

# SPECIFIC OPERATING, MANAGEMENT AND POLICING REGULATION

This Regulation was drafted in Catalan and has been translated into other languages. In the event of discrepancy or argument regarding its interpretation, the Catalan version of the document prevails.

This document is a faithful copy of the original version (Rev. 00), sealed by the Port Authority of the Government of Catalonia, in proof of its agreement, on 22 September 2014.

Version Rev. 01 includes the changes specified in the changes log included in this document and was newly validated by the Port Authority of the Government of Catalonia on 17 November 2014.



**CLUB NÀUTIC ESTARTIT**

El Port de les Illes Medes





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**SPECIFIC OPERATING,  
MANAGEMENT AND POLICING  
REGULATION**

NOVEMBER 2014

REV. 01

## CHANGES LOG

### REV. 00, 22 September 2014:

- Version sealed by the Port Authority of the Government of Catalonia, in proof of its agreement

### REV. 01, 9 November 2014:

- Publication of document. Adaptation to the corporate identity manual of the Club Nàutic Estartit. Printed and digital versions
- Correction of spelling mistakes in the following articles: 12, 14, 23, 25, 27, 28, 31, 32, 35, 40, 43, 47, 49, 53, 54, 62, 65, 67, 68 and final provision 3
- Article 25.3. Correction of reference to Article 6 for reference to Article 7
- Article 27.2. Alignment change to paragraph "If the assignment is authorised ..." with point 2 of the same article
- Article 34.1. Correction of table of contents listed "a), b), d), e), e) and h)", changed to a), b), c), d), e) and f)
- Article 57. Correction of ordinal of point 56.3 for 57.3
- Appendix 1. Inclusion of following plans:
  - Fleet distribution
  - Location of Public Moorings (Pay to Use)
- Appendix 2. Subdivision into:
  - Appendix 2A: Assignment of rights of use. Types of mooring and maximum permitted craft measurements
  - Appendix 2B: Moorings free to rent and public moorings (pay to use). Types of mooring and maximum permitted craft measurements

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## SPECIFIC OPERATING, MANAGEMENT AND POLICING REGULATION FOR THE CLUB NÀUTIC ESTARTIT MARINA

### HEADING ONE GENERAL PROVISIONS

#### Chapter One Purpose and Scope of Application

##### Article 1. - Purpose

The purpose of this Regulation is to establish the general rules of use and operation of the different elements that comprise the whole sphere of the Port de l'Estartit marina, located in the Torroella de Montgrí municipal district. The marina is managed in accordance with the administrative concession awarded by the Government of Catalonia to Club Nàutic Estartit through a public-service management contract involving works, signed on 27 May 2014.

Management of the abovementioned marina is governed by the applicable rules, particularly Law 5/1998 of 17 April Regarding Ports in Catalonia and its Regulations approved by Decree 258/2003 of 21 October, the Port Policing Regulation approved by Decree 206/2001 of 24 July, the present Regulation, the terms and provisions of the awarded concession of a preferential nature, and, in the case of Club Nàutic Estartit members, the company's articles of association and internal club rules in force at all times.

It furthermore regulates relations between Club Nàutic Estartit, the holder of the marina concession management contract, referred to henceforth as the "concession holder", and the holders of preferential rights to use port elements included in the scope of the abovementioned administrative concession and other users specified in article 2 of this Regulation.

##### Article 2. - Scope of application

The present Regulation applies to and must compulsorily be met inside the marina's Service Area, defined in article 5 below, and other elements and spaces covered by the administrative concession and which affect:

- a) People, vehicles and machinery inside the Service Area, whether permanently or circumstantially, or which use the docks, roads, wharves, pontoons, car park and any other Service Area installation.
- b) People and craft that use the marina's internal water, entrance channels to the different pontoons, wharves and moorings and other services on water or land.
- c) Owners and users, by any title, of rights of use and all users of any of the elements that comprise the marina's Service Area or the services provided therein.

##### Article 3. - Infringements

Breach of any of the obligations provided for in this Regulation is an infringement of the type set forth in article 102.3b) of Law 5/1998 of 17 April Regarding Ports in Catalonia.

#### Chapter Two Use and Zoning of the Marina.

##### Article 4. - Use of the marina: core and complementary uses

**4.1. Core uses:** The main use of the marina is for water sports on the part of the sports or leisure craft included on lists 7 and 6 or equivalent and, where applicable, others which, according to the provisions of the present Regulation, may be authorised to use the resources and services located in the marina.

With regard to the craft on list 6 or equivalent, they must have authorisation from the Port Administration before admitted entrance to the marina and the craft owner must be able to prove that the craft meets the regulations on the organisation of maritime transport.

**4.2. Complementary uses:** All complementary uses are also permitted so long as they are pursuant to the nature of the marina and its plan of uses and have been duly authorised by the port manager.

**4.3.** In the case of an emergency or force majeure, craft of other characteristics may occasionally make use of the marina only for the time needed while the circumstance lasts.

This situation of emergency or force majeure never exempts craft, crew or users from complying with the rules of this Regulation and other applicable provisions or the indications and instructions of management or the person appointed by management. Neither does it exempt them from paying the applicable charges.

The captain or skipper of a craft that reaches the port under these circumstances must formalise the corresponding emergency mooring report in the marina's offices.

##### Article 5. - Zoning of the marina

**5.1.** The marina's Service Area covers the whole of the marina and matches the scope that is the object of the previously mentioned public-service management contract including works.

**5.2** For management and regulation purposes, the Service Area is divided into the following zones:

- Zone I: Entrances
- Zone II: Roads
- Zone III: Landscaped areas
- Zone IV: Navigation channels
- Zone V: Wharves, pontoons and defence works
- Zone VI: Moorings assigned under preferential rights or operated and leased by the concession holder
- Zone VII: Public moorings (pay to use)
- Zone VIII: Offices
- Zone IX: Changing rooms
- Zone X: Social club and bar/restaurant
- Zone XI: Technical area
- Zone XII: Fuelling station
- Zone XIII: Warehouse and other facilities
- Zone XIV: Sailing School and sports activities area
- Zone XV: Other equipment
- Zone XVI: Car park

**5.3.** The different zones in the Service Area and the facilities found in each are shown on the map in Appendix 1 to this Regulation.

##### Article 6. - Use and regulation of the different zones

The use of the different zones listed in the article above is regulated by the rules of this Regulation and, in particular, the following:

**Zone I. - Pedestrian and vehicle entrances.** There are duly signposted dedicated pedestrian and vehicle entrances at the port.

The concession holder, via the port manager, must establish the entrance times restrictions it considers necessary and suitable for the good control and optimisation of the operation of the marina and the safety of users, facilities and goods.

The port manager may limit the use of these entrances or modify their names for safety reasons.

In any case, entrance to and movement within the port is always the exclusive responsibility of the user.

**Zone II. - Roads.** Access to and use of the roads is public and free for wayfarers and subject to payment for authorised vehicles, under the terms anticipated in articles 53 to 55 of this Regulation. The port manager may establish limitations in accordance with the provisions of this Regulation.

**Zone III.** - Landscaped areas. Landscaped areas are for the use and enjoyment of wayfarers.

**Zone IV.** - Navigation channels. The use of navigation channels is reserved for marina users and must meet the regulations specified in articles 31 and 35 of this Regulation.

**Zone V.** - Wharves, pontoons and defence works. Access to wharves is open and free for wayfarers.

Access to pontoons is exclusively reserved for their users.

Access to defence works is exclusively restricted to the uses allowed under the regulations in force.

The concession holder can establish restrictions on the access to and use of any of these zones in accordance with operating requirements.

**Zone VI.** - Moorings assigned under preferential rights or operated and leased by the concession holder. This zone is designed to moor craft which may be authorised by the concession holder under a rights assignment system in accordance with the provisions of articles 25 to 30 of this Regulation and craft to which the concession holder directly leases moorings.

**Zone VII.** - Public moorings (pay to use). This zone is targeted at craft in transit and its use regulated by articles 46 to 48 of this Regulation.

**Zone VIII.** - Offices. Access to the offices is open to the public in order to process matters or ask questions relating to the marina.

**Zone IX.** - Changing rooms. Access to the changing rooms is reserved for marina users and personnel.

**Zone X.** - Social club and bar/restaurant. Access to the social club and bar/restaurant is open. However, management may reserve areas for marina users.

Right of admission is reserved in accordance with industry regulations.

**Zone XI.** - Technical area. Access to the technical area, both by sea and land, as well as the area where the lifting machinery is located, is exclusively reserved for marina staff and other authorised persons, in accordance with the provisions of article 49 of this Regulation.

**Zone XII.** - Fuelling station. Access to the fuelling station, both by sea and land, is reserved for craft and vehicles under the terms provided for in article 52 of this Regulation, as well as the concession holder's personnel.

**Zone XIII.** - Warehouse and other facilities. Access to the warehouse and other port facilities not specified in this Regulation is reserved for the concession holder's personnel.

**Zone XIV.** - Sailing School and sports activities area. This zone is targeted at training in nautical sports and is open to users in accordance with the provisions of article 51 of this Regulation.

**Zone XV.** - Other equipment. This zone includes the Clean Point and wastewater and bilge-water collection area, as well as the other environmental and safety equipment distributed around the marina.

The Clean Point is the selective collection site for special and non-special waste and is available exclusively to marina users.

**Zone XVI.** - Car park. Use of the car park is reserved for authorised vehicles which must pay a rate or, where applicable, season ticket, under the provisions in articles 53, 54 and 55 of this Regulation.

## Article 7. - Limits on the use of marina zones and services

**7.1.** Permanent: Permanent limits are the ones set forth in this Regulation and which particularly concern entrance to the different zones, warehouses and facilities, as well as installations not open to the public, and those corresponding to timetable limits for general pedestrian and vehicle access.

**7.2.** Temporary: The port manager or person he/she appoints may establish time limits on the use of certain port elements for safety or operational reasons.

## Chapter Three Management

### Article 8. - Management

The marina is managed by the concession holder in accordance with the administrative concession awarded to it and through the following bodies, without prejudice to the provisions of the Club's articles of association:

- a) The Club's Board of Directors
- b) The Port Manager
- c) The Assistant Manager
- d) The Boatswain
- e) The Section Managers

### Article 9. - Powers of each

**9.1.** The Club's Board of Directors is responsible for the following, without prejudice to any other powers awarded under the Club's articles of association:

9.1.1. The legal representation of the concession holder, via the Chair or, where applicable, Vice Chair.

9.1.2. Approving the draft income and expenditure budget and proposed allocation for each year.

9.1.3. Appointing and removing persons who hold a position or perform functions within the marina.

9.1.4. Awarding contracts assigning preferential rights over port elements and urging their settlement.

9.1.5. Judicially claiming amounts accredited by the concession holder for service provisions, assignment of temporary or permanent rights and any other concept.

9.1.6. In short, the executive management of the marina.

**9.2.** Independently of any other functions attributed to him/her as the Club Manager, the Port Manager is responsible for:

9.2.1. Management of the marina, its general organisation and management of all of its services.

9.2.2. Drafting the income and expenditure budget and proposing the allocation of income and expenditure among the rights holders to the Board of Directors, in accordance with the allocation criteria provided for in this Regulation.

