

POLICE REGULATIONS MARINA OF PORT-LA-FORET

- Having regard to the Maritime Ports Code, in particular Book I, Title I and Book III, Title II, Chapter I;
- Having regard to the Transport Code, Book III, in particular Article L.5331-10;
- Having regard to the General Code of Local Authorities;
Having regard to the General Code of Public Property;
- Having regard to the laws of 7 January 1983 and 22 July 1983 (Nos. 83-8 and 83-663) concerning the distribution of powers between Municipalities, Departments, Regions and the State;
- Having regard to Law No. 2004-809 of 13 August 2004 on local freedoms and responsibilities;
- Having regard to Law No. 83-663 of 22 July 1983 amending the distribution of powers in matters of policing of maritime ports;
- Having regard to the Order of 27 June 1951 approving the regulations for the transport and handling of dangerous goods in maritime ports, in particular Chapter V;
- Having regard to the Prefectural Order of 7 April 1971 granting the concession for the marina of LA FORÊT-FOUESNANT, located within the territory of the municipality of LA FORÊT-FOUESNANT, to said municipality;
- Having regard to the specifications governing the said concession and the plan annexed to the aforementioned Prefectural Order;
- Having regard to the ministerial circular of 30 March 1972 concerning the establishment of police regulations for maritime marinas;
- Having regard to Municipal Order No. 029-212900575-20260227-2026_13 approving the plan for the reception and treatment of ship-generated waste and cargo residues;
- Having regard to the opinion of the Port Council dated 4 December 2025;

Hereby orders:

The provisions of these specific regulations supplement and clarify the provisions of the previous regulations dated 8 July 1972 establishing general police regulations in the port of Port-La-Forêt.

The provisions of this Order shall enter into force on 1 January 2026.

The regulations dated 8 July 1972 are repealed as of that same date.

SAEM SODEFI

SOCIÉTÉ DE DEVELOPPEMENT DU FINISTÈRE

1

Adresse postale et bureaux :

PORT-LA-FORÊT Capitainerie
29940 LA FORÊT-FOUESNANT



Tél. 02 98 56 98 45

E-mail : capitainerie@port-la-foret.fr

SIREN 348863945 RCS QUIMPER – Code APE 5222 Z

CHAPTER I : GENERAL PROVISIONS

ARTICLE 1.1 – DEFINITIONS

Port Authority: The municipality of La Forêt-Fouesnant, owner of the port, represented by its executive authority, the Mayor. This authority is vested with port policing powers under Article L. 5331-6 of the French Transport Code.

Port Manager: A legal entity responsible for operating the port under the conditions set out in these regulations: SAEM SODEFI.

Sworn Port Officer: An agent appointed by the Port Authority and approved by the Public Prosecutor (Articles L.5331-13 and L.5331-14 of the French Transport Code). They ensure compliance with port policing laws and regulations, including those governing the water area and operations, and record violations (criminal offences, major road offences – Article L.5337-2 of the French Transport Code). When an offence is observed, they may record the identity of the offender (Article L.5337-3 of the French Transport Code).

Harbour Master (Port Director): The on-site representative of the port operator. Responsible for port staff, they manage the port and ensure the proper execution of port services.

Deputy Harbour Master, Port Officer: They ensure the proper operation of the port and oversee compliance with regulations, as well as the preservation of port structures and facilities. These agents operate under the authority of the Harbour Master.

Harbour Office (Capitainerie): Headquarters of the port administration.

Vessel, Boat: Any floating means of transport used for maritime navigation and therefore subject to maritime regulations, whether for leisure, fishing, or commercial purposes.

User, Client: Any natural or legal person, public or private, or professional, who, within the framework of a contract, occupies and/or uses and/or benefits from the port's facilities, structures, and equipment.

Public: Any person, other than a user, entering the administrative boundaries of the marina.

Berth (Emplacement): A mooring right (afloat) or a storage/mooring right (on land) granted under a contract.

Space (Place): A designated area, on land or afloat, assigned to a vessel by the port manager.

ARTICLE 1.2 – SCOPE OF APPLICATION OF THE REGULATIONS

These regulations apply to users and third parties present throughout the entire port area and its dependencies, both on land and on water, without exception. It is specified that this perimeter has been defined by agreement between the town of La Forêt-Fouesnant and SAEM SODEFI concerning the provision of the Port la Forêt marina.

The port concession plan is attached as Appendix 1.

As the port includes both leisure boating and fishing/commercial activities, the latter is subject to the provisions of the general policing regulations set out in Articles R. 5333-1 and following of the Transport Code, supplemented by the provisions of these regulations.

Users and members of the public frequenting the port are required to comply with the provisions of these regulations. Failure to comply with any of these provisions may result in legal proceedings and the penalties provided for, particularly those set out in the Transport Code.

A copy of these regulations is available for consultation at the Harbour Master's Office and on the website: www.port-la-foret.fr

ARTICLE 1.3 – COMPLIANCE WITH AND AWARENESS OF THE REGULATIONS

Entering the port area, within the administrative boundaries of the port, and using its services or facilities implies that each person concerned is aware of these regulations and undertakes to comply with them.

A copy of these regulations is available at the Harbour Master's Office and can be downloaded from the port's website: www.port-la-foret.fr

Any amendments made to these regulations will be communicated to users through the same channels.

They may also be sent by post upon request.

Failure to comply with any article of these regulations may result in the termination of the annual mooring agreement at the Port-la-Forêt marina.

ARTICLE 1.4 – PAYMENT OF FEES

The applicable pricing is that decided by resolution of the Port Council of Port-la-Forêt.

It is available on the Port la Forêt website (www.port-la-foret.fr) and displayed in the reception hall of the Harbour Master's Office.

Mooring fees will be calculated based on the length and width of the vessel. The length considered will be the overall length of the vessel, including fixed equipment. In the event of a dispute, the vessel will be measured by the marina service in the presence of the owner.

For visiting vessels

Payment of "visitor" port fees must be made in advance at the marina, in cash, by cheque, or by bank card.

For annual subscribers and seasonal stopovers

Payment of fees must be made in advance for the requested period and, at the latest, upon receipt of the invoice.

At the user's discretion, payment may also be made in ten instalments by automatic debit, or in a single payment by bank transfer or direct debit upon receipt of the invoice.

