or accessories is excluded, unless the cause is a deliberate or grossly negligent act of the harbour operator.

The use of the harbour and the associated facilities is at your own risk. There is no winter service in the harbour area (incl. access roads).

The harbour operator shall not be liable:

- where masters of water or land vehicles infringe the provisions of this port regulation or do not comply with the instructions of the harbour master or other supervisory authorities or do not comply with them in a timely manner;
- for damage caused by burglary, theft, water, changes in water level, fire, explosion, storms, floods, icing and force majeure, provided that such damage is not due to wilful or grossly negligent breach of duty on the part of the port operator;
- for damage to the property of permanent berths and/or guest berths, in so far as the harbour operator can only be accused of negligence.
- in case of simple negligence KWD is only liable if there is an injury to life, body or health (personal injury)

#### **§ 15 Use of the lake area**

The basis for the use of the lake and harbour area is the general order of the State Directorate of Saxony establishing the completion (FdF) of waterways of Lake Berzdorf dated 09.08.2022 and the general order of the State Directorate of Saxony temporarily limiting the use of Lake Berzdorf dated 09.08.2022.

The owners of berths are obliged to familiarize themselves with the content of such orders. This applies in particular to time of use and space constraints.

The supervision of the use regulations outside the scope of the port regulations is the responsibility of the water protection police of Saxony and not of the port operator.

### **§16 Scope**

By assigning berths or by mooring and remaining in port, the shipowner and/or master shall accept the provisions of this Regulation.

Upon entering the port area, all third parties acknowledge the provisions of these Port Regulations.

### **§ 17 Jurisdiction**

The place of jurisdiction for all legal disputes with the harbour operator is Görlitz.

KommWohnen Dienste GmbH  
Geschäftsführung

Görlitz, den 24.01.2024

#### Attachments:

- Site plan with scope of port regulations
- General regulations of the State Directorate of Saxony of 09.08.2022