9.2.3. Overseeing all of the concession holder's personnel.

9.2.4. The administration of the marina.

9.2.5. The regulation and control of general craft movements, their entrances, departures, anchoring, mooring points, mooring and casting-off manoeuvres and assignment of mooring points.

9.2.6. Exercising all of the powers which the Board of Directors delegates to him/her and which are listed in the power of attorney awarded for that purpose.

**9.3.** The Assistant Manager:

9.3.1. The Board of Directors may appoint one or various assistant managers with the title it considers suitable, where appropriate.

9.3.2. In this case, the Assistant Manager is responsible for port management functions in the absence of the Manager and the specific matters delegated or assigned to him/her in this Regulation, where applicable.

**9.4.** The Boatswain is responsible for:

9.4.1. All marina personnel and security guards, and coordinating their work and functions under the directions of the port manager or, where applicable, assistant manager.



9.4.2. Checking the good operation of the marina; inspecting all facilities, services and property in the Service Area.

9.4.3. Ensuring the correct state of organisation and cleanliness of the facilities in the Service Area.

9.4.4. By delegation of the port manager or, where applicable, assistant manager, assigning moorings to craft.

9.4.5. Controlling the entrance of vehicles, craft and persons to the port.

9.4.6. Ensuring the payment of rates by craft in transit.

9.4.7. Ensuring that all marina users, in any capacity, comply with the provisions of this Regulation and other applicable legal provisions. The boatswain must report any breaches to the port manager so that suitable measures can be taken where applicable.

9.4.8. Foresee, avoid and report infringements of the regulations in force and provide a complete report on them to the competent authorities.

**9.5.** The Section Managers are responsible for:

9.5.1. Managing the tasks assigned to their functional area.

9.5.2. Ensuring the good operation of the section assigned to them and ensuring applicable regulations are met.

9.6. References made to "management" in this Regulation are understood to refer to the port manager and assistant manager when acting in the former's absence or within the sphere of his/her specific attributions and, where applicable, any other personnel to whom functions have been delegated.

## Chapter Four

### Inspection of the Marina and Disciplinary System

#### Article 10. - Inspection and security of the marina

Inspection and security of the marina, in relation to its occupation of the public domain and the works, service and operations performed therein, is exercised by the Port Administration.

#### Article 11. - Disciplinary system

Infringements and sanctions are subject to the provisions of the Law Regarding Ports in Catalonia and the Port Policing Regulation of the Government of Catalonia.

## Chapter Five

### Internal Security

#### Article 12. - Internal security

The concession holder has a security service that covers the facilities in general and not a customised security service, which is not provided for the concession holder because it is an optional service in accordance with article 88 of the Law Regarding Ports in Catalonia. The concession holder and its agents are therefore exempt from liability for any damage or theft concerning craft or their accessories or effects, as well as vehicles parked in the Service Area and their content, and it is up to owners to adopt the safety measures needed to avoid these events and, in particular, to take out an insurance policy that covers these risks.

Accepting a port service or holding a right to use involves acceptance of the abovementioned system of liability.

The concession holder can install video cameras in the port and must indicate this in accordance with the regulations in force.

#### Article 13. - Security guards

Management may establish a general control service for the port and personnel, with the functions it delegates.

When the concession holder considers it appropriate, the marina may be staffed by security guards who exercise general security functions and answer to management and, by delegation, the boatswain. The work of these security guards must comply with private security laws.

If the right holder or port user wishes to contract private security personnel for his or her craft, this shall require previous authorisation from the concession holder and the security personnel's work must comply with private security laws and the instructions and guidelines established in this matter by the port manager.

#### Article 14. - Emergency and Protection Plan

The concession holder has drafted an Emergency and Protection Plan for the assigned Service Area. This document can be consulted at the concession holder's offices.

The Plan is coordinated with the protection plan for the whole of the port and must be observed by all marina users.

All persons, skippers, crews, vehicle owners and port users must take suitable protection and precaution measures in the event of a storm, fire or other emergency which may affect the port, its facilities or assets and follow the instructions provided by the port or marina personnel in application of the Emergency and Protection Plan.

#### Article 15. - Right of admission

The concession holder reserves the right of admission to the Service Area and may refuse entrance to people whose conduct may be unsuitable or conflict with the good operation of the marina.

For safety reasons and to optimise the operation of the marina, management may deny entrance to visitors who impede or affect the performance of the port service.

## Chapter Six

### General Liabilities

#### Article 16. - Liability of the concession holder

**16.1.** The concession holder shall only be held liable before marina users and rights holders for acts which are directly imputable to it or persons acting under its orders, in accordance with the regulations in force.

**16.2.** In all cases, marina visitors and users are admitted on the grounds under their own responsibility. Neither the concession holder nor its agents shall be held responsible for any accidents suffered under any of the abovementioned circumstances.

**16.3.** With regard to liability before the Port Administration, the provisions of the Law Regarding Ports in Catalonia and the Port Policing Regulation apply.

#### Article 17. - Liability for damage to the public domain

**17.1.** In accordance with article 112 of the Law Regarding Ports in Catalonia and article 17 of the Port Policing Regulation, any person who by action or omission causes damage to the public domain of the port is obliged to repay the costs and return the property or good to its previous state, and is liable for compensation for the damage caused and, where applicable, the corresponding penalty payment.

**17.2.** In the event of an emergency and considering the instructions received from the Port Authority, the causing party must pay the amount of the replacement costs within fifteen working days starting from the date of notification.

If the causing party is the holder of a preferential right, it may not transfer this right to any third party until the claimed amount has been settled.

### **Article 18. - Liability for damage caused to assets and rights of the concession holder and other holders of private property**

**18.1.** The holders of rights of use, other marina users and third parties are responsible, in accordance with private law regulations, for damage caused by fault or negligence to assets and property of the concession holder and third-party private property.

**18.2.** Negligence is presumed when a person's behaviour has infringed legal regulations or orders and/or instructions from management, the boatswain or section managers.

**18.3.** The concession holder may carry out repairs for damage caused and recover the resulting amount from the causing party.

### **Article 19. - Liability for damage to the public service**

Without prejudice to the fines or liabilities referred to in the above articles of this Regulation, third parties or users of port services or facilities who, by action or omission, with fault or negligence, damage a port service provision must pay for the damage caused to the concession holder or the holders of the service affected by the events.

### **Article 20. - Liability of persons not related to the marina**

**20.1.** All companies or individuals who provide their services within the area covered by the concession must have the corresponding authorisation document.

Authorised parties are responsible for any damage their personnel or equipment causes.

For a company or individual to be authorised, they must sign the corresponding contract with the concession holder and prove they have an insurance policy that covers any damage their personnel or equipment may cause.

**20.2.** Persons authorised to enter the port to perform any function, task or work, and all other service providers of any type within the port must comply with the regulations on work health and safety, particularly regarding the coordination of activities. They must also be covered by pertinent workplace accident, civil liability and fire insurance policies that cover the repair of any damage that could be caused, as well as damage caused by work stoppages, breakdowns or incorrect handling of the elements made available to provide the service concerned.

**20.3.** Management is entitled to demand documentary proof of the validity of the abovementioned insurance policies from the parties concerned at any time.

**20.4.** In the event that management's instructions, or those given on its behalf by its agents, are not followed, these parties are authorised to suspend the performance of an activity.

**20.5.** When a non-authorised company or individual performs work for the owner of a craft, the latter is responsible for any damage that the company's personnel or the individual may cause.

### **Article 21. - Liability of other parties**

The owners of craft, vehicles or other equipment in the marina and the holders of rights over any port element or owners of other installations or equipment shall be responsible before the concession holder for any debts contracted with it, as well as any damage caused by their equipment or third parties who by any title (users, skippers, crew, chauffeurs, employees, leaseholders, etc.) use the craft, moorings, vehicles or other facility or equipment of which they are the title holders.

Owners, skippers, crew, employees and users of craft, vehicles or other equipment in the marina and the holders of any rights of use, must have the civil liability insurance policies needed to meet any derived claim and which cover any damage the stay of the authorised craft or their use inside the port could cause to third parties or the concession holder. The policies must also cover expenses caused by manoeuvres carried out to prevent craft from sinking and, if a craft has already sunk, the costs of refloating it and removing the remains, even when the damage was produced because of extraordinary weather phenomena, which is never the responsibility of the concession holder. The concession holder reserves the right to set the minimum amount of the policy cover.

### **Article 22. - Management's duty to supply information and to file reports**

Management is obliged to inform the Port Administration of any incidents that occur in relation to the protection and preservation of property and service provisions. To this end it must file the applicable reports and handle those lodged by third parties.

### **Article 23. - Procedure for claims and determination of liability of the concession holder**

Third parties and users who, as a result of the operation of the port public service, suffer any damage to their goods or interests directly imputable to the concession holder, must notify the Port Administration so that it may, after meeting with the concession holder, decide whether the latter is to be held responsible and, if it is, establish the amount of damage caused.

This procedure having ended, the injured party may exercise the legal actions it considers appropriate.

### **Article 24. - Notifications**

**24.1.** For all purposes, notifications and requirements must reach the address that the interested party designated at the time or, where applicable, the email address it indicated, either when it contracted a service or acquired a right. Changes to postal or email addresses will only be effective if reported to the concession holder in writing, either in person in the concession holder's offices or by post with acknowledgement of receipt.

**24.2.** If the interested party has disappeared or cannot be located, as understood by the office returning the processed notification or, where applicable, email, the notification acquires full effects when it has been published for a term of fifteen days on the notice board at the concession holder's offices.

**24.3.** Notifications to users, owners or the crew of a craft in transit must be posted on the notice board at the marina's offices, or on the moored craft itself, or in both places.

## **HEADING TWO**

### **ON THE ASSIGNMENT OF RIGHTS**

### **Article 25.- General features of the assignment of rights to use port elements**

**25.1.** The concession holder may assign the use and enjoyment of port elements not reserved for the paying public under the terms provided for in the valid Port Authority regulations, the Club's articles of association and its internal regulations. Assignments may be awarded for the whole of the term of the concession or for shorter periods.

**25.2.** Concession holders may assign rights to third parties so long as the acquiring party assumes all the rights and obligations of the corresponding title, sending notification to the concession holder, which must authorise the assignment.

**25.3.** Contracts to assign non-exclusive preferential rights of use must be executed in accordance with the requirements of article 60

of the Law Regarding Ports in Catalonia and state the assignee's personal details, the type of port element over which the right is

awarded, the duration of the assignation and the transcription of the rights and obligations of the party acquiring the right, who shall state that it agrees to submit to the provisions of this Regulation. Preferential rights may be assigned to individuals or corporations; in the latter case, the specific regulations set forth in chapter 7 of this article must be respected.

The concession holder must have a contract for the assignment of preferential rights, the clauses of which must be submitted for the previous authorisation of the Port Administration.

**25.4.** Preferential rights over a mooring confer on the holder the right of preferential but not exclusive use of the indicated element, which management may change for reasons of the marina's operating requirements or to optimise its water surface.

In compliance with its corporate purpose, the concession holder is authorised to decide on the location of each craft. This power is exercised by management.

When the preferential right holder is not moored at its mooring, the concession holder is authorised to let transitory craft moor there, without this entitling the holder to any payment.