If a subscriber has not paid their annual fee or returned their occupancy agreement upon receipt of the invoice, they will be considered as occupying without authorization. After a reminder letter has been sent without effect, their annual contract will be terminated and converted into a monthly contract, with monthly billing applied for the entire relevant year.

3) COMMON PROVISIONS

Failure to pay within this period will result in a payment reminder granting an additional two weeks. As a last resort, SAEM SODEFI will initiate recovery proceedings, the costs of which will be borne by the debtor.

ARTICLE 1.5 – PRE-CONTRACTUAL INFORMATION FOR THE CLIENT

The client acknowledges having received, prior to signing the contract, in a clear and understandable manner, these general terms and conditions of provision, as well as the following information:

- the characteristics of the berth;
- the price of the berth and any additional fees;
- in the absence of immediate execution of the contract, its period of validity;
- information relating to the identity of SAEM SODEFI, its postal, telephone, and electronic contact details, and its activities, where not apparent from the context; information relating to legal and contractual guarantees and how they are implemented;
- the possibility of using mediation in the event of a dispute;
- information relating to the handling of complaints;
- information relating to any right of withdrawal.

By signing the berth allocation contract, the client fully and unreservedly accepts these general terms and conditions and waives the right to rely on any contradictory document, which shall be deemed unenforceable against SAEM SODEFI.

In the event of a dispute relating to pre-contractual information, it is the responsibility of SAEM SODEFI to prove that it has properly fulfilled its obligations in this respect.

CHAPTER II: WATER AREA MANAGEMENT RULES

ARTICLE 2.1 – ACCESS

Access to pontoons, storage areas, the careening area, the dockyard apron, and certain designated vehicle parking areas is strictly reserved for port users.

All other areas of the port are open to the public.

The port is primarily intended for recreational vessels, as well as fishing boats and passenger transport vessels moored at the so-called “fishing/multi-use” pontoon.

Specific regulations set out the rules of circulation and use to ensure the safety of the various types of users.

ARTICLE 2.2 – RULES APPLICABLE TO THE PUBLIC

Use of the port is reserved for recreational vessels holding a berth, and solely for the purpose of leaving or returning to their allocated space.

Access to the port is prohibited for beach craft, windsurf boards, kite-surfing equipment, wing foils, kayaks, etc.

Diving from quays or port structures is prohibited.

Swimming is strictly prohibited in the channel and within the marina.

ARTICLE 2.3 – ACCESS FOR PETS

Domestic animals on port facilities must be kept on a leash.

Their owners are responsible for any damage or soiling they may cause.

Owners must collect and clean up any waste on quays, roads, beaches, pontoons, gangways, finger piers, or on any boats that may be soiled.

ARTICLE 2.4 – SCUBA DIVING

Scuba diving (with or without specific equipment) is prohibited throughout the entire port area.

Exceptions may be granted by port staff only to divers holding a professional certification (minimum Class IB) and valid insurance for this activity, particularly for technical operations. Each dive must be declared in advance in writing, either at the Harbour Master’s Office or online.

In the event of an emergency, risk of damage to port facilities, or immediate pollution risk, port staff may call emergency services, including the fire and rescue service (SDIS) or the maritime gendarmerie unit.

Regardless of the purpose of the dive, an Alpha flag must be visible at the surface, and a second diver must be ready to assist the first. Port staff may, at any time, inspect an ongoing dive and request, in particular, proof of insurance corresponding to the type of dive being carried out.

It is reminded that hull cleaning or maintenance of submerged parts of vessels is prohibited while afloat; such operations are only permitted in the designated careening area.

ARTICLE 2.5 – NAUTICAL EVENTS

SAEM SODEFI

SOCIÉTÉ DE DEVELOPPEMENT DU FINISTÈRE

5

Adresse postale et bureaux :

PORT-LA-FORÊT Capitainerie
29940 LA FORÊT-FOUESNANT



Tél. 02 98 56 98 45

E-mail : capitainerie@port-la-foret.fr

SIREN 348863945 RCS QUIMPER – Code APE 5222 Z

Any regatta, nautical event, or gathering of boats or people organized from the Port-La-Forêt marina must be declared to the Harbour Master's Office.

Any event requiring installations afloat or use of land areas must be declared to the Harbour Master's Office at least two months before the start date of the event, using the "nautical event declaration" form provided in Appendix 2.

This document must be completed and signed by the organizer. It will then be submitted for approval by the port manager and the port authority.

In the case of an event taking place afloat, the berths occupied by the vessels participating in the event are assigned by port staff. The number of berths and the duration of the event are determined by the manager according to availability.

Where authorization is granted by the manager, the organizers of nautical events must comply with all applicable regulations and with the instructions issued by the manager for the organization and conduct of such events.

Temporary occupation permits (AOT - *Autorisation d'Occupation Temporaire*), whether afloat or ashore and granted for an event, are subject to invoicing according to the tariffs set by the Harbour Master's Office.

ARTICLE 2.6 – SUPERVISED ACTIVITIES AND TRAINING

Sailing activities supervised by nautical associations or other entities should prioritize entering and leaving the port under tow, particularly during the high season.

In all cases, safety rules—particularly those concerning speed and right of way between vessels—must be strictly observed, regardless of the type of craft used.

As vessels may only navigate within the port to enter, leave, or change berths, operators using vessels for training purposes must request authorization from the port manager, particularly to carry out berthing maneuvers within the port area.

The authorization request must be accompanied by the vessel's registration certificate, proof of insurance covering this type of activity, and authorization to operate issued by the Maritime Authorities (Departmental Directorate for Territories and the Sea).

Maneuvers carried out by training vessels (boat schools) are considered non-priority and must under no circumstances interfere with the maneuvers, berthing, or departure of recreational boaters or any other vessel.

In the event of obstruction caused by a training vessel, whether observed or reported to port staff, the authorization to carry out maneuvers within the marina granted by the manager may be immediately withdrawn.

ARTICLE 2.7 – PORT ACCESS RULES

Access to the port may be denied by the Harbour Master's Office to vessels whose entry is likely to compromise safety, security, health, or the environment, as well as the preservation or proper operation of port facilities.

However, access may be granted for vessels in immediate danger or in a damaged condition, for a limited stay justified by the circumstances.

ARTICLE 2.8 – PERSONAL DATA AND VIDEO SURVEILLANCE

The Port Operator undertakes to ensure that the processing of personal data complies with the General Data Protection Regulation (GDPR) and the French Data Protection Act (*Informatique et Libertés*).

A video surveillance system is installed throughout the entire port area. Images are recorded on a storage server for a maximum period of 30 days. After this period, the images are automatically deleted (except in the case of judicial investigations).

Personal data collected for the execution of contracts and services is retained for five years from the end of the contract, the departure of the vessel, or the completion of any other service.

For any information or to exercise data protection rights regarding personal data or video surveillance data, individuals may contact the Data Protection Officer (DPO) of the Port of Port-La-Forêt by email at: capitainerie@port-la-foret.fr or by mail addressed to:

Data Protection Officer, Port of Port-La-Forêt, Harbour Master's Office, 1 Quai des Commerces, 29940 La Forêt-Fouesnant, France.

ARTICLE 2.9 – CIRCULATION AND PARKING OF MOTOR VEHICLES

The Highway Code applies to all traffic lanes and parking areas within the port concession.

The circulation of motor vehicles is prohibited in all areas of the port other than designated traffic lanes, parking areas, and hardstand areas where such circulation is expressly authorized.

Traffic and parking are specifically prohibited on the technical roadway reserved for handling equipment.

Roadways within the port perimeter must be kept clear at all times and may not be obstructed by storage of materials or equipment of any kind.

In careening and storage areas where motor vehicle circulation is tolerated, parking is strictly limited to the duration of work on the vessel.

Vehicle repairs are strictly prohibited in these areas.

Parking is also strictly prohibited in areas used for the movement and operation of hoisting and handling equipment.

Handling equipment has priority at all times and in all areas.

The speed limit is set at 20 km/h throughout all technical areas.

Long-term parking of any motor vehicle (exceeding 7 days) is only permitted in the designated parking area reserved for port users (see Appendix 3 map).

The vehicle size must correspond to the designated parking space; therefore, parking with a trailer attached is prohibited.

Parking of inhabited vehicles is prohibited throughout the port concession between 10:00 p.m. and 8:00 a.m.

The port operator shall not be held liable for any damage caused to motor vehicles or their contents by third parties within the port area. Circulation and parking of vehicles are carried out under the full responsibility of their owner and/or user.

Any vehicle causing obstruction or not complying with these regulations may, after official report by a sworn officer, be removed by the towing service.

In addition, scooters, bicycles, golf carts, and/or any electrically powered devices are subject to the same traffic rules as motor vehicles, whether electric or combustion-powered.

The circulation of scooters, bicycles, and any electrically powered devices is prohibited on pontoons and gangways.

It is prohibited to drive motor vehicles in any part of the port other than:

- roads and parking areas;
- hardstand areas and careening/storage zones where such circulation is expressly authorized.

Long-term parking of vehicles is only permitted in designated parking areas reserved for this purpose.

Vessels and their tenders must only remain on port structures and hardstands for the time strictly necessary for launching or hauling out, except in designated areas.

Provisioning goods, ship equipment, and other items intended for or originating from vessels may only remain on quays, mooring pontoons, or hardstands for the time necessary for handling. Otherwise, they may be removed at the expense and risk of the offender by the port police authorities.

ARTICLE 2.10 – RESTRICTIONS ON THE USE OF FIRE

It is prohibited to light fires on quays, pontoons, hardstands, and port structures, as well as on board vessels, or to use open flames. To prevent explosion hazards, the use of naked flames near flammable products is strictly forbidden.

Pyrotechnic devices may not, under any circumstances, be abandoned within the port area or in marina waste containers.

The firing of fireworks or any pyrotechnic devices is prohibited within the port area, except with written authorization from the port operator. Any request must be accompanied by all permits required under applicable regulations.

ARTICLE 2.11 – FIRE SAFETY INSTRUCTIONS AND HAZARDOUS MATERIALS

In the event of a fire within the port area or nearby zones, all users must take the precautionary measures instructed by port staff.

In the event of a fire on board a vessel, the owner or crew must immediately notify the Harbour Master's Office and the departmental fire and rescue service (SDIS).

Port staff may request assistance from crews of other vessels. Fire extinguishers located on pontoons may be used by boaters to fight fires on vessels or port installations.

Moored vessels must not carry any dangerous or explosive materials other than regulated pyrotechnic devices and fuel necessary for their use, stored in onboard tanks or in suitable containers not exceeding 20 litres.

Access to the port for vehicles transporting hazardous materials is subject to prior written authorization from the port operator.

Fuel and combustion systems must comply with applicable regulations for vessels, whether afloat or ashore.

ARTICLE 2.12 – REFUELLING SAFETY INSTRUCTIONS

Fuel bunkering shall be carried out exclusively at the designated berth on the “Visitors” pontoon.

An exception is granted for occasional refuelling using a jerrycan with a maximum capacity of 20 litres.

Smoking and mobile phone use are prohibited during refuelling operations, which must be carried out with the engine switched off. It is recommended that electrical and gas circuits be switched off and the engine compartment opened or ventilated.

Smoking is strictly prohibited during refuelling operations.

The installation of fuel dispensing stations or fuel delivery by external service providers within the port is prohibited without written authorization from the Harbour Master’s Office.

The fuel station (unleaded 95 and diesel) is open 24/7 for holders of French and foreign bank cards. The marina office also supplies fuel at the following times:

Low season: Monday to Saturday and Sunday morning from 8:30 to 11:45 and 13:30 to 16:45

High season: daily from 8:00 to 19:45

ARTICLE 2.13 – ELECTRICITY USE RULES

Only holders of a mooring or onshore parking space may use electricity.

Any permanent connection must be declared to the Harbour Master’s Office in order to sign a connection contract.

Charging electric land vehicles from pontoons is prohibited.

Only one connection (one socket outlet) is allowed per vessel.

Electrical connections are supplied at a minimum of 220 volts and 16 amps and are intended exclusively for onboard living, battery charging, and minor maintenance in the presence of the user.

Any other use requires authorization from the port authority.

Heating, lighting, and electrical installations on board must comply with applicable regulations. Shore power connections must comply with standard NFC 15-100.

Electrical equipment may be inspected by port staff, who may prohibit its use if it is defective or unsafe.

Unreported connections may be disconnected by port staff without prejudice to liability for any damage caused.

Cables must not exceed 25 metres, must consist of a single continuous length, and must comply with applicable standards.

Defective equipment may be prohibited.

It is strictly forbidden to open electrical distribution pedestals or modify electrical installations.