**25.5.** The assignment of preferential rights always takes the form of an operating lease.

**25.6.** Pontoons, moorings and installations in general are subject to the requirements concerning the celebrations, events or sporting competitions the concession holder promotes in compliance with the plans for the promotion of sport and sailing in general.

**25.7.** Corporations may be assigned preferential rights so long as they comply with the following:

- a) The assignment of a preferential right to a company is only permitted to limited liability companies with nominative shares. The owners of these shares must be individuals.
- b) Ownership of a majority stake in a company's corporate capital, in accordance with the provisions of article 42 of the Spanish Commercial Code, must correspond to a single individual, called the reference partner, who must also be the director, CEO or holder of general powers awarded by the company.
- c) Each year, during January, the corporation must prove to the concession holder that it maintains the conditions which enable it to hold the preferential right. To this end, it must supply the following documentation, authorised by a notary public or a certificate issued by the Commercial Register concerned:
  - 1) Registry certificate of the company's valid articles of association.
  - 2) Registry certificate of the appointment of directors and, where applicable, awarding of general powers.
  - 3) Certificate of the composition of the corporate capital setting forth the holders of the shares.
- d) Any modification to the abovementioned conditions that occur during the calendar year must be immediately reported to the concession holder, by supplying the documentation specified in the article above. If the modification results in the breach of any requirement, the company shall be considered to no longer maintain the conditions that enable it to hold a preferential right.

In the event that the corporation fails to prove to the concession holder that it maintains the abovementioned conditions, the preferential right automatically passes to the individual known as the reference partner according to point b) above.

Any assignment, including those made by a private individual in favour of a corporation, entitles the use of the right that is the object of assignment to a single individual who must be sufficiently authorised for this purpose and who must sufficiently prove this to the concession holder via an appointment awarded before a notary

public. This never allows free use of the right that is the object of assignment to any other individual in the company.

## **Article 26. - Assignment of preferential rights between private individuals**

**26.1.** The holders of a non-exclusive preferential right over any port element or one in the port Service Area may transfer it to third parties under the terms stipulated in this Regulation, other applicable regulations and the instrument that created it, and the acquiring parties must assume all the rights and obligations established in the assignment contract.

**26.2.** In terms of relations between third parties, the assignment of rights is governed by private law and must be awarded pursuant to the Law Regarding Ports in Catalonia, the provisions of the present Regulation and the conditions established in the title which shows the assignment of the right. In any case, the conditions and provisions of the assigned title, as established under Decree 206/2001 of 24 July approving the Port Policing Regulation and, where applicable, the articles of association and internal regulations must also be respected.

**26.3.** All transfers of rights to use moorings must, prior to being executed, be reported to the concession holder for authorisation and must be processed via its administrative services, for the purposes of guaranteeing the control and safety of transfers, which are accredited by inscribing them in the Register of Holders of Preferential Rights.

**26.4.** The assignment of preferential rights to use a mooring between third parties may be definitive, i.e., for the whole of the remaining term of the concession; temporary, for a term of more than one week; or ad hoc, for a term of less than a week. If a title holder wishes to assign its right on a temporary or ad hoc basis, it must report this to the concession holder, who shall handle the related procedure pursuant to the present Regulation.

**26.5.** For providing intermediation services in the definitive transfer of a right, the concession holder shall charge the assignor 10% of the transfer price. If the transfer is for free, this 10% must be calculated on the maximum price set by the regulations of the administrative concession. This amount shall not be charged in the case of transfers to spouses, de facto partners, children or parents, whether inter vivos or causa mortis. It shall also not apply if the concession holder is the party that transfers or acquires the preferential right.

## **Article 27. - Processing definitive preferential right assignments between private individuals**

**27.1.** Preferential right assignments between third parties for the whole of the remaining term of the concession must follow the maximum price criteria set by the provisions of the administrative concession awarded to the concession holder or, where applicable, those set by the General Assembly of partners.

**27.2.** Any assignment which an individual wishes to make of its preferential right must respect the following procedure and conditions if it is to be legally effective before the concession holder:

- 1) Notification from the assignor to the concession holder stating it wishes to transfer its right. This notification must contain at least:
  - The full names of assignor and assignee
  - Acceptance on the part of the assignor of the irrevocable nature of the assignment of the preferential right.
  - The draft assignment contract, duly completed in accordance with the model the concession holder must provide to the interested parties at their request and which is specified in article 25.3 of the present Regulation.
- 2) Notification from the concession holder to the assignor, within a maximum of 30 days following communication of the transfer, indicating one of the following:
  - a) That the concession holder exercises the right of pre-emption as regulated by article 27.3 of this Regulation and which the mooring therefore acquires under the conditions indicated by assignor.

In this case, the concession holder must meet with the assignor to formalise the assignment in favour of the concession holder.

- b) Provisionally authorising the transfer.
- c) Refusing to authorise the transfer. In this case the reason for refusal must be given.

If the assignment is authorised provisionally, the notification from the concession holder must tell the assignor that in order to make the transfer authorisation definitive and to complete it, the following conditions must be met:

- The assignor must pay the concession holder 10% of the sale price, as established under article 26.5 of this Regulation, for the concession holder's intermediation services, to be paid within 15 days of receiving the notification and by way of a provision of funds.

If the assignment fails to go ahead for any reason, this amount will be returned to the assignor within 60 days from the concession holder having notified the assignor of the provisional authorisation.

- Once the assignment has been formalised and the tax settled with the corresponding settlement office and within 30 days of notification of the provisional authorisation, the assignor and assignee must appear at the concession holder's offices with the original assignment contract in order that the concession holder can validate the transfer.

The contract must necessarily be accompanied by a copy of the present Operation, Management and Policing Regulation signed by the acquiring party in proof of his/her knowledge of it and confirming his/her full and express acceptance of it.

- Compliance with these requirements is essential in order for the assignment to be effective before the concession holder and for it to be inscribed in the Register of Holders of Preferential Rights.

**27.3.** In the event of the assignment of a preferential right of a definitive nature, the concession holder is recognised as having a preferential right of acquisition or pre-emption, which it must exercise within 30 days of the assignor's notification of its decision to assign the right and the agreed price.

Subsequently, until this 30 day term has expired or there is an express response from the concession holder, the assignor may not formalise the assignment.

The concession holder may not exercise the right of pre-emption awarded under this article in the case of transfers exempt from paying the amount of the intermediation services established in article 26.5 herein.

**27.4.** If the right is assigned by forced execution, via a judicial order, the concession holder may exercise its right of pre-emption by paying the price concerned.

**27.5.** For the causa mortis transfer of a preferential right, the successor must provide the concession holder, within seven months after the date of death, with the documentation proving he or she has been awarded the deceased's rights and of the settlement, where applicable, of any corresponding tax. If the successor is a corporation, it must scrupulously comply with the requirements of article 25.7 of this Regulation.

In accordance with the provisions of article 27.9, when various persons are successors, they must appoint a single representative for the purpose of relations between the heirs and the concession holder, and this person shall be the only party authorised to use the port facilities.

**27.6.** Assignments of a preferential right in favour of companies must meet the conditions specified in article 25.7 of this Regulation.

**27.7.** When a usufructuary enjoyment right is established over a preferential right the beneficial owner must inform the concession

holder before exercising any rights which may correspond to him or her.

**27.8.** If a pledge is established over a preferential right, the holder of the right continues to preserve all of the rights inherent to this preferential right.

In the event that the holder of a pledged preferential right loses the right, the acquiring party must inform the concession holder before exercising any entitlement derived from the acquisition of the right. The concession holder may exercise its right of pre-emption within thirty days of the day it learns of the assignment, by paying the corresponding price.

**27.9.** Situations of joint ownership of a preferential right over a mooring, understood as the existence of two or more owners of the abovementioned right over a particular mooring, always means that only one of the joint owners, to be determined by them, may make use of the mooring and the concession holder's facilities, and the two can never, under any circumstances, make free and indistinct use of these.

## Article 28. Temporary and ad hoc assignments of a preferential right

Temporary assignments of a preferential right are considered to be those derived from the concession holder leasing the right to a third party in the event that the holder of the preferential right should state that he/she does not need to use the mooring assigned to him/her for a particular period of more than one week. Ad hoc assignment is when the term is for less than one week.

The holder of a preferential right who does not wish to use the mooring assigned to him/her must report this to the concession holder before 30 December of the year before they plan to stop using the mooring. In this case the concession holder will arrange for the mooring to be leased for full annual periods, i.e., from January to December in the case of temporary assignments, or for the period of less than one week in ad hoc assignments.

The holders of a preferential right who have assigned their use of a mooring to the concession holder on a temporary or ad hoc basis so that it may be leased to third parties are exempt from paying the mooring maintenance fee throughout the assigned term.

Temporary and ad hoc assignments of a right are not effective before the concession holder if the procedure established in the present article was not followed. In this case the holder of the preferential right is responsible before the concession holder for all purposes and the latter is authorised to remove the craft that has made use of the mooring.

## Article 29.- Conditions in order for the assignment of a preferential right to be effective before the concession holder

In order for an assignment to be recognised, the following must apply:

- a) The assignor must be up to date with the payment of any financial obligations it has with the concession holder.
- b) The assignee must take over the rights and obligations of the assigned right.
- c) The concession holder must have been previously notified that the assignment is to be made, in accordance with the procedure established in article 27.2 of this Regulation.
- d) In definitive assignments, the concession holder must have not exercised its right of pre-emption within the term established in article 27.3 of this Regulation.
- e) In definitive assignments, the assignor must have paid for the service provision of intermediation in the assignment referred to in article 26.5 of this Regulation and supplied the documents referred to in article 27.2 of this Regulation.

### Article 30. - Register of Holders of Preferential Rights

The concession holder has a Register of Holders of Preferential Rights.

Inscription in this Register is required to enjoy the rights involved with holding the right. If this requirement is not met, the respective holders may not take possession of the right to use the mooring, assign the right or make use of it.

All of the requirements and regulations established in this Regulation must be met in order to register the ownership of the preferential right.

## HEADING THREE USE OF PORT FACILITIES

### Chapter One General Regulations

### Article 31. - Entrances, roads, sea passages and other elements of free and public use

Entrances, roads, sea passages and other elements of free and public use must be used in accordance with the provisions of articles 6 and 7 of this Regulation, with the limits of use referred to in the articles.

The use of any port space to perform any extraordinary activity, such as filming advertisements, video clips, film or television shoots, fashion or publicity photo shoots, or any commercial, cultural or promotional activity, requires the concession holder's express written consent. Authorisation is subject to the viability and suitability of the project and to paying the rate required, in addition to any direct expenses that may be produced.

### Article 32. - Elements of reserved use or access

**32.1.** Visitors may not enter the zones that the concession holder has established as being exclusive and reserved for the holders of a preferential right or the concession holder itself.

**32.2.** People unrelated to the concession holder and who perform a professional activity or work in the port facilities must previously prove that:

- a) They are authorised to exercise the activity.
- b) Their workers have been contracted pursuant to labour and tax laws and that the company complies with work health and safety regulations.
- c) They have taken out civil liability, third party and fire insurance for an amount that covers the amount of any damage they could cause. The concession holder may determine this amount, where applicable, in accordance with article 20.2 of this Regulation.

If the above conditions are not met, management may immediately halt the activity until compliance with labour and tax regulations and having taken out the appropriate insurance can be proven.