ARTICLE 2.14 – INSURANCE

Users must be able to provide proof of insurance covering at least the following risks:

- bodily injury and material damage to third parties within the port and access channel, including those resulting from fire, transported goods, or accidental pollution;
- damage to port structures caused by the vessel or its users;
- refloating and removal of wrecks in case of sinking within the port or access channel.

ARTICLE 2.15 – BERTH CHANGE

During the contract period, if operational needs require it, users may be assigned another berth, temporarily or permanently.

No claim for compensation may be made in relation to such a change.

ARTICLE 2.16 – MOORING

Vessels are moored under the responsibility of their owner or caretaker, in accordance with maritime practice and any instructions issued by port staff.

Each vessel must be fitted with adequate fenders on both sides. Any damage due to lack or insufficiency of fenders is the responsibility of the owner.

Only mooring points provided on port structures may be used. Users must ensure the strength of their moorings and remain fully responsible for them.

Mooring lines must be in good condition, of sufficient size and number, and suitable for long-term mooring. They must be protected against chafing.

Users may not refuse rafting alongside other vessels when required.

All necessary precautions must be taken, including doubling lines if needed.

No part of the vessel may extend over pontoons or quays.

No fittings (bowsprits, davits, anchors, gangways, etc.) may extend over port structures.

Any additional fendering must be approved by port staff in advance.

ARTICLE 2.17 – VESSEL CUSTODY

Allocation of a berth does not transfer custody of the vessel, which remains the responsibility of the user.

In case of absence, the user must provide the Harbour Master's Office with contact details of a designated caretaker.

In case of serious and imminent danger, port staff may board the vessel and take necessary measures or relocate it at the owner's expense.

The operator is insured for its own liability but is not responsible for theft, damage caused by third parties, or force majeure events. The relationship is not a custodial contract.

ARTICLE 2.18 – CONDITION OF THE VESSEL

Users must maintain their vessel in seaworthy condition, properly maintained and clean, so as not to create danger or nuisance.

Abandoned or wrecked vessels may be subject to legal procedures under transport regulations.

Vessels at risk of sinking may be subject to enforcement measures, including removal at the owner's expense if not corrected within the deadline.

SAEM SODEFI

SOCIÉTÉ DE DEVELOPPEMENT DU FINISTÈRE

10

Adresse postale et bureaux :

PORT-LA-FORÊT Capitainerie
29940 LA FORÊT-FOUESNANT



Tél. 02 98 56 98 45

E-mail : capitainerie@port-la-foret.fr

SIREN 348863945 RCS QUIMPER – Code APE 5222 Z

ARTICLE 2.19 – REFLOATING OF VESSELS

If a vessel sinks within the port or concession area, the owner must refloat it under the supervision of port services, after approval from the DDTM, which will set the conditions

ARTICLE 2.20 – PROHIBITIONS

It is strictly forbidden to:

- pollute the water by discharging hydrocarbons or hazardous substances;
- discharge wastewater or use onboard toilets with external discharge into port waters;
- use washing machines onboard vessels;
- throw or allow waste to fall into port waters;
- damage quays and port facilities;
- obstruct quays, hardstands, pontoons, or berths with stored goods or equipment;
- carry out works on vessels likely to cause damage or nuisance to nearby vessels or the environment.

ARTICLE 2.21 – WASTE MANAGEMENT

A waste reception and treatment plan for ship-generated waste and operational residues is available for consultation at the Harbour Master's Office and on the port's website: www.port-la-foret.fr

- Ship-generated waste must be disposed of in the port facilities provided for this purpose;
- Household waste must be placed in the containers located on the quays;
- Used oil must be deposited in the tank located in the port waste facility;
- Hazardous waste, including batteries, paints, and solvents, must be deposited in the containers (tanks, bins) provided in the port waste facility;
- Wastewater and polluted water from vessels (bilge water) must be discharged using the suction and pumping system provided for this purpose, located on the fuel pontoon (visitors' pontoon);
- Grey and black water must be discharged using the suction and pumping systems provided for this purpose, located on the fuel pontoon (visitors' pontoon).

ARTICLE 2.22 – FISHING REGULATIONS

It is prohibited:

- To collect shellfish on port structures or to practice shore fishing;
- To fish within the marina water basin and, more generally, from any port structures (quays, pontoons, gangways, mole);
- To attach or hang fish traps or live bait containers under pontoons.

ARTICLE 2.23 – VESSEL TENDERS

It is prohibited to store tenders on or under pontoons or to moor them alongside pontoons, between vessels, or at the stern of vessels, except with authorization from the Harbour Master's Office.

SAEM SODEFI

SOCIÉTÉ DE DEVELOPPEMENT DU FINISTÈRE

11

Adresse postale et bureaux :

PORT-LA-FORÊT Capitainerie
29940 LA FORÊT-FOUESNANT



Tél. 02 98 56 98 45

E-mail : capitainerie@port-la-foret.fr

SIREN 348863945 RCS QUIMPER – Code APE 5222 Z

Tenders may only be stored on board the main vessel to which they belong.

ARTICLE 2.24 – NOISE NUISANCE

Out of respect for boaters and local residents, good-neighbourliness rules applicable on land also apply to stays on board vessels, particularly regarding noise disturbance. Prefectural and municipal regulations relating to noise control apply to pleasure craft. All unnecessary noise likely to affect health or disturb neighbours is prohibited day and night throughout the port area.

ARTICLE 2.25 – USE OF MARINA FACILITIES

Access to the port is only permitted for seaworthy recreational vessels and for vessels in distress or damage. However, commercial and fishing vessels are authorized to navigate within the port area to access the facilities and moorings assigned to them. Upon arrival, vessels must identify themselves to port police officers.

Access for commercial and fishing vessels in distress or damaged condition is only permitted for a limited stay justified by circumstances.

Launching and hauling out of recreational vessels within the port is only permitted at designated slipways and ramps. Any other method requires prior authorization from the Harbour Master's Office.

ARTICLE 2.26 – SPEED LIMIT

The maximum speed for vessels in the access channel, outer harbour, and basin is set at 3 knots (5.6 km/h).

Vessels belonging to state services, emergency and rescue services, and port authority boats may exceptionally exceed this limit when performing their duties.

ARTICLE 2.27 – SLIPWAY ACCESS

Two slipways are available for launching and retrieving vessels.

- The North slipway is reserved for port professionals and light craft (semi-rigid, open hull boats) holding a seasonal or annual contract.
- The South slipway is accessible to all users.

Launching and hauling out are only permitted at designated slipways and facilities.

Port staff reserve the right to prohibit or regulate slipway use for safety or operational reasons.

Vehicle parking on slipways and upper slipway areas is limited to the time strictly necessary for launching or retrieving a vessel; otherwise, removal may be carried out at the owner's expense and risk.

Grounding on slipways is prohibited. Failure to comply will result in the vessel being handled at the owner's expense and risk.

ARTICLE 2.28 – MOORING

Except in cases of absolute necessity due to immediate danger, mooring is prohibited in navigation channels, access passages, and generally in all port water areas.

ARTICLE 2.29 – FIRE EMERGENCY

In the event of a fire on the port quays or in nearby urban areas, all vessels must take precautionary measures as instructed by port police officers.

In the event of a fire on board a vessel, the owner or crew must immediately notify port police officers and the fire brigade of CONCARNEAU (TEL: 18).

These officers may request assistance from crews of other vessels.

ARTICLE 2.30 – PORT STRUCTURES

Port users may not modify in any way the port structures made available to them.

They must immediately report to port police officers any damage observed to port structures, whether caused by them or not.

Users are responsible for any damage they cause, except in cases of force majeure.

Damages will be repaired at the expense of those responsible, without prejudice to any legal proceedings for violations of public domain regulations.

ARTICLE 2.31 – ASSISTANCE

The marina service is responsible for surveillance and rescue operations within the water area under its management.

It is responsible for towing operations it agrees to carry out, with tariffs set by the marina fee schedule.

ARTICLE 2.32 – TOWING

Towing is carried out at the client's request and billed at the applicable rate.

In case of non-compliance with berth occupation rules, towing may be initiated by SAEM SODEFI at the client's expense, risk, and responsibility.

If vessel relocation is required for technical, safety, or event-related reasons, towing is covered by SAEM SODEFI, which assumes responsibility.

ARTICLE 2.33 – NIGHT WATCHMAN

A night watchman ensures surveillance of port facilities from the marina control tower and performs regular patrols during the night.

All vessels or equipment moored afloat or stored on land remain under the full responsibility of their owner. The marina shall not be held liable for theft or damage occurring to vessels or equipment.

CHAPTER III – SPECIFIC RULES APPLICABLE TO VISITING VESSELS

ARTICLE 3.1 – RECEPTION

Port police staff regulate the order of vessel entry into and exit from the port. Vessel crews must comply with their instructions and must themselves take the necessary precautions during manoeuvres to prevent accidents or damage.

ARTICLE 3.2 – ARRIVAL DECLARATION

Any vessel entering the port to make a stopover must, upon arrival, submit an entry declaration to the Harbour Master's Office, indicating:

- the name, characteristics, and, where applicable, the registration number of the vessel;
- the name and address of the owner;
- the expected departure date from the port.

Remaining within or entering the administrative boundaries of the port implies acceptance of these regulations and the commitment to comply with them.

In the event of a change to the departure date, a corrective declaration must be made immediately to the port office.

In the absence of a declaration, search fees of €20 will be applied.

Vessels arriving late must moor in an available space on the visitors' pontoon located at the entrance of the port between pontoons B and D.

Upon opening of the Harbour Master's Office, the owner or crew must complete the official entry declaration.

ARTICLE 3.3 – ALLOCATION OF MOORING BERTHS

The berth assigned to each visiting vessel, regardless of intended length of stay, is determined by port staff responsible for reception.

Berth allocation is made, within the limits of available spaces, according to the order of registration provided for in Article 3.8 above. However, port police staff are the sole judges of any circumstances that may justify deviation from this rule.

Alongside mooring is only permitted with authorization from port reception staff.

The owner or duly authorized representative may not refuse alongside mooring of another vessel.

Visiting users must change berth if instructed to do so by port staff for operational or regulatory reasons.

No part of the vessel may extend over pontoons.

ARTICLE 3.4 – TRANSIT AND STOPOVER FEES

Any stay in the port exceeding two hours is subject to payment of a fee set annually by the Port Council.

For stays of less than two hours, the vessel owner or custodian must, upon arrival, submit an entry declaration to the port office.

In the absence of an arrival declaration, the vessel will be charged for a full day's stopover plus search fees as per the tariff schedule.

Free stopovers do not include free water or electricity supply. Applicable tariffs are available in the pricing schedule.

ARTICLE 3.5 – TRANSFER OF USAGE RIGHTS

The contract is concluded exclusively for the benefit of the named client and only for the vessel and period indicated. The client may under no circumstances transfer, sublet, substitute, or lend the allocated berth.

ARTICLE 3.6 – SANITARY FACILITIES

Access to sanitary facilities is reserved for port users, who must keep the premises clean and in good condition.

ARTICLE 3.7 – RULES FOR USE OF THE “PASSEPORT ESCALES”

To benefit from free stopover nights, each berth user must comply with the following rules:

- Declare departure before midday via the Passeport Escales system (app, website, or phone number indicated in the brochure);
- Free stay is limited to 2 consecutive nights per port per stopover. A paid third night does not entitle the user to a 4th or 5th free night;
- The total number of stopovers is limited to 5 per port;
- A free stopover lasts 24 hours, calculated from midday to midday;
- Early return to home port modifies the departure notice accordingly;
- Benefits are linked to the home port contract conditions (validity, number of eligible ports, number of free nights, etc.);
- The Passeport Escales card is personal and linked to the vessel and is non-transferable.

ARTICLE 3.8 – ALLOCATION OF SEASONAL STOPOVERS

- Seasonal and monthly contracts allocated from April to September are processed according to arrival date.
- A 20% deposit is required upon booking and confirms the reservation.
- Each additional day of occupation will be charged at the daily rate.
- In line with our environmental commitments, users are encouraged to book their berth online.
- The goal of zero paper use begins with simple but effective actions.
- All mooring contracts are accessible to users via an online portal.
- This allows boaters to carry out most administrative procedures (submission of documents such as vessel registration and insurance, online payment, and access to billing history).
- The Harbour Master's Office team is available to assist users in creating their online account. This account can be accessed via the “Customer Portal” button in the menu.

CHAPTER IV – SPECIFIC RULES APPLICABLE TO VESSELS UNDER ANNUAL CONTRACT

The contract is concluded exclusively for the benefit of the designated client and solely for the vessel and the period indicated. The client may not, under any circumstances, transfer their usage rights, rent out, substitute, or lend the allocated berth.