However, considering the nature of the marina and the risk of pollution, carrying out maintenance or repair work on craft in the marina is completely prohibited unless previous written authorisation from management has been obtained, and management may award said authorisation so long as the regulations and conditions have been met which, depending on the type of work to be done, the concession holder has established.

In the event of an incident concerning occupational or environmental safety, the owner of the craft or holder of the right to use the mooring or other contracted port element is considered to be severally liable.

### Article 33. - Regarding port facilities in general

The use of port facilities on the part of users must always be pursuant to the Law Regarding Ports in Catalonia, the Port Policing Regulation, the provisions of the present Regulation and instructions from management and the boatswain.

The use of facilities is subject to the payment of the rates, fees and amounts approved in each case, which must be made available to the public on the port's notice board and the concession holder's website.

All users must follow the instructions and indications of the Port Administration, the concession holder, management, its appointed agents and other marina personnel.

### Article 34.- Suspension of services

**34.1.** Management may suspend the provision of any type of service by express order of the public administration or at its own discretion, having received written notification from the Port Administration or management in accordance with the provisions of articles 21 and 25 of the Port Policing Regulation, and require that the user rectify any of the following situations within 20 days:

- a) Failure to pay the preservation, maintenance and management fees or service charges for services provided or used or any other amount that can be demanded pursuant to the application regulations.
- b) In all cases when the user makes use of moorings, parking places or any other facility in a way or for a use other than those established in the regulations or assigned rights, having previously been notified by the management or the boatswain.
- c) Should the user fail to follow the instructions and indications of the Port Administration, the concession holder, management, its appointed agents or other marina personnel.
- d) Should the user not respond for any breakdowns caused or repairs that must be made, as well as compensation for damage caused.
- e) Negligence on the part of the user with respect to the preservation of the craft or facilities in general.
- f) Failure to comply with the obligations specified in article 21 of the Government of Catalonia's Port Policing Regulation.

**34.2.** In the cases described above, management will proceed in accordance with the provisions of article 25 of Decree 206/2001 of 24 July approving the Port Policing Regulation.

**34.3.** Suspension of a service entitles management and the boatswain to adopt the measures set forth in article 25 of the Port Policing Regulation and to terminate the right to use the facility in question. Services that can be suspended include wheeled access to the port facilities and garbage collection, where applicable.

### Article 35. - Bans

The following activities are banned throughout the marina:

1. Carrying out operations of supplying or transferring any type of fuel or oil as well as bilge pumping or similar operations.
2. If strictly necessary and at the discretion of the port manager, these operations may be carried out only by specially authorised personnel and under the conditions the manager establishes.
3. Performing maintenance or repair work on craft which could cause air, soil or water pollution.
4. Smoking during fuel supply or transfer operations.
5. Lighting fires or bonfires, barbecues and using lanterns with a naked flame.
6. Collecting shells or shellfish and fishing in the marina and the mouth of the marina.

8. Using engines and personal water craft outside of the expressly authorised channels.
9. Performing works or modifications without written authorisation from management or, where applicable, the Port Administration in the marina's Service Area.
10. Throwing any type of rubbish into the water or on the ground.
11. Waste from the activities of users, industrial and commercial establishments and restaurants must be deposited or managed and treated in accordance with the stipulations of the port's environmental management regulations.
12. Any infringement of these regulations, especially ones that affect the hygiene and safety of the marina, entitles management to file a complaint before the competent authority. Any repeat of this infringement authorises the concession holder to ban the infringing party from entering the marina.
13. In any case, management can suspend the provision of service and order the removal of a craft from the port grounds if it is the cause of spillage and/or pollution.
14. Using megaphones and music players on the part of private individuals when their noise encroaches upon the port space.
15. Holding meetings, events or any other type of concentration of people which require a special use of the marina's Service Area, without previous authorisation from management, which must indicate the area where the event is allowed to be held and the conditions under which it shall take place.
16. Using fuel supply vehicles other than authorised ones.
17. Using vehicles outside of the areas specifically set aside for this purpose and driving at a speed of more than 20 km/hour.

### Article 36. - Craft, vehicles and abandoned objects

**36.1.** The procedure for handling craft, vehicles and abandoned objects is pursuant to decree 206/2001 of 24 July approving the Port Policing Regulation of the Government of Catalonia and other applicable regulations.

**36.2.** Once an abandonment request has been filed with the Port Authority and after the pertinent terms have lapsed, management is authorised to remove the craft, vehicle or object and take it to a place it considers convenient and which does not interfere with the marina's regular activity.

### Article 37.- Domestic animals

Domestic animals are allowed inside the marina so long as they are kept on a leash and/or in a cage and the applicable sector regulations are respected.

Owners must try to ensure their animals do not soil the marina. Any soiling must be cleaned up immediately.

## Chapter Two Moorings

### Section 1 Common Rules for All Moorings

#### Article 38. - Types of moorings

**38.1.** Moorings can be reserved for the holders of preferential rights, operated directly by the concession holder or be used by the paying public.

**38.2.** Moorings used to perform an economic activity by the holder of a preferential use or lessee are subject to the economic activity charge which the Club's General Assembly approves each year, where applicable.

#### Article 39.- Craft preservation and safety

**39.1.** Craft can only dock at the moorings assigned to them and, in the case of manoeuvres, the pertinent bollards, and always in a way that prevents damage to facilities or other craft, always putting defensive barriers between the craft and the mooring/bollard.

Craft can only dock at moorings appropriate to craft length and maximum beam, in accordance with the criteria listed in Appendix 2.

It is up to the craft owner to have rodes at the wharf, along with the obligatory muffling mechanisms, as the concession holder only offers bollards to tie up at the wharf or deadweight mooring/finger. Any special mooring structures, such as lifting structures or jet-ski platforms, are understood as complementary services and require authorisation from the port manager.

**39.2.** All craft moored at the marina must be kept in a good state of preservation, presentation, floatability and security.

**39.3.** If management sees that a craft breaches these conditions, it will warn the owner or party responsible for the craft and give him/her a maximum of 20 days to fix the deficiencies or remove the craft from the marina.

If this time passes and it has not been done or the craft is still in danger of sinking or causing damage to other craft or port facilities, the boatswain will decide what must be done, with the owner paying for all the measures taken to prevent any possible damage.

The boatswain is authorised in this case to remove a craft, launch it and put it on dry land without previous warning.

In any case, the cost of taking it out of the water, putting it back in the water or cleaning it of obstructions or any other circumstance that has occurred as a result of the actions taken is the responsibility of the owner and payment may be demanded pursuant to the applicable regulations.

**39.4.** All craft that moor at the marina must be fitted with the proper filters and means of anticipating uncontrolled spillage of wastewater and bilge water into the marina. Concession holder personnel are authorised to seal off any outlet in a craft that causes direct spillage into the sea and refuse the entrance or stay in the marina of craft that do not comply with these prevention measures.

Management may ban the stay and mooring of craft with borehole pumps not equipped with suitable filters to prevent the spillage of pollutants into the marina or which do not have wastewater and faecal containers and mechanisms to extract them.

Craft moored at the marina may only be washed using biodegradable products.

#### Article 40.- Identification of craft belonging to holders of a right of use in accordance with maritime custom

**40.1.** In accordance with maritime custom, moored craft that belong to holders of preferential rights must display the Club's sign. If the craft is less than 10 metres in length, the Club sign it must display is a sticker which must be placed after the name of the craft. If the craft is 10 metres long or more, the Club sign it must display is the Club's pennant, which must be positioned on the top of the mainmast or, where this is not possible, the port cross-tree or a suitable topmast.

The Club will supply the sticker or pennant when it authorises the assignment of the preferential right.

**40.2.** In accordance with the custom of water sports clubs, the Club's Board of Directors may authorise craft belonging to holders of a preferential right to display the acronym "CNE", showing that it belongs to a Club member, on the stern.

#### Article 41.- Change of craft mooring points

**41.1.** Moorings are always awarded in accordance with craft size. Management must distribute the fleet to ensure the marina's operating requirements and optimise its water surface, and may order changes to moorings if necessary. Management must give suitable

instructions to crew. If no crew are available, the boatswain may perform the operation directly with the concession holder's personnel. A change of mooring does not generate any right to compensation.

**41.2.** All changes of craft from one mooring to another agreed on between users requires previous written application to management and authorisation is compulsory. Management must assess the application in accordance with the reasons given and the circumstances, along with the general needs to ensure the optimal distribution of craft. In any case, the size of a craft can never exceed the size of the mooring. Management's decision must be issued within one month. The decision may involve proposing other alternatives in the general interest, with the reasons for making the proposed change.

#### Article 42. - Bans

In addition to the general bans established in article 35 of this Regulation, mooring users may not:

1. Have inflammable, explosive or dangerous materials on board, except for rockets, regulatory signal flares, and the fuel reserves and cylinders needed for onboard supplies.
2. Carry out work or activities onboard that are or could be both some or dangerous to other users. To this end, works and activities must be suspended when ordered by management or adapted to the timetables that management indicates.
3. Light fires or barbecues on craft or pontoons.
4. Keep engines running when the craft is moored at the wharf or pontoon for longer than strictly needed to carry out maintenance operations.
5. Leave halyards loose in such a way that they could strike the mast.
6. Use anchors or buoys in the marina, channels or maritime accesses to the marina, except in an emergency.
7. Hook craft up to electricity and water supplies using means other than those established by the concession holder. If craft remain connected to electricity or water supplies when the crew is not present, they must have the protection elements needed to prevent the risk of fire and the equipment must be protected. The concession holder is not responsible for breakdowns caused by an accidental power surge during a storm or any other circumstance.

Craft with a metal hull must control the earth wire potential of the electricity supply in order to properly protect the craft from corrosion by electrolysis.

8. Engines must never be left running when crew are absent. To keep a craft hooked up to the electricity supply on land to charge batteries, it must have a safety system that will cut off the supply in the event of any problem.
9. In order to reduce electromagnetic impact, radar equipment must not be turned on inside the port, except during testing for repair purposes or manoeuvres.
10. Craft may not sail at more than three knots inside the marina.
11. Personal water craft must not be used outside of the zones and channels specified by management.
12. Dinghies must not be used outside the zones and channels specified by management.
13. Except when their engine breaks down, sailing ships may not be used inside the marina.
14. Craft must be cleaned using hoses with a spray gun or closure system to prevent spillages when not in use. Craft must be cleaned using minimum amounts of biodegradable soap.
15. No solid or liquid waste may be dumped into port water. Only onboard toilets fitted with wastewater storage tanks may be used. Management can inspect and cordon off craft that do not have these tanks. Cordoning off a craft may result in the owner having to pay the corresponding fine.

Wastewater must be discharged in the corresponding receiving station.

Bilge water must be discharged in the duly authorised receiving station and never into the sea. Small craft fitted with automatic emptying systems must ensure the cleanliness of their bilge, make sure there is no oil, and have an oil filter installed in the discharge line.

16. Jib sails may not be left rolled without a safety knot at the height of the clew, nor may awnings or cushions be left out without safety systems.
17. Auxiliary rafts must not be left floating except when being used to perform a maintenance task on the craft.
18. Commercial or restaurant activities must not be performed on-board craft, except when expressly authorised and the related charges have been paid.
19. Craft may not be used as temporary housing without management's express authorisation. In this case, management can demand a complementary fee on top of the established rates.

In order to request this authorisation, the craft must be fitted with wastewater tanks with sufficient capacity to cover on-board needs.

20. With the exception of the boarding gangway, it is prohibited to leave any element, object or provision on the wharf or pontoon, such as bicycles, toolboxes, paint, parabolic antennas, etc. These elements may be removed by management.
21. Water supplies from wharf or pontoon facilities may not be used to clean vehicles.

Breach of these obligations may also involve an infringement of article 102 of the Law Regarding Ports in Catalonia.

#### Article 43. - Obligations of mooring point users

All users of a mooring must, in addition to the general obligations established in the Regulation:

1. Follow any order or instruction from management.
2. Respect facilities of both public and private use.
3. Be severally liable, together with the holder of the right to use the mooring and the craft owner and, where applicable, skipper, for breakdowns caused and repair work performed and, where applicable, any compensation that may apply.
4. Exercise due diligence in using the mooring and other facilities, keeping it in a good state of preservation and perfect use, according to the uses and regulations of a good seafarer.
5. Pay the prices, rates and fees for the preservation, maintenance and management (including the proportional part of the property tax charge), insurance policies and other general expenses in the form provided for under this Regulation, as well as the charges for port services rendered or used.

The vessel and its owner, skipper or holder of the right to use the mooring will be severally liable for the payment of the above mentioned prices, rates and fees.

6. Take out the civil liability, personal and boat insurance policies established by the legislation in force for each case and following the criteria set forth in article 21 of this Regulation.
7. Comply with the port and maritime safety regulations that have been approved by the competent authorities at all times, performing the actions needed in order to adapt to them, where necessary, to the terms set.
8. Not impede port personnel access to the deck of the craft in order to perform tasks to aid other craft, maintain or check anchoring and mooring systems, declare a vessel to be moored to the opposite side of the mooring point or to check defences, awnings or sails.

9. Quarter craft moored with the stern to the wharf must use cross-springs in order to reduce the risk of damage to nearby craft and ground facilities.
10. Moor at a suitable distance from the wharf and correctly gather up the gangways or auxiliary craft hanging from fishing vessels so that they do not make contact with the wharf or its facilities, supply facilities or garbage bins, including at low tide, in adverse wind conditions and swells that could bring the craft closer to the wharf.
11. Protect fastening elements and anchoring lines from rubbing and creating friction against cat holes, especially during periods of prolonged mooring.
12. Use a minimum of three defences per side in good working condition and with the right size to protect the craft and prevent it from damaging neighbouring craft.
13. Notify the concession holder of departures of the craft for periods of more than 1 day so that the concession holder can use the mooring for craft in transit.

#### Article 44. - Suspension of mooring services

**44.1.** In addition to the causes established under article 34 of this Regulation, management may agree to suspend mooring services in the event of a breach of the port or maritime safety regulations or any of the obligations mentioned in the article above, both for public moorings and moorings with a definitive or temporary assigned right of use, in accordance with the provisions of Decree 206/2001 of 24 July approving the Port Policing Regulation.

**44.2.** After sending a written requirement that the craft rectify its conduct within a period of 20 days and faithful notification of the suspension of the right to use the mooring, management is authorised to remove the craft from the mooring and change its position or leave it on dry land in the area it considers most convenient, or immobilise it at its mooring and/or, depending on the case, block access to it.

In this case, all expenses incurred, including towing, lifting, transporting, elevation and stay and removal shall be met by the user, with the several liability pursuant to this Regulation. The concession holder is entitled to retain the craft until all pending debts and expenses incurred have been settled.

### Section 2 Right to Use Moorings

#### Article 45. - Rights of holders of a preferential right to use a mooring

The holder of a preferential right to use a mooring has the following rights:

**45.1.** To permanently reserve the right to dock at a mooring of the measurements granted. This right affects a particular and identified craft, which must be the property of the right holder and must comply with the requirements established in article 39 (craft preservation and security) of this Regulation.

At the start of each annual term, the user must tell the concession holder the name and type of craft it intends to moor at the mooring. Management must check that the acquired title is suitable to the characteristics of the craft. If the right holder uses a craft that it does not own, express written authorisation from management is required in order to moor it at the indicated mooring.

Changes of craft must be previously reported to management.

The sale of a craft moored at the marina does not authorise the purchaser to use the mooring or involve any assignment of rights over it, as the matters anticipated under articles 26, 27 and other similar ones of this Regulation must be met. Breach of this obligation authorises the concession holder to remove and launch the craft, charging the former owner for launching costs and those generated for the time it is on land.

**45.2.** Embark and disembark personnel, materials, tools and objects needed for sailing.

**45.3.** Hook up to the general water and electricity supplies using the elements approved by the concession holder, after paying the general fees established as well as, where applicable, pertinent taxes and charges.

**45.4.** Use the other port facilities in accordance with the provisions of this Regulation and the matters contained in the title and after paying the corresponding charges.

**45.5.** Breach of this article or exercising a right in any way other than authorised allows management to suspend the mooring service and remove the craft, with the expenses to be met by the owner and, on a several basis, the holder of the right to use the mooring.

### Section 3 Public Moorings (pay to use)

#### Article 46.- Public zones (pay to use)

Appendix I shows the area reserved for public moorings charged on a pay-to-use basis (shown as Zone II) and which is designed to be used by craft in transit.

#### Article 47.- Request for services

**47.1.** Access, docking and departure from the marina of craft in transit must be sought from the concession holder's offices by any means established by management (fax, internet, telephone, VHF channel 9 or in person at the waiting dock), with an indication of the services the craft wishes to use. When already inside the marina, service requests must be lodged as follows:

- a) The skipper must provisionally dock at the waiting dock or where he/she is told to or, if he/she does not know where to dock and in the case that he/she is authorised, in the reserved dock.
- b) Official documentation must be filed in the marina offices as soon as possible if the service has not been arranged previously and the service provision must be identified and sought, registering the characteristics of the craft, the length of the stay and the other required information.

Craft will be informed of the regulatory norms, existing charges and maximum number of days' stay that can be accepted and the request form must be signed. This takes the form of a service contract and is binding on both parties. The craft must pay the corresponding charge and will be issued with a receipt.

- c) The boatswain, or by delegation the personnel on duty, may require a bond or security to cover the cost of the sought services, which must be paid at the time of occupying the assigned mooring or using the sought service. The personnel may alternatively ask for the craft's documents.
- d) The boatswain may also, before authorising the mooring or at any time during the stay at the marina, inspect the state of the craft and particularly everything in relation to the environmental prevention measures anticipated under this Regulation. If the boatswain considers it appropriate, he or she may deny or suspend the service provision and seek the immediate departure of the craft from the marina if it fails to meet the provisions and regulations listed herein.
- e) Prior to departure, the skipper must notify the personnel or the concession holder's office of the time of departure, which must always be before 12 midday on the day of departure, and settle the payment of services rendered.

**47.2.** If the craft is not authorised to remain in the concession holder's port facilities or fails to respect the conditions set out in the authorisation it was granted, it must leave the marina immediately.



**47.3.** No craft that has stayed at the marina, even if entrance was not authorised, may leave until it has settled the full amount charged for services used during the stay.

A day's stay is understood as occupying the mooring from 12 midday on day one to 12 midday the following day, regardless of the time the craft actually entered.

**47.4.** Refusal to settle the full amount of the indicated charges authorises the concession holder to retain the craft and suspend the services, with the actions anticipated under article 44 of the present Regulation. For these purposes, management may require the aid of security personnel.

#### Article 48. - Refusal to provide a service

Management may refuse entrance and service provisions in the following cases:

- a) When the person or organisation that requests the service refuses to sign the request form specified in article 47 of this Regulation.
- b) When the craft or crew fail to meet the regulatory safety conditions, in the boatswain's reasoned opinion.
- c) When the person or organisation that requests the service cannot prove it has a valid civil liability insurance policy for damages it could cause to other craft or port facilities or with the cover the concession holder has established as a general requirement for craft of the corresponding category, in accordance with the provisions of article 21 of this Regulation.
- d) When it can be proven that the person requesting the service, or its craft, has previously failed to settle fees for services rendered at any other marina, including ports outside of Catalonia, except if he or she pays not just the bond required for the service provision but also the amount of the debt with the creditor marina.

### Chapter Three Port Services

#### Section 1 Launch and Shipyard Services

#### Article 49. - Shipyard operation and launch services

**49.1.** The organisation and operation of the launch service and shipyard activities, and their administration and management, are performed by the concession holder or a third party under a system of assignment of the right of operation in accordance, in the latter case, with the conditions agreed on in the service-operation assignment contract.

In any case, administration and management will be performed pursuant to this Regulation, good practices and any other regulations the port manager may issue in the future.

**49.2.** Attribution of functions of the launch service in the case of its administration and management by the concession holder:

- a) It is the port manager's responsibility to establish the regulations concerning the provision of the launch service and to regulate the booking, towing, lifting, entrances, departures and launches of craft, along with the technical instructions for these services.
- b) It is the boatswain's responsibility to supervise compliance with these technical instructions and to determine, where applicable, whether a craft should be retained if it fails to pay the applicable charges.
- c) It is the boatswain's duty to supervise and lead operations that affect shipyard personnel under the orders of the shipyard manager.
- d) The marina's administrative personnel must formalise bookings, register craft entries, occupations and departures, collect charges and authorise the raising or launching of craft.

#### 49.3. Operation and organisation of the technical area

##### 49.3.1. Travel-lift and/or crane services:

Travel-lifts, fixed cranes and any other lifting machinery available can only be used by craft with a tonnage that does not exceed the machinery's maximum capacity.

Craft at the risk of sinking are given priority. These craft can only perform the repair work that affects the risk of sinking. For other repair work, including cleaning the bottom, they must return to the water and wait their turn.

##### 49.3.2. Technical area

49.3.2.1. The operation and organisation of launch operations must be performed by the concession holder pursuant to this Regulation, good practices and the specific matters determined by the concession holder.

49.3.2.2. The launch service is provided to members, craft in transit and other parties that request it on the days and times determined by management, the service having been requested in the marina offices. Requests can be made using the corresponding request form, which must state the characteristics of the craft and the services sought, along with the person or organisation responsible for the craft during its time in the shipyard. Filing this application has the effects stated in article 12, paragraph 2, of this Regulation.

Craft cannot be handled outside of the abovementioned times except with the express authorisation of the shipyard manager.

The concession holder may deny the service if the type of craft or its state does not meet the safety conditions needed for it to be lifted.

49.3.2.3. Any delay to the pre-established programming of shipyard activity, whether for breach of length of stay reserved for prior users, breakdowns in lifting machinery or because of the need for emergency actions, does not entitle the applicant to compensation.

49.3.2.4. The charge for the launch-service provision must be paid when the concession holder specifies and always before the craft is released.

The concession holder is entitled to retain the craft until the amount for the services rendered has been paid, plus the rates for any additional days of stay, in accordance with article 25 of Decree 206/2001 of 24 July on the Port Policing Regulation.

Owners and skippers and, where applicable, operators who have contracted the service via third parties are severally liable for the payment of unsettled charges.