ARTICLE 4.1 – ESTABLISHMENT AND RENEWAL OF CONTRACTS

Documents or supporting items required for the allocation or renewal of a Temporary Occupation Contract:

Only the contract holder may request, before the end of the contract set on 31 December, a renewal for the following year by informing the Harbour Master's Office and providing copies and presenting originals of the following documents:

- Updated registration certificate (*acte de francisation*) and/or registration card or equivalent document, particularly for vessels under foreign flag, in the name of the contract holder. Any unregistered or outdated information shall not be enforceable;
- Valid insurance certificate (appropriate to the declared activity) in the name of the contract holder, as policyholder and insured;
- For professional contracts, an up-to-date company registration extract (Kbis) consistent with the declared activity, as well as a business address allowing reception of the public. Professionals carrying out passenger transport or skippered charter must provide valid maritime qualifications proving professional competence and corresponding insurance certificates. They must also be compliant with the relevant social security bodies (ENIM or general scheme) and provide the appropriate certificates. Accepted maritime qualifications include: small vessel operator certificate, Captain 200, Yacht 200, Sailing 200, Captain 500, etc.

The submission of these documents is a prerequisite for any Temporary Occupation Contract for a floating berth.

ARTICLE 4.2 – SALE OF THE VESSEL

In the event of sale or rental of a vessel occupying a berth in the port, the seller or lessor must notify the concession operator's office immediately upon completion of the transaction.

In the event of a vessel sale, the mooring berth may under no circumstances be transferred by the holder to the new owner without formal approval from the concession operator.

The operator may reassign another berth to the vessel subject to the transaction.

Right of succession in case of death: the heir or spouse may retain the right of use of the berth under the contract conditions, provided a request is made with supporting documents within six months (general inheritance rules).

Co-ownership: co-ownership applies to the vessel and not to the berth, which remains assigned exclusively to the contract signatory, who must hold at least 50% ownership. In the event of transfer of ownership from the contract holder to the co-owner, the latter may only benefit from the berth if they can justify at least 50% co-ownership for a minimum of four years, except in the case of death of the signing co-owner.

Long-term absence: If the client wishes to temporarily leave the port and has held an annual contract for more than five years, they may recover a berth for the same vessel under an annual contract for an absence of at least one (1) year and up to five (5) years. However, the port operator cannot guarantee the same berth upon return. These provisions must be confirmed in writing.

Termination of contract: In case of early termination or non-renewal of the rental contract by the user, a written and signed notice must be sent. A one-month notice period applies for any reason.

ARTICLE 4.3 – WATER USE

When the port supplies fresh water to users, water points at berths may only be used for onboard consumption and vessel-related use. Non-boat-related uses, particularly car washing, are prohibited. No tap must be left open onboard in the absence of the owner.

Water hoses must not be stored on pontoons.

Water hoses must be equipped with spray guns.

Users may not reserve a water supply point for permanent connection to a vessel.

Users must comply with any water restriction or prohibition measures issued by the Prefect or Mayor.

Users are encouraged to use water and energy services in a moderate and reasonable manner.

ARTICLE 4.4 – DECLARATION OF ABSENCE

Any holder of a mooring berth must declare to the Harbour Master's Office any absence exceeding 48 hours.

The expected return date must be indicated.

If no declaration is made, the port authority will consider the berth as vacated after 72 hours of absence and may reassign it without any entitlement to compensation or refund.

In case of early return without prior notice, a temporary berth corresponding to the vessel's characteristics will be assigned without any right to claim compensation.

ARTICLE 4.5 – CATEGORIES OF VESSELS

Mooring fees are based on the maximum dimensions (length or width) of vessels. The dimensions considered are the maximum overall envelope of the vessel, including bowsprits, rudders, bow and stern rails, and any protruding fittings (and not those stated in the registration certificate).

Multihulls are charged according to the category corresponding to their length multiplied by a coefficient of 1.5.

ARTICLE 4.6 – IDENTIFICATION

SAEM SODEFI

SOCIÉTÉ DE DEVELOPPEMENT DU FINISTÈRE

17

Adresse postale et bureaux :

PORT-LA-FORÊT Capitainerie
29940 LA FORÊT-FOUESNANT



Tél. 02 98 56 98 45

E-mail : capitainerie@port-la-foret.fr

SIREN 348863945 RCS QUIMPER – Code APE 5222 Z

To ensure identification of vessels in the port area, the berth holder must ensure that the vessel name and registration district initials (as well as the registration number for motor vessels) are clearly visible and comply with regulations.

ARTICLE 4.7 – INSURANCE

Insurance is mandatory for all vessels present in the port area (ashore, afloat, on slipways, or any other site) and must remain valid for the duration of the stay.

Insurance must cover at least the following risks:

- damage to port structures, regardless of cause or nature, caused by the vessel or users;
- refloating and removal of wrecks in case of sinking within the port or access channel;
- bodily injury and material damage to third parties within the port and access channel, including those resulting from fire, transported goods, and consumables.

The user must provide all required proof of insurance when signing and renewing the annual contract; these documents will be attached to the contract.

ARTICLE 4.8 – MOORING RULES

No part of the vessel may extend over pontoons.

Any additional fendering installed by the vessel owner must be approved in advance by port staff.

The owner or duly authorized representative may not refuse to take or release a mooring line to facilitate the manoeuvre of another vessel.

ARTICLE 4.9 – ACCOMMODATION RENTAL ON BOARD

Renting a vessel for accommodation purposes is subject to authorization by the port operator.

A specific request must be submitted annually to the Harbour Master's Office.

Insurance covering vessel rental or floating accommodation activities must be taken out.

The vessel owner remains responsible for persons allowed onboard and access to port facilities.

The owner must provide onboard users with rules of use, conduct, neighbourly behaviour, safety instructions, waste management procedures, and information on potential hazards. The client named in the contract remains solely responsible towards SAEM SODEFI for all obligations arising from these terms and indemnifies SAEM SODEFI against any breach caused by the tenant.

In case of storm warning, severe weather alert, or evacuation order, the owner is solely responsible for compliance with instructions.

DECLARATION OF LIVING ON BOARD

Any person wishing to reside on board their vessel for more than 180 days per year must declare it to the Port of Port-La-Forêt. See form available on the port's website.