49.3.2.5. The owner or person responsible for the craft to be handled must tell the shipyard operator the correct points from which to suspend the craft. Roll-up sails must be brought in or tied up so that they cannot accidentally unfurl.

Any breakdown, damage to the craft or to third parties caused by a failure to specify the suspension points, or because sails or hoods unfold are the full responsibility of the applicant or person appointed by the applicant.

If the shipyard personnel detect possible breakdowns or signs of osmosis not previously reported by the applicant, he/she will be notified before proceeding with the operation and the specific regulations governing these cases will apply.

49.3.2.6. Management may allow the launching of jet skis and other sports craft so long as the user proves the craft has been duly registered, is covered by a civil liability insurance policy and the skipper is of legal age and has the licence showing he/she is able to use it.

49.3.2.7. Craft can only be launched with the concession holder's equipment. If the applicant wishes to use other equipment it must obtain express authorisation from management.

49.3.2.8. The shipyard manager will determine the time when operations will be carried out, indicating the day and approximate hour; the applicant must then have the craft ready for the operation to

commence. If the port manager considers it appropriate to group various operations together in order to make better use of machinery and personnel, the applicant is not entitled to make any claim regarding the time taken to provide the service.

The manoeuvre must be performed under the exclusive responsibility of the skipper, who must supply information on the real tonnage of the craft and indicate the place to position the slings in accordance with the craft's launch plan.

49.3.2.9. Persons or organisations that perform a professional or work activity anywhere in the technical area must first prove they are authorised to exercise the activity, that their operators are duly legalised in accordance with labour and tax laws, that they have civil liability, third party and fire insurance policies and a policy to cover any damage that could be caused to the port or other users and that they meet work health and safety regulations, particularly with regard to the coordination of activities.

If not, management may order the immediate halt of the activity until compliance with labour and tax regulations and having taken out the appropriate insurance can be proven.

The craft owner is liable before the concession holder and third parties for the services it has contracted.

49.3.2.10. Specific regulations on use of the technical area:

- Using and parking any type of vehicle or towing equipment without the authorisation of the shipyard manager is expressly prohibited.
- Mobile cranes and other elements for handling loads are not admitted inside the shipyard without the express authorisation of the shipyard manager.
- All tools needed to handle craft in the shipyard and engines for repair must be left in the careening area, which shall be delimited by the manager, and must never be left outside of the assigned area.
- Because the shipyard is a work area where machinery is constantly on the move, wheeled access is limited to loading and unloading tasks under the control and authorisation of the shipyard manager.
- Pedestrian access is limited to the operators who carry out repair work onboard craft or people who are specifically authorised by port management. Access to minors is prohibited.
- Staying onboard craft in the shipyard overnight is prohibited.
- Except for duly accredited operators, no work may be performed in or outside craft in the shipyard by persons not previously authorised by management. The operators who perform the work are responsible for keeping their work areas clean. Shipyard personnel must place containers near the craft for the disposal of inert waste.
- Inflammable and toxic products can only be stored in the minimum amount needed to perform the activity for which they are required and must be placed in closed metal containers to prevent propagation in the event of spillage or fire.
- Polluting waste must be taken to the Clean Point located in the shipyard and placed in the corresponding receptacle. Breach of this regulation may be considered an administrative offence and, in certain cases, an environmental crime.
- Paint spray guns may not be used in the open shipyard area for environmental reasons. Painting can only be performed after the craft to paint has been enclosed in a cover.
- Sand and sawdust can only be projected onto clean surfaces with the previous authorisation of the shipyard manager, after presenting the corresponding environmental impact report, the closure and cover plan and certification of the collection and treatment of waste from this activity.

- The construction of protective covers must be requested when the launch service is formalised, by lodging the compulsory technical documentation that guarantees their structural suitability.

Any extra space needed for these constructions increases the basis of calculating the charges, length and beam of the craft. Total cover measurements must be considered for this purpose.

- The use of pressurised water to clean surfaces is dependent on the tasks of neighbouring craft and the direction and intensity of the wind and must never interfere with work being carried out on other craft.
- All machinery used in the open and covered shipyard area to scrape, polish or cut, must have an aspiration system that prevents dust emissions entering the atmosphere.
- Land transit services for craft which, with or without a basis in the Club, wish to enter the sea using the shipyard's lifting services, shall be given the same treatment as craft in transit by sea.
- For safety reasons, work cannot be done in the shipyard by non-professional personnel, not even work on their own craft, without management's express and specific authorisation.

#### 49.4. Bond

Management can demand a bond equal to the amount of the lifting operation from parties that request these services, which must be calculated in accordance with the approved charges in line with the length, beam and tonnage of the craft.

The bond shall be returned, discounting the amount of the settlement the concession holder establishes by way of services rendered.

#### 49.5. Right of retention. Several liability

The launch service must be paid for when the marina's administrative staff specifies and always before the craft is released.

The concession holder is entitled to retain the craft until the amount for the services rendered has been paid, plus the rates for any additional days of stay, in accordance with article 25 of Decree 206/2001 of 24 July on the Port Policing Regulation.

Owners and skippers and, where applicable, operators who have contracted the service via third parties are severally liable for the payment of unsettled charges.

## Section 2 Water and Electricity Supply

### Article 50.- Water and electricity supply

Given that there are water outlets at all of the wharves in the marina, craft can use the water at the mooring point, the fuelling station or the crane point, depending on the instructions of the concession holder personnel.

The concession holder provides the water supply service and applies the rate in force for each season, which is made available to all users in its offices.

The concession holder must make the electricity service available to the craft of users who request it.

Supplies of water, electrical energy, communications and other similar supplies, as well as the various provisions obtained with elements that belong to the concession holder, are always subject to the specific availability of each element.

Order of preference for obtaining these provisions is that which management considers most convenient for the general service provided.

### Section 3 Installations Designed for Water Sports

#### Article 51. - Sailing School

The Club's Sailing School is the set of installations and spaces designed to foster water sports, as well as the team of professionals.

### Section 4 Fuelling Station

#### Article 52. - Exclusivity of supply

**52.1.** Fuel can only be supplied in the zone reserved for the Service Station detailed in Appendix I of this Regulation and in accordance with the safety conditions established in fuel laws.

**52.2.** Fuel must not be supplied outside of this installation and in particular tankers must not supply fuel directly to craft except with the port manager's express written authorisation.

**52.3.** Users must pay the supply amounts at the time of supply. Failure to pay authorises the concession holder to retain the craft moored at the marina and take it to dry land if the failure to pay is prolonged for more than 12 hours.

### Chapter four

#### Vehicle entrance, stay and parking in the marina

#### Article 53. - Entrance

**53.1.** Entrance, use and parking of vehicles must be in the zones set aside for this purpose and is subject to the purchase of a ticket or, where applicable, the presentation of a season ticket at the entry barrier. The port grounds can only be exited after paying the amount due. This payment can be made at the exit barrier or the machines set aside for this purpose. The rates for these services are shown at the entrance to the marina, on the notice board at the marina and on the concession holder's website. Vehicles must comply at all times with driving regulations and complementary regulations and must never drive at a speed of more than 20 km/hour.

**53.2.** Management is authorised to deny entrance to vehicles in a state of preservation or with features that could pose a risk to the marina.

**53.3.** No vehicles that carry fuel or explosive or dangerous materials may enter the port grounds without management's express authorisation.

**53.4.** Loading vehicles, platforms and tow trucks carrying freight may only enter the port within the hours established by the concession holder for the good operation of the port.

#### Article 54. - Stay

The concession holder will not accept vehicles being left inside the concession grounds or designated parking zones for an indeterminate time and only authorises the occupation of a particular space in the designated zones by paying the pertinent rate. It will therefore not be held responsible for any damage, theft or robbery of parked vehicles, their accessories or objects left inside them.

Driving or parking vehicles outside the designated areas is prohibited. Wheeled transport on the pontoons is prohibited to all motor vehicles, including two-wheeled ones.

Vehicles may not be repaired or washed on the roads or in the parking areas.

Driving and parking near the wharves must be carried out with extreme precaution due to the risk of the vehicles falling into the water, and use may be limited to the users of the craft.

#### Article 55. - Removal of vehicles, craft, towing equipment and objects

**55.1.** Management is authorised to remove vehicles parked outside the designated areas if they hinder circulation inside the port and whenever the location of a vehicle disturbs maritime craft assistance tasks or causes serious damage.

**55.2.** If a vehicle is removed, if the municipal towing service is not used in accordance with article 23.4 of the Port Policing Regulation of the Government of Catalonia, it must be deposited in an area designated for that purpose within the port; the owner or user of the vehicle must pay the amount of expenses incurred, where applicable, before leaving.

**55.3.** Management is authorised to remove craft, towing equipment and objects on roads and in parking areas or distributed throughout the port. Also, in this case, the craft, towing equipment or object must be left in an area designated for this purpose within the port service area; the owner or user must pay the amount of expenses incurred before leaving.

**55.4.** Immobilised vehicles may not stay for more than 30 days anywhere in the marina service area without management's express authorisation.

The purchase of a periodic season ticket does not authorise breach of this regulation.

### HEADING FOUR

#### ENVIRONMENTAL INCIDENTS

#### Article 56. - General regulations

**56.1.** Industrial waste, oil, grease, bilge water and other polluting elements must only be poured or spilled into the containers that the concession holder has expressly authorised to receive them.

Water that contains oil, fuel, matter in suspension, plastic and any other type of polluting material or product may not be poured into the water, and neither may products that result from cleaning craft bilge. Earth, rubbish, scraps, fish remains, rubble and any other waste must not be thrown into the water.

**56.2.** Individuals or corporations that cause spillages are responsible for the costs of cleaning and repair and may face a fine in accordance with the infringements established by Law 5/98 Regarding Ports in Catalonia.

**56.3.** The port manager is authorised to order cleaning and repair works and charge the offending party for the costs.

**56.4.** Environmental incidents caused by negligence, lack of preventive measures or breach of the laws in force entitles management to suspend the activity of the company, craft or responsible party inside the port.

**56.5.** Marina and port facility users must strictly comply with the environmental laws in force at all times and any other laws established by the concession holder.

#### Article 57. - Waste derived from normal craft use

**57.1.** Solid waste such as domestic, organic, paper, cardboard, glass, clean packages and plastics, must be deposited separately in the specific containers positioned for that purpose.

**57.2.** Wastewater stored on board in the corresponding tank must be extracted at the wastewater aspiration station, which sends it to the port's general drainage network.

Management may order the sealing of discharges into the sea of toilets installed on craft without a wastewater tank. This action generates a number of rated expenses. Any opposition to compliance with this regulation or to the inspection of the state of the seal or craft is considered a serious environmental incident and involves action in accordance with the provisions of article 25 of the Port Policing Regulation.

**57.3.** Bilge water must be extracted at the bilge-water aspiration and treatment station. Small craft equipped with an automatic extraction pump must have a fuel filter installed which guarantees the purity of the water poured into the sea.

### Article 58. - Waste derived from craft maintenance and repair work

**58.1.** Waste derived from regular craft maintenance and repair work, both when the craft is in the water and in the shipyard, must be deposited at the Clean Point.

This type of waste includes:

- a) Used oil
- b) Empty metal oil packaging
- c) Empty plastic oil packaging
- d) Oil and diesel filters
- e) Cloths, gloves and absorbent textiles impregnated with oil
- f) Empty metal paint packaging
- g) Empty plastic paint packaging
- h) Cloths, gloves and absorbent textiles impregnated with paint
- i) Industrial batteries
- j) Galvanic anodes (zinc)
- k) Batteries
- l) Aerosols
- m) Mud

Because of their polluting nature, depositing these types of waste in places other than Clean Point is completely prohibited, including leaving them next to the craft or next to any container.

**58.2.** Other waste which is bulky but not dangerous, as well as wood and non-voluminous scrap iron, may be deposited in the specific containers at the Clean Point.

**58.3.** Marina personnel must be consulted in order to deposit bulky but not dangerous waste, and they will give the suitable instructions and provide information on the costs of managing it, where applicable.

### Article 59. - Fuelling

**59.1.** Craft can only fuel at the port's fuelling station specifically equipped for this purpose.

**59.2.** Craft owners/skippers must know their craft's tank capacity and how much fuel is in it. Fuel is always supplied at less than the available capacity.

**59.3.** Both the mouth of the tank and the hose must be installed so that any accidental overflow can be collected without the risk of discharge into the sea. Absorbent cloths are recommended.

**59.4.** Engines must remain disconnected during fuelling and smoking is banned, even on-board the craft.

### Article 60. - Dust emissions

The use of any tool to polish, scrape, peel or cut, whether on-board craft or in any other open port space, may only be authorised if the tool has an aspiration system and filter to impede dust emissions into the atmosphere.

### Article 61. - Spraying

**61.1.** Spraying water at high pressure onto surfaces that could release polluting products, paint, descaling products and others may only be performed in the areas where the water collection system is available.

**61.2.** Sanding surfaces using a spray gun or similar may only be authorised when it is guaranteed that the sanding products will not be released into the atmosphere and when the waste collection and management is performed by an authorised manager.

**61.3.** Spray paint may only be authorised inside the area designed for this purpose.

### Article 62. - Water saving

**62.1.** In order to cut unnecessary water consumption, it is necessary to have a spray gun connection on hoses so they can be hooked up to the water supply stations at the mooring points and in the shipyard.

**62.2.** Craft moored at the marina can only be washed using biodegradable products.

### Article 63. - Energy saving

Craft must avoid unnecessary electrical consumption in the absence of owners or users. For example, unjustified use of air-conditioners, heaters and lighting.

### Article 64. - Noise pollution

Users must check to prevent the emission of noises that could bother other people, especially at night.

To reduce noise pollution, craft may not keep their engines running except during manoeuvres, must lower halyards and limit the volume on audio equipment.

In any case, users must respect the port's general regulations on noise pollution and, where applicable, municipal ordinances in this matter.

## HEADING FIVE FINANCIAL SYSTEM

### Chapter One Payment of Service Provisions

### Article 65. - Expense-sharing rates and fees

**65.1.** The provision of port services involves settling the corresponding rate with the concession holder.

The Board of Directors, considering the concession contract, must propose rates, raise them with the General Assembly for approval and report them to the Port Authority.

Duly approved rates must be communicated to all users and be permanently displayed in the marina offices and on the concession holder's website.

**65.2.** Each year the concession holder has to approve the budget for general expenses imputable to the marina, which include but are not limited to levies, taxes, property tax where not applicable to specific elements, personnel and supply costs, garbage collection, repair and maintenance work, administrative expenses, insurance policies, surveillance and security expenses, cleaning expenses, the provision of tax obligations, improvement and preservation works and all other costs directly imputable to the operation of the marina, in accordance with the annual budget approved by the Club's General Assembly. Depending on this budget, and in accordance with the provisions of the concession, the fees that marina users, to whom these amounts correspond, must pay will be determined in line with use and surface area criteria.

**65.3.** Except for charges for isolated services, the payment procedure for fees and rates shall be pursuant at all times to the regulations approved by the Board of Directors and ratified by the General Assembly.

**65.4.** Late payment: Payments must be made in accordance with the stipulations approved by the Club's General Assembly of Members and in the terms established therein and must take the form of bank standing orders, following the criteria established by the Law on Payment Services (Law 16/2009 of 13 November on Payment Services) or any regulation that replaces it.

Parties obliged to pay rates, expenses or any other legally enforceable amount and who fall into arrears with the payment are obliged to settle the principal plus legal interest with the increase determined by the regulation on reducing late payments and any expenses that claiming the payment may incur.

#### **Article 66. - Rates for isolated services**

Rates for isolated services, such as mooring at a public mooring point, towing, scuba diving services, entry and parking of vehicles, use of port spaces and other similar services, incur the corresponding charge.

Rate amounts are approved and established by the concession holder, who must notify them to the Port Authority for approval and duly display them on the notice board in the marina offices and on the concession holder's website.

Rates apply immediately from the time they are reported to the Port Authority.

## HEADING SIX

### INFORMATION SECURITY AND IMAGE RIGHTS

#### **Article 67. - Data protection**

Pursuant to the Law on Personal Data Protection, Club Nàutic Estartit holds personal data in an automated file and a general documentary archive containing personal details and which forms part of the Club Nàutic Estartit's General Administration Database, called BDGACNE, and which is registered in the State Data Protection Agency's general data protection register under number 2093230713.

The Club's General Database was created and is maintained with the purpose of legally processing information on all people who have supplied their details to the Club and to provide the services sought in accordance with the regulations concerning the processing of personal information and in general to comply with the Club's legal purposes and those of its members and users.

Recipients of the information are all the departments, sections, premises and associated organisations into which the Club Nàutic Estartit is organised, as well as Spanish security forces and the official organisations which by law, or because of force majeure reasons, require the assignment of the data.

The database manager is the Club Nàutic Estartit and in any case and at all times all port users are entitled to consult, access, rectify, cancel or oppose the processing of their data by writing to the Club's offices.

#### **Article 68. - Image rights**

Images, photographs and recordings in triptychs, magazines or online in which Club Nàutic Estartit users and visitors appear may only be published in compliance with the Law on Personal Data Protection and the Law on Honour, Personal and Family Privacy and a Person's Own Image. Therefore, all images of users and visitors have an ancillary nature or, where applicable, must be expressly authorised by the party concerned, always following legal provisions.

#### **Article 69.- Surveillance cameras**

The facilities' general security measures are complemented by the installation of video surveillance cameras.

The existence of these cameras must be duly announced on posters throughout the marina.

Club Nàutic Estartit undertakes to ensure complete confidentiality with respect to recorded images and to this end the provisions of the Law on Personal Data Protection and its Regulations must be followed at all times.

## FINAL PROVISIONS

### **ONE. – Publicising the Regulation**

This Regulation, which must compulsorily be met by all users, must be made available to users at the concession holder's offices and be published on the Club Nàutic Estartit website.

### **TWO. – Modification of the Regulation**

The concession holder reserves the right to modify the present Operation, Management and Policing Regulation, adapting it to operating conditions and requirements at all times. Any modification must be previously reported to the Port Authority of the Government of Catalonia for approval and so that it may be duly publicised.

### **THREE. – Express submission**

For any discrepancy regarding the interpretation or application of the present Regulation, parties submit to the courts and tribunals of La Bisbal de l'Empordà.