CHAPTER V – SPECIFIC RULES APPLICABLE TO PROFESSIONAL BERTHS

ARTICLE 5.1 – USE OF BERTHS

The professional user undertakes to occupy the berth(s) exclusively for the professional purpose consistent with the company's corporate object, excluding any other professional or private use.

The professional user is prohibited from any commercial exploitation of the allocated berth.

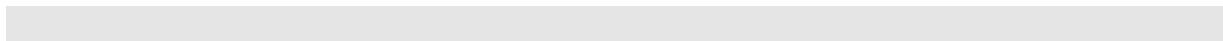
The berth may neither be sublet nor transferred.

ARTICLE 5.2 – HANDLING OPERATIONS

The professional undertakes to inform the Harbour Master's Office of any absence related to handling operations carried out by their services (Art. 4.4).

The port services must be notified 48 hours in advance when launching a vessel under an annual contract operated by a professional.

Failing this, the berth may be occupied and may not be immediately released.



CHAPTER VI – SPECIFIC RULES FOR THE USE OF HARDSTANDS

ARTICLE 6.1 – HANDLING CONTRACT

Booking of lifting operations is carried out exclusively via the booking module of the user portal available on the port's website: www.port-la-foret.fr

ARTICLE 6.2 – OWNER'S RESPONSIBILITY

During lifting operations, the presence of the vessel owner or their representative is mandatory.

The vessel owner (or their representative) is SOLELY responsible for:

- positioning the slings under the hull;
- ensuring that no obstruction remains before lifting.

The marina shall not be held liable for any damage resulting from incorrect positioning of the slings.

The port officer in charge of the operation reserves the right, for safety reasons, not to proceed with the lift if the slings appear to be incorrectly positioned and the operation presents a risk.

ARTICLE 6.3 – SAFETY

The vessel must be fully unrigged (no sails) before the operation.

The engine must be switched off before the operation.

During lifting operations, only authorized persons may enter the area delimited by the crane's four wheels.

In adverse weather conditions, the marina may cancel the operation for safety reasons.

ARTICLE 6.4 – SHORE STORAGE AND BLOCKING

As vessel storage in the technical area is regulated, any movement of a vessel by means other than those of the port authority must be reported to the Harbour Master's Office.

Blocking (supporting) of the vessel is carried out by port staff responsible for lifting operations, using equipment primarily belonging to the port and under the responsibility of the user.

The user indicates the correct positioning of the keel supports to the handling staff.

Under no circumstances shall the handler be held responsible for improper blocking.

After the operation, the owner or their representative must take all necessary measures to ensure the stability of the blocked vessel (no water ingress, no movement of equipment, cradle, or supporting elements, etc.).

It is strictly forbidden to adjust the cradle supports or any other supporting elements once the vessel is in place.

During the entire shore storage period, the user must keep the careening/storage area clean and free of all waste and equipment.

The area under the vessel must be cleaned after each maintenance operation, and waste (paint residues, resin, organic waste) must be swept into the designated drainage channel for proper treatment.

Otherwise, the port authority will carry out cleaning at the expense of the person carrying out the work on the vessel.

It is forbidden to climb the mast once the vessel is blocked.

It is strictly forbidden to occupy the vessel once it is ashore on the hardstand.

As the water used in the careening and storage areas is recycled, the use of personal protective equipment (PPE) is mandatory when cleaning with high-pressure equipment.

This water is not drinkable. The port operator shall not be held liable in case of non-compliance with this rule.

The use of electricity in the careening and storage areas is limited by a one-hour timer.

For use beyond one hour, a request must be made to the Harbour Master's Office.

ARTICLE 6.5 – ACCESS TO TECHNICAL AREAS

Access to the careening area and storage areas must be requested from the Harbour Master's Office.

The careening area is strictly reserved for vessel storage during cleaning operations.

Vehicle parking is tolerated only when the user is present.

ARTICLE 6.6 – INSTALLATION OF MACHINERY

Any installation of machine tools, welding equipment, storage systems, compressed gas systems, fuels, and, more generally, any installation likely to cause accidents, explosions, or fires must be subject to a certificate of compliance with current regulations, which must be submitted to the port services in order to obtain authorization for operation.

ARTICLE 6.7 – CIRCULATION

Roadways within the concession area must be kept clear at all times.

The circulation routes for handling equipment must remain unobstructed.

Under no circumstances may they be obstructed by storage of materials or equipment of any kind.

ARTICLE 6.8 – SANDING AND/OR PAINTING

Any sandblasting, hydro blasting, air blasting, and/or spray painting operations on the submerged and/or above-water parts of the vessel must be carried out in the designated area located on the East storage zone.

Use of this sanding/painting area must be requested from the Harbour Master's Office and will be charged according to the applicable tariff.

The contractor must collect all waste generated by sanding and ensure its proper disposal.

ARTICLE 6.9 – CONTAINERS

Containers are placed on the professional workshop storage platform under the responsibility of their owners.

The port operator cannot be held responsible for damage, deterioration, or theft occurring within these containers.

Container storage is reserved for offshore racing skippers and is subject to prior authorization from the Harbour Master's Office.

Container storage is subject to a fee included in the tariff schedule and calculated based on the occupied ground area.

SAEM SODEFI

SOCIÉTÉ DE DEVELOPPEMENT DU FINISTÈRE

21

Adresse postale et bureaux :

PORT-LA-FORÊT Capitainerie
29940 LA FORÊT-FOUESNANT



Tél. 02 98 56 98 45

E-mail : capitainerie@port-la-foret.fr

SIREN 348863945 RCS QUIMPER – Code APE 5222 Z

ARTICLE 6.10 – USE OF THE CAREENING AREA BY PROFESSIONALS

Access to the careening area is authorized for port professionals and is subject to a fee. This fee covers 24-hour parking, access to water and electricity, and waste reception and treatment.

The area reserved for port professionals is marked on the ground within the careening zone.

CHAPTER VII – COMMERCIAL ACTIVITIES

ARTICLE 7.1 – COMMERCIAL OR RENTAL ACTIVITIES

Any commercial activity within the port area, including vessel rental, must be authorized in writing by the port operator.

ARTICLE 7.2 – USE OF THE VESSEL BY THIRD PARTIES

For safety reasons, in the case of vessel use by third parties, the owner may inform the port operator of the names of the vessel users.

The vessel owner remains liable for all fees and, more generally, for any charges that may be due as a result of the vessel's berthing or the services provided to it.