L'Estartit, 26 november 2014



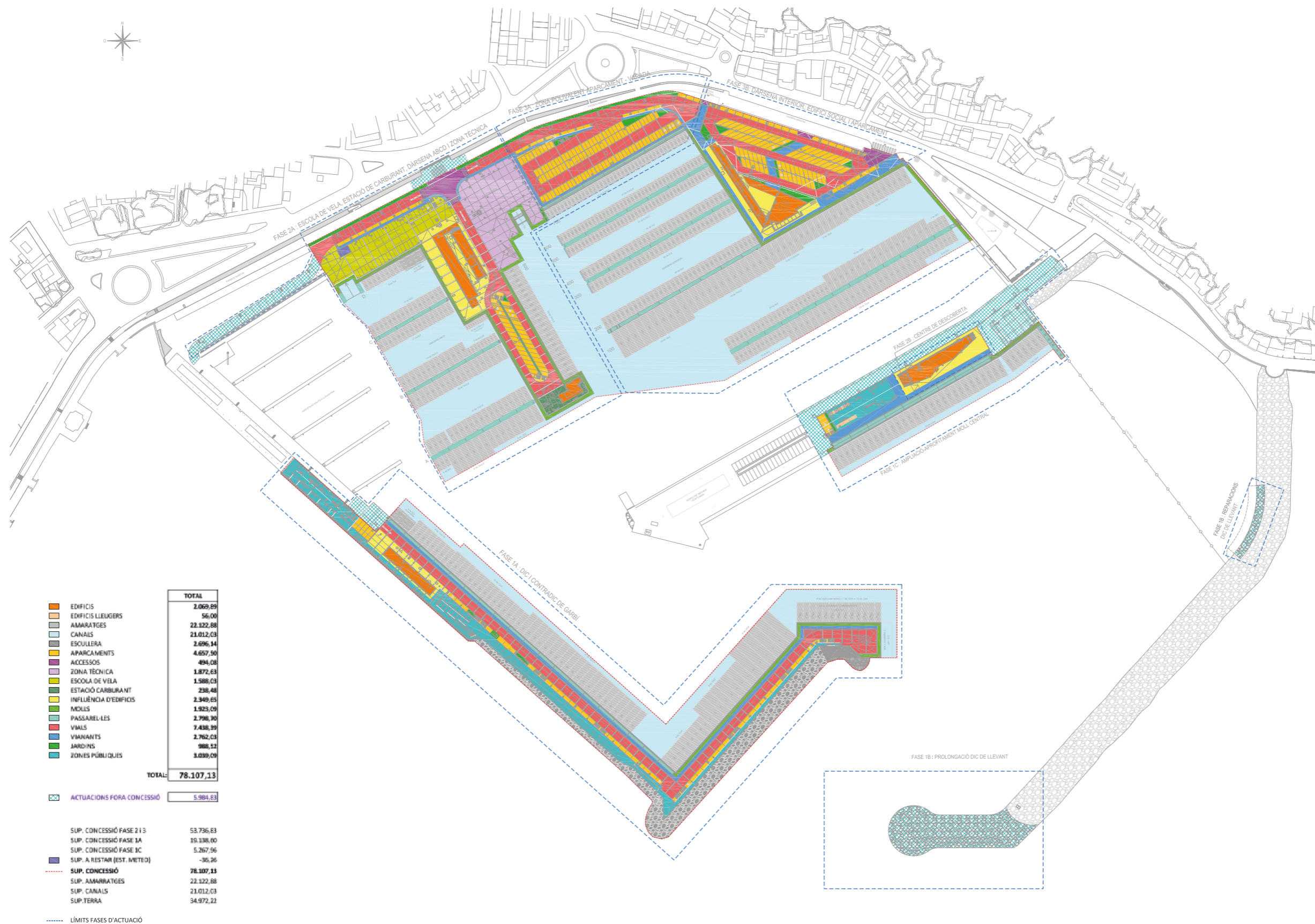
**APPENDIX 1: PLANS**

**ZONING AND SURFACES**

**FLEET DISTRIBUTION**

**SITUATION OF PUBLIC MOORINGS (PAY TO USE)**

ZONING AND SURFACES

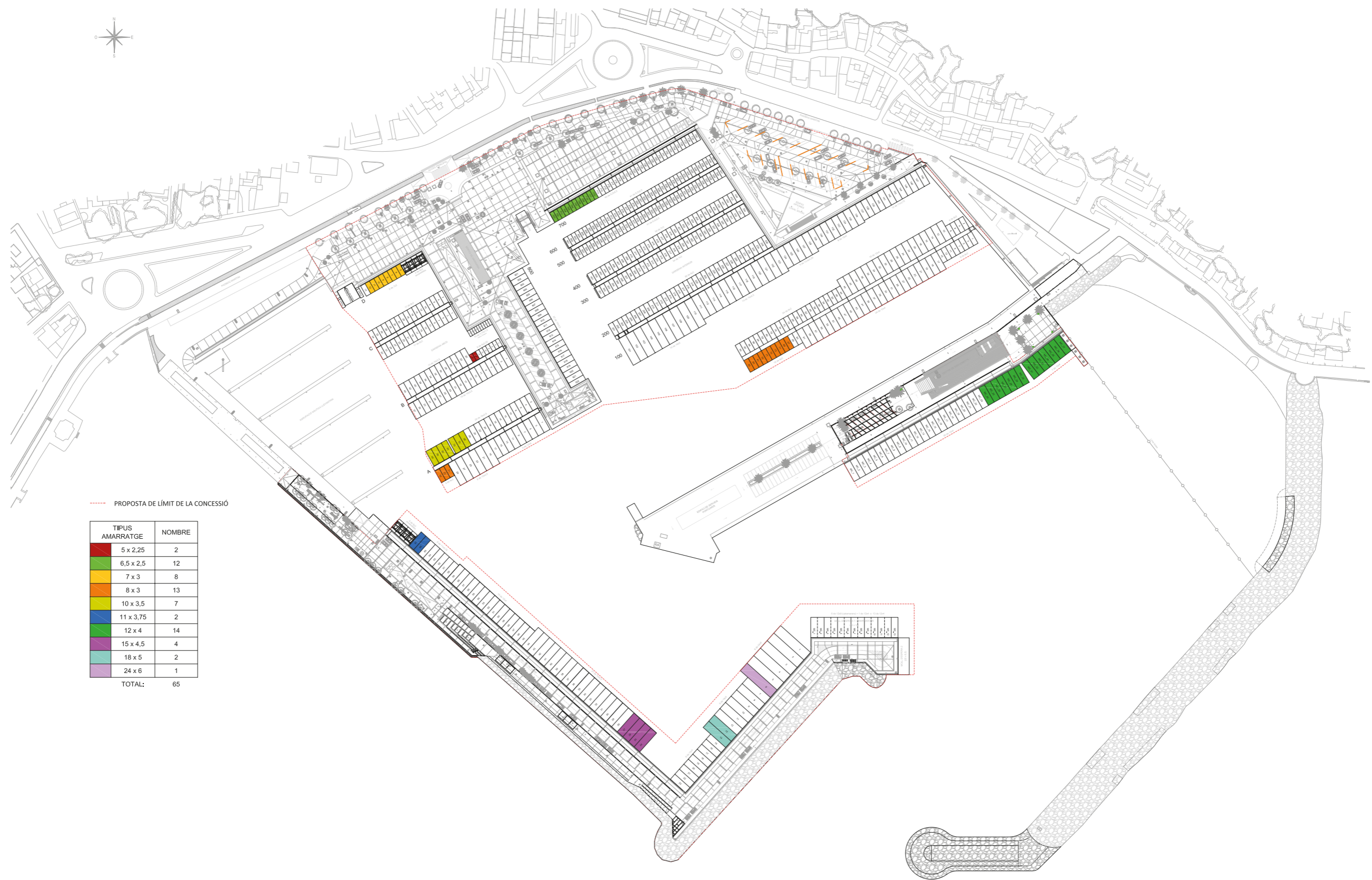




# FLEET DISTRIBUTION



### SITUATION OF PUBLIC MOORINGS (PAY TO USE)



## APPENDIX 2A: MOORINGS ASSIGNMENT OF RIGHTS OF USE. TYPES OF MOORING AND MAXIMUM PERMITTED CRAFT MEASUREMENTS

| Type of mooring    | Mooring party |                             | Surface area (m <sup>2</sup> ) | Craft without tolerance |               | Defence minimum | Craft with tolerance |               |
|--------------------|---------------|-----------------------------|--------------------------------|-------------------------|---------------|-----------------|----------------------|---------------|
|                    | Length (m)    | length x breadth Breadth(m) |                                | Max. length (m)         | Max. beam (m) |                 | Max. length (m)      | Max. beam (m) |
| <b>6,5 x 2,5</b>   | 6,50          | 2,50                        | 16,250                         | 6,50                    | 2,40          | 0,10            | 6,83                 | <b>2,42</b>   |
| <b>7 x 3</b>       | 7,00          | 3,00                        | 21,000                         | 7,00                    | 2,85          | 0,15            | 7,35                 | <b>2,88</b>   |
| <b>8 x 3</b>       | 8,00          | 3,00                        | 24,000                         | 8,00                    | 2,85          | 0,15            | 8,40                 | <b>2,88</b>   |
| <b>10 x 3,5</b>    | 10,00         | 3,50                        | 35,000                         | 10,00                   | 3,25          | 0,25            | 10,50                | <b>3,28</b>   |
| <b>11 x 3,75</b>   | 11,00         | 3,75                        | 41,250                         | 11,00                   | 3,50          | 0,25            | 11,55                | <b>3,54</b>   |
| <b>12 x 4</b>      | 12,00         | 4,00                        | 48,000                         | 12,00                   | 3,75          | 0,25            | 12,60                | <b>3,79</b>   |
| <b>13,5 x 4,25</b> | 13,50         | 4,25                        | 57,375                         | 13,50                   | 4,00          | 0,25            | 14,18                | <b>4,04</b>   |
| <b>15 x 4,5</b>    | 15,00         | 4,50                        | 67,500                         | 15,00                   | 4,20          | 0,30            | 15,75                | <b>4,24</b>   |
| <b>16,5 x 4,75</b> | 16,50         | 4,75                        | 78,375                         | 16,50                   | 4,45          | 0,30            | 17,33                | <b>4,49</b>   |
| <b>18 x 5</b>      | 18,00         | 5,00                        | 90,000                         | 18,00                   | 4,60          | 0,40            | 18,90                | <b>4,65</b>   |
| <b>20 x 5,5</b>    | 20,00         | 5,50                        | 110,000                        | 20,00                   | 5,00          | 0,50            | 21,00                | <b>5,05</b>   |
| <b>24 x 6</b>      | 24,00         | 6,00                        | 144,000                        | 24,00                   | 5,50          | 0,50            | 25,20                | <b>5,56</b>   |

The mooring assignment criterion is the craft's maximum permitted beam, so long as the craft length is less than the maximum length permitted to moor.

Craft lengths and beams will be measured in accordance with the provisions of standard UNE-EN ISO 8666, with the tolerances established in the table in this Appendix.

## APPENDIX 2B: MOORINGS FREE TO RENT AND PUBLIC MOORINGS (PAY TO USE). TYPES OF MOORING AND MAXIMUM PERMITTED CRAFT MEASUREMENTS

| Type of mooring        | Mooring `party<br>length x breadth |            | Surface area<br>(m <sup>2</sup> ) | Craft without tolerance |               | Defence<br>(mini- | Craft with tolerance                       |                                      |
|------------------------|------------------------------------|------------|-----------------------------------|-------------------------|---------------|-------------------|--|--------------------------------------|
|                        | Longitud (m)                       | Breadth(m) |                                   | Max. length (m)         | Max. beam (m) |                   | Max. length (m)<br>Tolerance length (Δ 5%) | Max. beam (m)<br>Tol. beam (Δ 1%-3%) |
| <b>3,75 x 1,5 (MA)</b> | 3,75                               | 1,50       | 5,625                             | 3,75                    | 1,50          | 0,00              | 3,75                                       | <b>1,50</b>                          |
| <b>5,5 x 2,25</b>      | 5,50                               | 2,25       | 12,375                            | 5,50                    | 2,15          | 0,10              | 5,61                                       | <b>2,17</b>                          |
| <b>6,5 x 2,5</b>       | 6,50                               | 2,50       | 16,250                            | 6,50                    | 2,40          | 0,10              | 6,63                                       | <b>2,42</b>                          |
| <b>7 x 3</b>           | 7,00                               | 3,00       | 21,000                            | 7,00                    | 2,75          | 0,15              | 7,14                                       | <b>2,78</b>                          |
| <b>8 x 3</b>           | 8,00                               | 3,00       | 24,000                            | 8,00                    | 2,85          | 0,15              | 8,16                                       | <b>2,88</b>                          |
| <b>9 x 3,25</b>        | 9,00                               | 3,25       | 29,250                            | 9,00                    | 3,05          | 0,20              | 9,18                                       | <b>3,08</b>                          |
| <b>10 x 3,5</b>        | 10,00                              | 3,50       | 35,000                            | 10,00                   | 3,25          | 0,25              | 10,20                                      | <b>3,32</b>                          |
| <b>11 x 3,75</b>       | 11,00                              | 3,75       | 41,250                            | 11,00                   | 3,50          | 0,25              | 11,22                                      | <b>3,57</b>                          |
| <b>12 x 4</b>          | 12,00                              | 4,00       | 48,000                            | 12,00                   | 3,75          | 0,25              | 12,24                                      | <b>3,83</b>                          |
| <b>13,5 x 4,25</b>     | 13,50                              | 4,25       | 57,375                            | 13,50                   | 4,00          | 0,25              | 13,77                                      | <b>4,08</b>                          |
| <b>15 x 4,5</b>        | 15,00                              | 4,50       | 67,500                            | 15,00                   | 4,20          | 0,30              | 15,30                                      | <b>4,28</b>                          |
| <b>16,5 x 4,75</b>     | 16,50                              | 4,75       | 78,375                            | 16,50                   | 4,45          | 0,30              | 16,83                                      | <b>4,54</b>                          |
| <b>18 x 5</b>          | 18,00                              | 5,00       | 90,000                            | 18,00                   | 4,60          | 0,40              | 18,36                                      | <b>4,69</b>                          |
| <b>20 x 5,5</b>        | 20,00                              | 5,50       | 110,000                           | 20,00                   | 5,00          | 0,50              | 20,40                                      | <b>5,10</b>                          |
| <b>24 x 6</b>          | 24,00                              | 6,00       | 144,000                           | 24,00                   | 5,50          | 0,50              | 24,48                                      | <b>5,61</b>                          |
| <b>28 x 6,5</b>        | 28,00                              | 6,50       | 182,000                           | 28,00                   | 6,00          | 0,50              | 28,56                                      | <b>6,12</b>                          |
| <b>32 x 7</b>          | 32,00                              | 7,00       | 224,000                           | 32,00                   | 6,50          | 0,50              | 32,64                                      | <b>6,63</b>                          |

The mooring assignment criterion is the craft's maximum permitted beam, so long as the craft length is less than the maximum length permitted to moor.

Craft lengths and beams will be measured in accordance with the provisions of standard UNE-EN ISO 8666, with the tolerances established in the table in this Appendix.





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