ARTICLE 7.3 – COMMERCIAL ACTIVITIES

No storage, exhibition, or commercial activity of any kind is permitted on the water surface or hardstands, unless expressly authorized in writing by the port operator.

The sale of goods, including beverages or food products, is prohibited within the port area unless expressly authorized in writing by the port operator.

ARTICLE 7.4 – ADVERTISING AND DISPLAY

Any advertising within the port area is prohibited unless expressly authorized in writing by the port operator.

It is forbidden to display advertising on board vessels, including flags, stickers, banners, or any other means of display.

Within the port area, it is prohibited to distribute leaflets on board pleasure vessels (whether ashore or afloat) or on land vehicles.

It is also prohibited to affix or display advertisements, leaflets, or notices for sale or rental within the port area or on port installations (such as gangways, buildings, pontoons, bridges, piles, etc.).

CHAPTER VIII – WAITING LIST

WAITING LIST REGISTRATION PROVISIONS

How to register on the waiting list?

Registration is carried out directly on our website www.port-la-foret.fr in the section: Our services → Online procedures → Berth waiting list.

The rental request will be validated and recorded provided that all required fields are correctly completed.

After verification by our services, you will receive a confirmation email acknowledging receipt of your registration (to be kept by the applicant), indicating your position on the waiting list.

A fee of €20 will be required in September for renewal and administrative costs. Failure to make the online payment will result in removal from the waiting list.

How does the waiting list work?

Upon registration, the request is dated and numbered. Boat owners are placed on the waiting list in chronological order, regardless of vessel size.

The only criterion for progression on the waiting list is the seniority of registration, excluding any other consideration or criterion. Allocations are made in order of registration, depending on vessel size matched with available berths.

Do you need to own a boat to register?

No. You only need to provide the characteristics of the intended future vessel in order to register on the waiting list. However, SAEM SODEFI will not make any allocation without knowing the name, exact type, and dimensions of the vessel.

Is registration permanent?

No, there is no automatic renewal. The applicant is responsible for confirming their registration directly on www.port-la-foret.fr.

This confirmation must be completed between 1 and 30 September each year. Failure to confirm before 1 October via the website will result in the definitive cancellation of the application.

Is the waiting list accessible?

Registered applicants may consult their ranking at any time using their login credentials. Due to the personal data it contains, the waiting list is not publicly displayed, in accordance with CNIL regulations on data protection and confidentiality.

Can you re-register after cancellation?

Yes, but it will be treated as a new application. Cancellation is always definitive, and the original position on the waiting list is permanently lost. The registration date retained will be that of the new application.

SAEM SODEFI

SOCIÉTÉ DE DEVELOPPEMENT DU FINISTÈRE

24

Adresse postale et bureaux :

PORT-LA-FORÊT Capitainerie
29940 LA FORÊT-FOUESNANT



Tél. 02 98 56 98 45

E-mail : capitainerie@port-la-foret.fr

SIREN 348863945 RCS QUIMPER – Code APE 5222 Z

What happens if the vessel changes during registration?

The applicant must inform the port of any change of vessel during waiting list registration. In this case, the characteristics of the new vessel will be recorded. The reference date remains the original registration date.

What happens if an allocation offer is refused?

If the applicant wishes to remain on the waiting list, their application will be kept at the original date, but they must specify from when they wish to be considered again for an allocation. They will not be contacted before the end of this period and subject to availability. During this period, the applicant must confirm their registration in September if necessary.

Only one deferral is permitted. If a second refusal occurs, or in the absence of a response, the application will be permanently cancelled. The applicant must then re-register online to be placed at the end of the waiting list again.

Applicant obligations

The applicant must update any change of address (postal, email, etc.) directly on the website and inform the Harbour Master's Office in writing of any change of vessel.

The port services will not carry out any searches in case of returned mail due to an incorrect address, and the berth request will be cancelled.

An applicant offered a berth for the registered vessel may not, under any circumstances, claim a change of vessel at the time of the offer. In such a case, they will lose their position on the waiting list and the contract offer will be cancelled.

Waiting list registration for vessel change

For port tenants with an annual contract for more than 5 years, and in the case of a vessel change not exceeding 10.99 m in length, the allocation of an annual flat-rate berth is granted without going through the waiting list.

For port tenants with an annual contract of less than 5 years, or in the case of a vessel exceeding 10.99 m in length, allocation of an annual berth is subject to prior registration on the waiting list.

CHAPTER IX – GENERAL DISPOSALS

ARTICLE 9.1 – RECORDING OF OFFENCES AND PROSECUTION

Violations of this regulation, as well as any other offence or infringement relating to the policing of marinas and their facilities, shall be recorded in an official report drawn up by a sworn harbour officer, police officers, gendarmerie officers, municipal enforcement officers (ASVP), or any other authorised officers empowered to issue fines.

In urgent cases, they shall immediately take all necessary measures to bring the infringement to an end.

Each report shall be forwarded, depending on the nature of the offence or infringement observed, to the competent court.

ARTICLE 9.2 – LIABILITY OF USERS

Users of the port and members of the public using the facilities remain civilly liable for compliance with port obligations and for any infringements at all times.

ARTICLE 9.3 – PENALTIES FOR OFFENCES

Without prejudice to any criminal penalties incurred, any breach of the provisions of this police regulation constitutes a major public domain offence, punishable under the conditions provided for in the Transport Code and the General Code on the Property of Public Persons.

ARTICLE 9.4 – ENFORCEMENT OF THIS ORDER

The Secretary General of the Prefecture of Finistère, the President of SAEM SODEFI, the Mayor of La Forêt-Fouesnant, the Harbour Director, the Harbour Master's Office, and the sworn officer are each responsible, within their respective remit, for the enforcement of this regulation.

La Forêt-Fouesnant, 22 August 2024.

Le Président de la SAEM SODEFI,
Alain Le Grand

Le Maire de la Forêt-Fouesnant,
Daniel Goyat

SAEM SODEFI

SOCIÉTÉ DE DEVELOPPEMENT DU FINISTÈRE

26

Adresse postale et bureaux :

PORT-LA-FORÊT Capitainerie
29940 LA FORÊT-FOUESNANT



Tél. 02 98 56 98 45

E-mail : capitainerie@port-la-foret.fr

SIREN 348863945 RCS QUIMPER – Code APE 5222 Z